



CITY OF LA PUENTE

PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

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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."



CITY OF LA PUENTE

PARTICIPACIÓN PÚBLICA EN LAS REUNIONES DEL CONCEJO MUNICIPAL

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.

Servicios de traducción/interpretación en español

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

Además, se ofrecen servicios de interpretación en español en las reuniones del Concejo Municipal a pedido. Hay interpretación simultánea (inglés-español) para escuchar la reunión y la interpretación consecutiva (español a inglés) está disponible para cualquier persona que se dirija al Concejo Municipal durante las comunicaciones orales. No se requiere el uso de intérpretes proporcionados por la Ciudad y las personas pueden utilizar su propio intérprete. Debido a que existen muchos dialectos y regionalismos, la Ciudad no puede garantizar que los intérpretes puedan interpretar a un dialecto o regionalismo en particular, y se exime de cualquier responsabilidad que supuestamente surja de dichos servicios.



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

JUNE 11, 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 ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code Section 54956.9 subdivision (d)(4) (one potential case)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation and Update Regarding City Information Technology (IT) Activities

Presentation of Employee Service Awards

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

- A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF MAY 28, 2024

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of May 28, 2024.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

- C-1 CONSIDERATION OF A RESOLUTION REQUIRING CITY COUNCIL APPROVAL FOR ANY DISBURSEMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS DURING A CAMPAIGN PERIOD AND SUSPENDING THE CITY MANAGER’S AUTHORITY TO ACCEPT, CONSIDER OR APPROVE INDIVIDUAL COUNCIL MEMBERS REQUESTS FOR THE DISBURSMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS OF \$4,000 OR LESS DURING A CAMPAIGN PERIOD

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 24-5872 requiring City Council approval for any disbursement of funds allocated to the City Council for Community needs during a campaign period and suspending the City Manager’s authority to accept, consider, or approve individual Council Members requests for the disbursement of funds allocated to the City Council for Community needs of \$4,000 or less during a campaign period.

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. 24-5873

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 24-5873 approving Warrant Register No. 1573.

D-2 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN GLOBAL URBAN STRATEGIES, INC. AND THE CITY FOR COMMUNICATIONS AND GRANT WRITING SERVICES

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 1 to the Professional Services Agreement with Global Urban Strategies, Inc.; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-3 CONSIDERATION OF A RESOLUTION ADOPTING A STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2024-2025

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 24-5874 approving the City's Statement of Investment Policy for Fiscal Year 2024-2025.

D-4 CONSIDERATION OF RESOLUTIONS PERTAINING TO THE CITY'S GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 24-5875 calling for the holding of a general municipal election on Tuesday, November 5, 2024; (2) adopt Resolution No. 24-5876 requesting that the County of Los Angeles consolidate the general municipal election with the Statewide general election; (3) adopt Resolution No. 24-5877 adopting regulations relating to candidate statements; and (4) adopt Resolution No. 24-5878 providing for a Special Runoff Election in the event of a tie vote.

D-5 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2022-23

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

D-6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP FOR A DOG PARK AND NATURE TRAILS IN THE AMOUNT OF \$129,730 TO BE REIMBURSED FROM THE MEASURE A TECHNICAL ASSISTANCE 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 \$129,730; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-7 CONSIDERATION OF A LIABILITY AGREEMENT BETWEEN THE CITY AND LOS ANGELES COUNTY FOR THE COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

Staff Recommendation: It is recommended that the City Council: (1) approve the Countywide Household Hazardous Waste Collection Program Siting Liability Agreement; and (2) authorize the City Manager to execute the agreement on behalf of the City.

D-8 CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 24-5879 in support of the Homelessness, Drug Addiction, and Theft Reduction Act.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION AND UPDATE ON THE NEW DOG PARK AND NATURE TRAILS

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

ADHOC COMMITTEE REPORTS

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

NAME

Code Enforcement 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.lapuate.org>.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

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

CERTIFICATION

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

Dated this 6th day of June, 2024.

/s/

Martha Torres, MPA

City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
MAY 28, 2024

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapueente.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, May 28, 2024, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

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

ROLL CALL

Members present: Quinones, Klinakis, Argudo (present from 6:15 p.m. to 6:45 p.m.),
Mendoza, Munoz.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Susie Altamirano, City Clerk
Martha Torres, and Office Specialist Jackie Cortez.

PLEDGE OF ALLEGIANCE

Mayor Quinones led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:07 p.m. to discuss the item as posted on the agenda.

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

The City Council reconvened to open session at 7:09 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Altamirano reported out of closed session and stated that with regard to Item No. 1, report was given, feedback was provided, and no reportable action was taken.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Quinones called the meeting to order at 7:09 p.m.

ROLL CALL

Members present: Quinones, Klinakis, Mendoza, Munoz.

Members absent: Argudo.

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

PRESENTATIONS

Omar Hernandez from Global Urban Strategies, Inc. provided a PowerPoint presentation regarding updates on social media outreach and grants for the City, and introduced Cinthia Iniguez, Program Manager, managing the CalHome program.

ORAL COMMUNICATIONS – None.

BOARDS/COMMISSION/COMMITTEE REPORTS – None.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF MAY 14, 2024

Office Specialist Cortez noted for the record that the minutes were revised under Oral Communications and a copy of the revised minutes was provided to the City Council.

A motion was made by Council Member Munoz, seconded by Council Member Mendoza, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of May 14, 2024, with the revisions under Oral Communications. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Director of Community Services Bauman read edits to Item D-4 into the record.

Mayor Pro Tem Klinakis pulled Item D-6 for further discussion.

A motion was made by Council Member Munoz, seconded by Mayor Quinones, to approve Consent Calendar Items D-1 through D-5 and D-7. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 24-5869

Action Taken: The City Council and Successor Agency adopted Resolution No. 24-5869 approving Warrant Register No. 1572.

D-2 PRESENTATION OF APRIL 2024 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF APRIL 2024 INVESTMENT REPORT

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

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH GLOBAL URBAN STRATEGIES, INC. FOR PROGRAM IMPLEMENTATION FOR THE DIGITAL EMPOWERMENT PROJECT FUNDED BY THE CALIFORNIA ADVANCED SERVICES FUND

Action Taken: The City Council: (1) approved the Professional Services Agreement with Global Urban Strategies, Inc. for program implementation for the digital empowerment project funded by the California Advanced Services Fund, with the following revisions to

the agreement: the effective date shall be changed from May 14, 2024, to May 28, 2024, and Section 2 (c) shall read “ Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing a program for the digital empowerment project funded by the California Advanced Services Fund, serving a municipal agency”; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

D-5 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES

Action Taken: The City Council approve Amendment No. 5 to the Professional Services Agreement with West Coast Arborists, Inc. to extend the term to June 30, 2026.

D-6 CONSIDERATION OF A RESOLUTION DESIGNATING THE ENTITIES PERMITTED TO SELL SAFE AND SANE FIREWORKS IN THE CITY FOR 2024

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

In response to an inquiry by Mayor Pro Tem Klinakis regarding the entities that applied to sell safe and sane fireworks in the City for 2024, Director of Development Services recited the entities.

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Munoz, to adopt Resolution No. 24-5870 designating the entities permitted to sell safe and sane fireworks in the City. The motion carried by the following roll call vote:

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

D-7 CONSIDERATION OF APPOINTMENTS TO THE PLANNING COMMISSION

Action Taken: The City Council reappointed Marty Paz and Sergio Hernandez to the Planning Commission for a two-year term.

Council Member Munoz recognized and congratulated Marty Paz and Sergio Hernandez for their reappointment to the Planning Commission.

ORAL COMMUNICATIONS

Mayor Quinones reopened oral communications.

Ramiro Fuentes spoke regarding the Veterans of Foreign Wars Post 1944 and its permit to sell safe and sane fireworks in the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF APRIL 2024 BUDGET REPORT

Finance Manager Merkel Medina provided a report regarding the April 2024 budget.

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

E-2 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 23-5836 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR PART-TIME POSITIONS, AND APPROVAL OF A JOB DESCRIPTION FOR THE PART-TIME COMMUNITY RESOURCE SPECIALIST POSITION

Director of Administrative Services Grunklee provided a report on the part-time community resource specialist position and stated that the position was created for the CaliforniansForAll Youth Workforce grant that the City received.

Discussion ensued regarding maintaining partnerships with outside organizations to fill positions.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to approve Resolution No. 24-5871 rescinding resolution No. 23-5836 amending the comprehensive personnel system and approving the job description for the part-time Community Resources Specialist position. The motion carried by the following roll call vote:

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

E-3 DISCUSSION REGARDING DISCRETIONARY FUNDS (MAYOR PRO TEM KLINAKIS/COUNCIL MEMBER MUNOZ)

Council Member Munoz requested that the City Council consider the moratorium of the use of current and potential future discretionary funds during election seasons.

Mayor Klinakis further spoke regarding the recommendation to place a hold on discretionary funds during election season, which begins on July 15, 2024.

Council Member Mendoza spoke regarding her support on the item and spoke regarding the possibility of assisting a cause or organization that may be in dire need of funds during the election period.

Council Member Quinones recommended that if an organization is in need of funding during the election period, the consideration may be placed as an agenda item.

Direction was provided to Staff to bring back at the next City Council meeting a resolution regarding discretionary fund usage as discussed.

AD HOC COMMITTEE REPORTS

Code Enforcement and Public Safety Committee: Nothing to report.

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

Project LEAD Committee: Nothing to report.

LPQT Action Committee: Nothing to report.

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

Grant Writing Committee: Nothing to report.

AB 1234 REPORTS

Mayor Pro Tem Klinakis reported that he attended the California Contract Cities Association Annual Conference and thanked Director of Development Services Di Mario for attending.

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Klinakis stated that Council Member Argudo was not able to attend tonight's meeting due to an accident involving an individual from the La Puente Valley County Water District, and Mayor Pro Tem Klinakis wished the individual and his family well.

ORAL COMMENTS FROM STAFF

Director of Community Services Bauman spoke regarding upcoming Community Services programs and events.

City Manager Lindsey and Mayor Pro Tem Klinakis spoke regarding the installation of a new water fountain at City Hall.

City Manager Lindsey noted that Staff is working on the animal kennel and dog park project on Old Valley.

Director of Development Services Di Mario reported that the billboard on Valley Blvd. and Old Valley Blvd. would be installed on June 24, 2024.

ADJOURNMENT

There being no further business before the City Council, Mayor Quinones adjourned the meeting at 8:00 p.m.

Approved this 11th day of June, 2024.

Martha Torres, MPA
City Clerk

Gabriel Quiñones
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

By: Susie Altamirano, City Attorney

SUBJECT: CONSIDERATION OF A RESOLUTION REQUIRING CITY COUNCIL APPROVAL FOR ANY DISBURSEMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS DURING A CAMPAIGN PERIOD AND SUSPENDING THE CITY MANAGER'S AUTHORITY TO ACCEPT, CONSIDER OR APPROVE INDIVIDUAL COUNCIL MEMBERS REQUESTS FOR THE DISBURSEMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS OF \$4,000 OR LESS DURING A CAMPAIGN PERIOD

BACKGROUND/DISCUSSION

On May 10, 2022, the City Council adopted a policy to allow for the expenditures of funds allocated to the City Council for community needs up to \$4,000 by individual Council Members, with the understanding that all expenditures are communicated to the City Manager, adhere to state and federal guidelines, and are reported in the warrant register. In addition, any requests for funds allocated to the City Council for community needs above \$4,000 shall be added to the City Council agenda with the request presented to the City Council for consideration and approval, adhered to state and federal guidelines, and are reported in the warrant register. These funds have been utilized for public use and/or programs that benefit the public and the community.

At the May 28, 2024, Regular City Council Meeting, Mayor Pro Tem Klinakis and Council Member Munoz requested an item for discussion at the next City Council meeting regarding the use of funds allocated to the City Council for community needs by the City Council during an election season. The City Council provided direction for the City Attorney's Office to present a resolution limiting the use of funds allocated to the City Council for community needs during an election season or campaign period.

A campaign period would commence on the date candidate(s) for City Council are permitted to pull papers for a specific municipal election at which one or more City Council seats will be up for election and ending immediately after the date of the election. The 2024 campaign period would commence on July 15, 2024, and end on November 6, 2024.

The City Council also provided direction to not limit the complete use of funds allocated to the City Council for community needs during a campaign period, recognizing the benefit these funds provide to the community, and instead any request for these funds be presented to the City Council for consideration and potential approval during a duly noticed City Council meeting.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-5872 requiring City Council approval for any disbursement of funds allocated to the City Council for Community needs during a campaign period and suspending the City Manager's authority to accept, consider, or approve individual Council Members requests for the disbursement of funds allocated to the City Council for Community needs of \$4,000 or less during a campaign period.

ATTACHMENTS

Attachment "A": Resolution No. 24-5872

RESOLUTION NO. 24-5872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, REQUIRING CITY COUNCIL APPROVAL FOR ANY DISBURSEMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS DURING A CAMPAIGN PERIOD AND SUSPENDING THE CITY MANAGER'S AUTHORITY TO ACCEPT, CONSIDER OR APPROVE INDIVIDUAL COUNCIL MEMBERS REQUESTS FOR THE DISBURSEMENT OF FUNDS ALLOCATED TO THE CITY COUNCIL FOR COMMUNITY NEEDS OF \$4,000 OR LESS DURING A CAMPAIGN PERIOD

WHEREAS, the City Council is a steward of public funds, seeks to remain impartial and avoid the appearance of impropriety in its use of funds allocated to the City Council for community needs and safeguard the electoral process; and

WHEREAS, on May 10, 2022, the City Council adopted a policy to allow for the expenditure of funds allocated to the City Council for community needs, up to \$4,000, by individual Council Members, with all expenditures communicated to the City Manager, adhered to state and federal guidelines, and reported in the warrant register; and

WHEREAS, on May 10, 2022, the City Council also adopted a policy where any requests above \$4,000 shall be an agenda item at a duly noticed City Council meeting, with the request presented to the City Council for consideration and potential approval, adhered to state and federal guidelines, and are reported in the warrant register; and

WHEREAS, the City Council now seeks to impose reasonable restrictions on the current use of funds allocated to the City Council for community needs by individual Council Members that fall below the \$4,000 threshold during a Campaign Period as defined under Section 2 of this Resolution, below; and

WHEREAS, the 2024 Campaign Period commences on July 15, 2024, and ends on November 6, 2024; and

WHEREAS, the City Council desires to not limit the complete use of funds allocated to the City Council for community needs recognizing the benefit of these funds provide to the community and instead direct any request for these funds, in any amount, during the Campaign Period, be presented to the City Council for consideration and potential approval during a Council meeting.

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. For purposes of this Resolution the capitalized term “Campaign Period” means a period of time commencing from the date candidate(s) for City Council office are permitted to pull papers for a specific municipal election at which one or more City Council seats will be up for election and ending immediately after the date of the election. The City Council hereby resolves that during any Campaign Period the City Manager’s authority to accept, consider or approve individual Council Member requests for the disbursement of funds allocated to the City Council for community needs of \$4,000 or less shall be suspended. During any Campaign Period, all requests for the disbursement of funds allocated to the City Council for community needs of \$4,000 or less must be presented to the City Council for consideration and potential approval as an agenda item at a duly noticed City Council meeting. It also affirmed that for disbursement requests in excess of \$4,000, only the City Council shall be authorized to approve such request irrespective of whether the request is made during or outside of a Campaign Period.

SECTION 3. The City Council hereby directs City staff to take all necessary steps to institute this policy and enforcement of its requirements and restrictions.

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

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

PASSED, APPROVED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Gabriel Quinones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

RESOLUTION NO. 24-5873

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,517,192.37 (WARRANT
REGISTER 1573)**

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 12474 through 12549; ACH(s) numbered 723 through 725; and Drafts numbered 02506 through 02509 except for voided warrant 12497 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 11th day of June, 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 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
723	5/24/2024 00300	BRAHAW 03/24 LEGAL-LEWIS VS.CITY OF LP	BRACY HAWKINS LAW, PC	100-1110-53114	18,823.00 18,823.00
724	5/24/2024 5610002045 5610002048	YUNLLC 04/24 TS RESPONSE-AMAR/DEL VALLE 04/24 TS RESPONSE CALL OUTS	YUNEX LLC	200-3120-53819 200-3120-53819	3,055.80 144.33 2,911.47
725	5/31/2024 617	GLOURB CASF DIGITAL LITERACY GRANT	GLOBAL URBAN STRATEGIES, INC	280-3300-53111	37,876.00 37,876.00
12474	5/24/2024 INV0010864 INV0010864	ALFCOM RRFB OLD VALLY/FIRST ST RETENTION PYMT RRFB OLD VALLY/FIRST ST RETENTION PYMT	ALFARO COMMUNICATIONS CONSTRUCTION	203-20220 220-20220	9,997.14 7,997.71 1,999.43
12475	5/24/2024 1DDL-YN1T-QT3W 1GYJ-7JCK-4NFY 1PQ9-DNHY-46YH 1Q3N-PVHV-F3KY 1QFG-R73H-MWH6	AMABUS FLAG SET-3RD OF JULY PET MICROSHIP READER CERTIFICATE PAPER FTHP SUPPLIES/HOUSING GENERAL SUPPLIES	AMAZON CAPITAL SERVICES INC	100-10250 100-2130-53011 100-3310-53011 100-3320-53011 100-1150-53011	701.49 281.60 39.47 26.64 90.51 263.27
12476	5/24/2024 10308	ANTINC TRANSCIEVER MODULES (6)	ANTROPY, INC	550-6100-53018	930.78 930.78
12477	5/24/2024 000021711585 000021711586	ATT 04/13-05/12 PHONE-COMM/YLAC 04/13-05/12 PHONE-LP PARK SNACK BAR	AT&T	100-4100-53715 285-3330-53715	85.89 57.26 28.63
12478	5/24/2024 IN2735317	CBE4AM 04/20-05/19 FACILITY COPIER	CBE OFFICE SOLUTIONS	100-1150-53911	1,072.03 1,072.03
12479	5/24/2024 0400926051024	TIMEWA 05/10-06/09 FIBER 1GBPS	CHARTER COMMUNICATIONS	100-1150-53715	1,343.00 1,343.00
12480	5/24/2024 29	CHRPER Fitness Instructor Payment	CHRISTOPHER PEREZ ARIAS	263-3320-53111	1,050.00 1,050.00
12481	5/24/2024 83126476	CONCEN EMPLOYEE BAT	CONCENTRA	100-1135-53406	61.00 61.00
12482	5/24/2024 30718011	CORLOG 04/24 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	247.50 247.50
12483	5/24/2024 22991 22992	DAROLI 04/24 LEGAL SVC-CODE ENF 04/24 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114 100-2110-53114	591.60 254.10 337.50
12484	5/24/2024 IN1328503 IN1330017 IN1336691	DEPTPUB FY 24/25 SNACK BAR LIC FEE FY 24/25 SC ANNUAL LICENSE FEE FY 24/25 CC ANNUAL LICENSE FEE	DEPT OF PUBLIC HEALTH	285-10250 100-10250 285-10250	1,170.00 400.00 400.00 370.00
12485	5/24/2024 26	SAMSAR 05/24 VIDA MONTHLY RENT	DR. SAMIR SARGIOS DVM	100-2130-53111	5,000.00 5,000.00
12486	5/24/2024 22231457	EWIIRR FERTILIZER	EWING IRRIGATION PRODUCTS INC.	100-3330-53814	986.54 986.54

Check Register Report

Payment Dates: 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
12487	5/24/2024 CD2501002802	EXPERI 04/24 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.00 27.00
12488	5/24/2024 CACIT73683 CACIT73809 CACIT74404 CACIT74565	COMFAS LP PARK JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES CH JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES	FASTENAL COMPANY	100-3330-53011 100-3330-53011 100-1150-53011 100-3330-53011	1,912.57 560.58 660.32 123.65 568.02
12489	5/24/2024 53692 53693 53694	FRANKL CH-A/C UNIT MTCE SR CTR A/C MTCE COMM CTR-A/C MTCE	FRANKLIN AIR CONDITIONING &	100-1150-53811 100-4130-53811 100-4100-53811	2,154.25 1,093.00 270.00 791.25
12490	5/24/2024 9106775704 9106775712 9107746621	GRAING SWIVEL HOSE-GRAFFITI TRUCK DIESEL NOZZLE SWIVEL HOSE-GRAFFITI TRUCK	GRAINGER	200-3120-53012 200-3120-53012 200-3120-53012	493.18 78.67 335.84 78.67
12491	5/24/2024 5264	HACLWN MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53813	26.29 26.29
12492	5/24/2024 LP0010	HEAANI SPAY & NEUTER PROGRAM	HEART	263-3320-53111	9,000.00 9,000.00
12493	5/24/2024 1010-0224 1010-0324	HELHEA 02/24 HELUNA-FEBRUARY 03/24 HELUNA-MARCH	HELUNA HEALTH	280-3300-53111 280-3300-53111	72,125.80 36,409.07 35,716.73
12494	5/24/2024 24233EC 24233EC	LACSHF 02/24 LAW ENF SVC 02/24 LIABILITY INS	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	705,538.48 632,670.49 72,867.99
12495	5/24/2024 16106	MANCIL LP ZONING MAP	MANCILLA'S QUALITY PRINTING LLC	100-3330-53976	82.50 82.50
12496	5/24/2024 139973 140008 140017 140018 140055 140059 140068 140069 140093 140099 140115 140117 140121 140145 140158 140181 140189 140212 140213 140215 140228 140236 140238 140255 140273	MERRIT GRAFFITI SUPPLIES COBBERT DUSTER STRAPS FIRE EXT STD TAP TRIPLE/THERMOSTATE BOLT CUTTER HOSE/CLAMP THERMOSTAT COUPLE BARS-WATER HEATER SHARKBITE CONN/CLIP/ADAPTER PADLOCK WALLPLT KEY CAP/CUT KEY EXTNSN CORD/CABLE TIE/PWR STRIP FSA TRIMMER THREAD SEAL TAPE/CAPS TILE LEVELING/TROWL FAST CHARGER HLA STRIMMER/BATTERY CUTEND MOPHEAD/NOZZLE SPRAYPAINT PIPE SPRAYPAINT/WTR HTR PAN MTCE TOOLS THREADLOCKER/WASHER	MERRITTS HARDWARE	200-3120-53016 285-3330-53822 285-3330-53822 100-2110-53011 285-3330-53822 100-2130-53011 200-3120-53012 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53813 100-4100-53012 100-1150-53011 285-3330-53822 100-3330-53811 285-3330-53822 285-3330-53814 100-3330-53811 100-3330-53811 100-3330-53813 200-3120-53016 285-3330-53822 200-3120-53016 100-3330-53813 555-3150-53812	2,574.58 57.33 13.19 12.49 412.34 47.93 49.49 23.69 -24.19 16.70 29.01 27.49 10.10 6.57 64.43 575.97 6.79 20.88 197.99 212.98 62.63 15.40 43.96 108.77 42.87 16.98

Check Register Report

Payment Dates: 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	140313	KITCHEN CLEANER		100-1150-53011	47.03
	140318	FLAT SCREW		100-4100-53813	2.19
	140341	LAMPS		285-3330-53822	8.78
	140353	SPRAYPAINT		200-3120-53016	15.38
	140357	SPONG RUBBER TAPE		100-1150-53011	16.04
	140364	FAST SET CONCRETE		200-3120-53821	10.44
	140367	CONTRACTOR BAG		100-3325-53011	31.38
	140368	SPRAYPAINT/ROLLER		200-3120-53016	108.27
	140382	BUCKET/CORD		100-1150-53012	109.96
	140409	GLASS CLEANER/MOTOR OIL/SPRYPNT		200-3120-53016	79.20
	140436	COFFEE SHOP SUPPLIES		285-3330-53822	17.14
	140445	UMBRELLA BASE		100-3330-53813	76.98
12498	5/24/2024	NATENSVC	NATIONWIDE ENVIRONMENTAL SERVICES		4,467.11
	34024	04/24 CATCH BASIN CLEANING		284-3100-53111	4,467.11
12499	5/24/2024	RIZOLI	OLIVIA RIZK		1,000.00
	INV0010868	SCHOLARSHIP REIMBURSEMENT- RIZK		100-4140-53992	1,000.00
12500	5/24/2024	QUINMO	QUINTIN'S MOBIL		176.59
	1014742	FUEL		555-3150-53014	176.59
12501	5/24/2024	REGION	REGIONAL TAP SERVICE CENTER		1,232.92
	6022636	04/24 EZ/FOOTHILL MONTHLY PASS		210-3130-53915	1,232.92
12502	5/24/2024	RUGRAD	RUGGED RADIOS		1,724.78
	938358	HANDHELD 2-WAY RADIOS (QTY 10)		550-6100-53018	1,724.78
12503	5/24/2024	SGVWC	S.G.V. WATER CO		1,097.69
	INV0010861	04/10-05/10 WTR-715 IRRIG		200-3120-53714	339.08
	INV0010862	04/10-05/10 WTR-545 IRRIG		200-3120-53714	369.35
	INV0010863	04/10-05/10 WTR-15900 MAIN ST		200-3120-53714	389.26
12504	5/24/2024	SITEON	SITEONE LANDSCAPE SUPPLY, LLC		2,609.07
	138646393-1	LANDSCAPE SUPPLIES		100-3330-53822	569.22
	139754623-1	IRRIGATION SUPPLIES		285-3330-53822	296.66
	140047671-1	PARK SUPPLIES		100-3330-53822	881.08
	140049380-1	HERBICIDE		200-3120-53814	356.29
	140227138-1	IRRIGATION SUPPLIES		200-3120-53814	505.82
12505	5/24/2024	AQMD	SOUTH COAST AQMD		323.62
	4348797	FY 23/24 SR CTR-AQMD FEE		100-4130-53811	161.81
	4352128	FY 23/24 YLAC AQMD FEE		285-3330-53813	161.81
12506	5/24/2024	NATSTA	STACEY NATIVIDAD		1,000.00
	INV0010869	SCHOLARSHIP REIMBURSEMENT-NATIVIDAD		100-4140-53992	1,000.00
12507	5/24/2024	SCOFTEB	STATE CONTROLLER		26.31
	FTB-00006741	FY 22/23 ADMIN CITATION PROCESSING		100-2110-53111	26.31
12508	5/24/2024	TARGET	TARGET SPECIALTY PRODUCTS		929.72
	INVP501481661	HERBICIDE		100-3330-53814	929.72
12509	5/24/2024	TERMI	TERMINIX PROCESSING CENTER		189.00
	446454434	05/03 CH PEST CONTROL		100-1150-53813	85.00
	446454507	05/03 CH PEST CONTROL		100-1150-53813	104.00
12510	5/24/2024	SGVLGB	THE SAN GABRIEL VALLEY LGBTQ+ CENTER		7,500.00
	INV0010866	LGBTQ+NONPROFIT SUPPORT		100-4100-53111	7,500.00
12511	5/24/2024	TURTAN	TURF TANK		345.55
	70116	TURF TANK PUMP		100-3330-53811	345.55

Check Register Report

Payment Dates: 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
12512	5/24/2024 177867150	ULINE BAKERY DISPLAY CASE/CLEAR TRAY	ULINE	100-3330-53976	538.21 538.21
12513	5/24/2024 INV0010859	VALSOL REFUND TEE BALL-ESCALANTE	VALERIA SOLIS	100-47260	80.00 80.00
12514	5/24/2024 S125354832.2	WALIRW LP PARK ELECTRICAL SUPPLIES	WALTERS WHOLESALE ELECTRIC CO.	285-3330-53822	224.14 224.14
12515	5/24/2024 410577 410991 411144	FERWHI BROWN BARK TOP SOIL-NATURE CENTER BROWN CHIPS-NATURE CENTER	WHITTIER FERTILIZER CO	100-3330-53814 100-3330-53814 100-3330-53814	449.82 251.37 48.51 149.94
12516	5/24/2024 003-38861 003-38861 006-27739	WILENG 03/24 HSIP CCLE 8 03/24 HSIP CYCLE 8 04/24 LAPU INYO STORM DRAIN/DRYWALL	WILLDAN ENGINEERING	203-5586-59600 205-5586-59600 284-5615-59210	14,681.69 4,928.00 4,928.00 4,825.69
12517	5/24/2024 INV0010857	WILCON C&D DEPOSIT REFUND-1010 N UNRUH	WILLOWDALE CONGREGATION OF JEHOVAH'S WITNESSES	600-23280	2,010.00 2,010.00
12518	5/24/2024 INV0010858	JINGYE C&D DEPOSIT REFUND-16979 TURK	YE JINGYANG	600-23280	1,200.00 1,200.00
12519	5/31/2024 154116 155018	AMARGL 04/24 VET SERVICES 05/24 VET SERVICES	AMAR GLEN VETERINARY HOSPITAL	100-2130-53111 100-2130-53111	330.00 165.00 165.00
12520	5/31/2024 13ML-XHQF-31DJ 14KJ-YLFV-KQ6H 19WM-WY7C-34PL 1CHK-4QNC-36JW 1MYL-HYFM-GGQD 1N1Y-GG9K-HKJ6 1WYX-1V4J-CXLC 1Y3Y-4YRV-6K1R	AMABUS LAPTOP BRIEFCASE CABLE CLIPS BINDERS CABLE CLIPS LABELS/EARPODS CABLE FOR SPEAKERS BLUETOOTH HEADSET EARPODS	AMAZON CAPITAL SERVICES INC	100-1120-53011 550-6100-53018 100-1120-53011 550-6100-53018 100-1150-53011 550-6100-53018 100-1130-53011 100-1150-53011	266.83 32.74 -70.44 44.65 70.44 103.92 48.12 54.99 -17.59
12521	5/31/2024 34066	AMERLE 2024 CODE UPDATE SUPPLEMENTAL PGS	AMERICAN LEGAL	100-1120-53412	692.75 692.75
12522	5/31/2024 LPM-24-000610 LPM-24-000825	AMERI 03/24 LOAN MONITORING 04/24 LOAN MONITORING	AMERINAT	100-3320-53111 100-3320-53111	1,000.00 500.00 500.00
12523	5/31/2024 0012773	B2PRIN BUSINESS CARDS-SAUCEDO	B2 PRINT	100-4130-53011	48.50 48.50
12524	5/31/2024 INV0010874	INCBEN REFUND-BL#22745	BENNET INCLAN FOX	100-42130	440.00 440.00
12525	5/31/2024 0029105051424	TIMEWA 05/14-06/13 SC CABLE/INTERNET	CHARTER COMMUNICATIONS	100-4130-53715	119.16 119.16
12526	5/31/2024 30	CHRPER Fitness Instructor Payment	CHRISTOPHER PEREZ ARIAS	263-3320-53111	1,050.00 1,050.00
12527	5/31/2024 4193583969 4193584043	CINTA 05/23 SR CTR MAT RENTAL 05/23 CH MAT RENTAL	CINTAS CORPORATION #693	100-4130-53012 100-1150-53813	543.36 433.72 109.64
12528	5/31/2024 83198891	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406	252.00 252.00

Check Register Report

Payment Dates: 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
12529	5/31/2024 SGC-0015	GOODW 03/24 PAYROLL	GOODWILL OF SOUTHERN CALIFORNIA	280-3300-53111	42,225.74 42,225.74
12530	5/31/2024 24314	HACOUT MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015	105.57 105.57
12531	5/31/2024 67986	INHOFA PRESSURE WASHER GUN & SUPPLIES	INDUSTRY HOSES & FASTNERS	200-3120-53012	384.41 384.41
12532	5/31/2024 161631	GONSALV 06/24 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
12533	5/31/2024 INV0010876	JOSREY 05/16-22 SHOPPING CART-MILEAGE REIM	JOSE REYES	555-3150-53014	162.81 162.81
12534	5/31/2024 IN240000771 IN240000776	LACRDD 08-03/24 TS CALIFORNIA @NELSON 08-03/24 TS NELSON@PUENTE	LA CO DEPT PUBLIC WORKS	200-3120-53016 200-3120-53016	3,517.86 3,095.01 422.85
12535	5/31/2024 RE-PW-24050606622 RE-PW-24050606986	LACRD 04/24 IW LA PUENTE 04/24 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	16,784.07 3,101.63 13,682.44
12536	5/31/2024 051	MARK ANIMAL CONTROL VEH MOD-DOG CONTAINMENT B...	MARK'S WELDING SERVICE	100-2130-53111	12,750.00 12,750.00
12537	5/31/2024 3604-423640	OREILLY SUPPLIES-TORO CART	O'REILLY AUTO PARTS	555-3150-53812	56.46 56.46
12538	5/31/2024 INV0010875	LOPREA EDUCATION REIM-LOPEZ	REANNA LOPEZ	100-1135-53151	3,804.00 3,804.00
12539	5/31/2024 4352982	AQMD 07/23-06/24 CH AQMD FEE	SOUTH COAST AQMD	100-1150-53811	161.81 161.81
12540	5/31/2024 180022881228 180032544501 180032544506	SOSUBW 04/19-05/17 WTR-6000064023 04/19-05/17 WTR-6000060246 04/19-05/17 WTR-6000060264	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714	574.78 180.19 156.24 238.35
12541	5/31/2024 7405/1	SUNGRO LP PARK PLANTS	SUNSHINE GROWERS	285-3330-53814	586.59 586.59
12542	5/31/2024 INV0010878	GASCO 02/01-03/04 GAS-SR CENTER	THE GAS COMPANY	100-4130-53711	398.70 398.70
12543	5/31/2024 8227	RIGMAN SPRAY GUN SUPPLIES	THE RIG MAN	200-3120-53012	88.33 88.33
12544	5/31/2024 INV0010873	TMOBILE 04/21-05/20 PHONE-MTCE WIRELESS	T-MOBILE	100-3100-53715	1,159.00 1,159.00
12545	5/31/2024 INV0010872	TMOBILE 04/21-05/20 PHONE-CE WIRELESS	T-MOBILE	100-2110-53715	226.94 226.94
12546	5/31/2024 INV0010871	TMOBILE 04/21-05/20 PHONE-PUBLIC SAFETY	T-MOBILE	100-2100-53715	556.67 556.67
12547	5/31/2024 045-468774	INCODE FY 24/25 EXECUTIME-CLOUD TIME & ATTENDANCE	TYLER TECHNOLOGIES, INC.	550-10250	2,984.36 2,984.36
12548	5/31/2024 S125354832.1 S125460217.1	WALIRW LP PARK ELECTRICAL SUPPLIES LP PARK ELECTRICAL SUPPLIES	WALTERS WHOLESALE ELECTRIC CO.	285-3330-53822 285-3330-53822	270.20 114.67 155.53

Check Register Report

Payment Dates: 5/21/2024 - 5/31/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
12549	5/31/2024 003-39020	WILENG 04/24 ENGINEERING PERMITS SVC	WILLDAN ENGINEERING	100-3110-53120	4,080.70 4,080.70
DFT0002506	5/31/2024 97206959	WEXBANK 05/24 FUEL PURCHASES	WEX BANK	555-3150-53014	7,802.69 7,802.69
DFT0002507	5/31/2024 2564648 2564648 2564648	BANK 2019B DEBT SERVICE PAYMENT 2019B DEBT SERVICE PAYMENT 2019B DEBT SERVICE PAYMENT	US BANK	310-3120-53989 310-3120-53990 410-10120	187,499.97 140,000.00 47,500.00 -0.03
DFT0002508	5/31/2024 2564656 2564656 2564656	BANK 2019A DEBT SERVICE PAYMENT 2019A DEBT SERVICE PAYMENT 2019A DEBT SERVICE PAYMENT	US BANK	305-3120-53989 305-3120-53990 405-10120	208,418.72 155,000.00 53,418.75 -0.03
DFT0002509	5/31/2024 INV0010877	THEBAN 2016 SEWER INTEREST PAYMENT	THE BANK OF NEW YORK	500-3210-53990	96,616.75 96,616.75
Grand Total:					1,517,192.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	787,039.25
200 - GAS TAX FUND	24,175.08
203 - MEASURE M FUND	12,925.71
205 - MEASURE R FUND	4,928.00
210 - PROP A FUND	1,232.92
220 - SB821 (TDA) FUND	1,999.43
263 - AMERICAN RESCUE PLAN ACT FUND	11,100.00
280 - MISCELLANEOUS GRANTS FUND	152,227.54
284 - MEASURE W	9,292.80
285 - LIGHTING & LANDSCAPE MAINTENANCE	2,622.63
305 - 2019A - DEBT SERVICE FUND	208,418.75
310 - 2019B - DEBT SERVICE FUND	187,500.00
405 - 2019A CAPITAL PROJECT FUND	-0.03
410 - 2019B CAPITAL PROJECT FUND	-0.03
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	96,616.75
550 - EQUIPMENT REPLACEMENT FUND	5,688.04
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	8,215.53
600 - SPECIAL DEPOSIT FUND	3,210.00
Grand Total:	1,517,192.37

Account Summary

Account Number	Account Name	Payment Amount
100-10250	Prepaid Expenses	681.60
100-1100-53111	Contract Services - Priva...	2,500.00
100-1110-53114	Legal Services - General	18,823.00
100-1120-53011	Operating Supplies	77.39
100-1120-53412	Municipal Code Publishi...	692.75
100-1130-53011	Operating Supplies	54.99
100-1135-53151	Education & Training	3,804.00
100-1135-53406	Recruitment Expenses	313.00
100-1150-53011	Operating Supplies	542.89
100-1150-53012	Small Tools & Equipment	109.96
100-1150-53715	Utility - Communications	1,343.00
100-1150-53811	Equipment Maintenance	1,254.81
100-1150-53813	Facility Maintenance	298.64
100-1150-53911	Equipment Lease/Rental	1,072.03
100-2100-53110	Contract Services - LA Sh...	632,670.49
100-2100-53186	Liability Trust Fund	72,867.99
100-2100-53715	Utility - Communications	556.67
100-2110-53011	Operating Supplies	412.34
100-2110-53111	Contract Services - Priva...	26.31
100-2110-53114	Legal Services - General	591.60
100-2110-53715	Utility - Communications	226.94
100-2130-53011	Operating Supplies	88.96
100-2130-53111	Contract Services - Priva...	18,080.00
100-3100-53715	Utility - Communications	1,159.00
100-3110-53120	Engineering Permits	4,080.70
100-3110-53121	Industrial Waste Inspect...	3,101.63
100-3310-53011	Operating Supplies	26.64
100-3320-53011	Operating Supplies	90.51
100-3320-53111	Contract Services - Priva...	1,274.50
100-3325-53011	Operating Supplies	31.38
100-3330-53011	Operating Supplies	1,788.92
100-3330-53015	Uniform/Boot Reimburs...	105.57
100-3330-53811	Equipment Maintenance	1,332.49
100-3330-53813	Facility Maintenance	208.77
100-3330-53814	Landscape Maintenance	2,366.08

Account Summary

Account Number	Account Name	Payment Amount
100-3330-53822	Park Maintenance & Re...	1,450.30
100-3330-53976	Special Departmental	620.71
100-4100-53012	Small Tools & Equipment	10.10
100-4100-53111	Contract Services - Priva...	7,500.00
100-4100-53715	Utility - Communications	57.26
100-4100-53811	Equipment Maintenance	791.25
100-4100-53813	Facility Maintenance	2.19
100-4130-53011	Operating Supplies	48.50
100-4130-53012	Small Tools & Equipment	433.72
100-4130-53711	Utility - Gas	398.70
100-4130-53715	Utility - Communications	119.16
100-4130-53811	Equipment Maintenance	431.81
100-4140-53992	Scholarships	2,000.00
100-42130	Special Permits	440.00
100-47260	Recreation Programs	80.00
200-3120-53012	Small Tools & Equipment	989.61
200-3120-53016	Graffiti Removal Supplies	3,902.21
200-3120-53714	Utility - Water	1,672.47
200-3120-53814	Landscape Maintenance	862.11
200-3120-53819	Signal Maintenance	16,738.24
200-3120-53821	Traffic Markings/Signs	10.44
203-20220	Retention Payable	7,997.71
203-5586-59600	Other Services	4,928.00
205-5586-59600	Other Services	4,928.00
210-3130-53915	Public Transit Subsidy	1,232.92
220-20220	Retention Payable	1,999.43
263-3320-53111	Contract Services - Priva...	11,100.00
280-3300-53111	Contract Services - Priva...	152,227.54
284-3100-53111	Contract Services - Priva...	4,467.11
284-5615-59210	Design Engineering	4,825.69
285-10250	Prepaid Expenses	770.00
285-3330-53715	Utility - Communications	28.63
285-3330-53813	Facility Maintenance	189.30
285-3330-53814	Landscape Maintenance	607.47
285-3330-53822	Park Maintenance & Re...	1,027.23
305-3120-53989	Principal Payments	155,000.00
305-3120-53990	Interest Payments	53,418.75
310-3120-53989	Principal Payments	140,000.00
310-3120-53990	Interest Payments	47,500.00
405-10120	Cash with Fiscal Agent	-0.03
410-10120	Cash with Fiscal Agent	-0.03
500-3210-53990	Interest Payments	96,616.75
550-10250	Prepaid Expenses	2,984.36
550-6100-53018	Computer Hardware & S...	2,703.68
555-3150-53014	Fuel	8,142.09
555-3150-53812	Vehicle Maintenance	73.44
600-23280	Deposit - C & D	3,210.00
Grand Total:		1,517,192.37

Project Account Summary

Project Account Key	Payment Amount
None	1,401,566.33
30224E	1,274.50
98524E	114,351.54
Grand Total:	1,517,192.37



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN GLOBAL URBAN STRATEGIES, INC. AND THE CITY FOR COMMUNICATIONS AND GRANT WRITING SERVICES

BACKGROUND

Community engagement is a vital component of the City's strategy for delivering quality public services. Staff recognized a need for additional support in the areas of communications management and grant writing services and recommended a consultant with expertise in these fields.

At its May 10, 2022, City Council meeting, the City Council approved a Professional Services Agreement for thirty-six (36) months, with two (2) optional twelve-month extensions at the discretion of the City.

In addition to providing a marked improvement in aesthetics and branding, an increase in the number of subscribed followers, better functionality of the City's social media platforms including Facebook, Instagram, and "X" (formerly Twitter), and a considerable increase in traffic on the City's website, the agreement with Global Urban Strategies, Inc. has yielded the award of over \$7 million in grant funds to the City.

DISCUSSION

Based on the well documented success of Global Urban Strategies, Inc., City staff is recommending an Amendment to the Professional Services Agreement to increase the monthly fee from \$16,000 to \$18,000 for the communication and grant writing services, effective July 1, 2024, and then yearly thereafter on July 1st the monthly fee will be increased by three (3%) percent during the term of the Agreement. Additionally, this amendment provides for a five-year contract term beginning July 1, 2024 and ending June 30, 2029.

FISCAL IMPACT

The increase in the contract price for fiscal year 2024/2025 is \$24,000 and will be included in the fiscal year 2024/2025 operating budget.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 1 to the Professional Services Agreement with Global Urban Strategies, Inc.; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 1 to the Professional Services Agreement with Global Urban Strategies, Inc.

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT FOR
COMMUNICATION AND GRANT WRITING SERVICES BETWEEN THE CITY AND
GLOBAL URBAN STRATEGIES, INC., A CALIFORNIA CORPORATION.**

This Amendment No. 1 to the Professional Services Agreement for communications and grant writing services (“Agreement”), is made and entered into this 11th day of June, 2024, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Global Urban Strategies, Inc., a California based Corporation, (“Consultant”). The City and Global Urban Strategies, Inc. are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on June 1, 2022, the City and Consultant entered into the Agreement under which Consultant agreed to provide communication and grant writing to the City; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1 , and have agreed to amend Section 1 (Term) and Section 4 (Payment) as set forth below.

AMENDMENT

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

The first sentence of Section 1, Term, is hereby amended to read in its entirety as follows:

Section 1. TERM This agreement shall commence July 1, 2024, and shall remain and continue in effect for sixty (60) months unless sooner terminated pursuant to the provisions of this Agreement.

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

Section 4. PAYMENT Effective July 1, 2024, Consultant shall be paid an amount not to exceed Eighteen Thousand Dollars (\$18,000) per month and the monthly fee will be increased annually by three (3%) percent each year on July 1st thereafter during the term of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement No. 22-1524 as of the Effective Date.

CITY OF LA PUENTE

GLOBAL URBAN STRATEGIES, INC.

By: _____
Bob Lindsey, City Manager

By: _____
Omar Hernandez, President/CEO

Attest:

By: _____
Martha Torres, MPA, City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

EXHIBIT A

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made on May 10, 2022 and effective as of June 01, 2022, between the City of La Puente, a municipal corporation ("City") and Global Urban Strategies, Inc., a California based C 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 for thirty-six (36) months unless sooner terminated pursuant to the provisions of this Agreement, with two (2) twelve-month extensions upon the City's discretion.

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 first-class manner in conformance with the standards of quality normally observed by an entity grant writing 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 Sixteen Thousand Dollars (\$16,000) per month during 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 with 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) The City may without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least sixty (60) 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.

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

6. OWNERSHIP OF DOCUMENTS

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

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

INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

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

With a copy to:

Victor Ponto, Esq.
Olivarez Madruga Lemieux O'Neill
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Global Urban Strategies, Inc.
Omar E. Hernandez, Chief Executive Officer
2200 South Fremont Avenue #208
Alhambra, CA 91803
Tel: (626) 383-6565

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and 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)

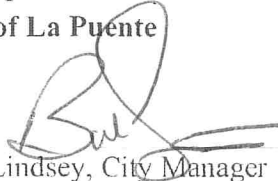
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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.

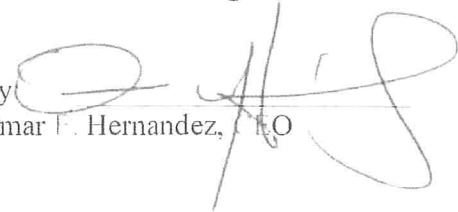
"CITY"

City of La Puente

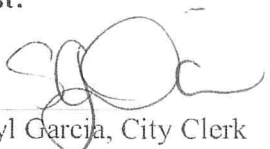
By: 
Bob Lindsey, City Manager

"CONSULTANT"

Global Urban Strategies, Inc

By: 
Omar F. Hernandez, CEO

Attest:

By: 
Sheryl Garcia, City Clerk

Approved as to form:

By: 
Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Segment 1: Communications and Social Media

Task #1 Initial Consultation and Program Development

- Global will work with City-identified Staff to assess and evaluate the municipality's public communication needs.
- Request information from City staff to prepare a list of communications tools, initiatives, publications, social media platforms, and media engagement to assess and inventory.
- Review and evaluate the identified communications materials, social media messaging, website content, community engagement strategies to determine efficiency.
- Request information and interview City staff to collaboratively develop a public relations and community engagement strategy.
- Prepare a list of the findings to include recommendations that outline identified issues, gaps, and best practices to address with the City.
- Assist in the scheduling of meetings with City staff to present research findings.

Task #2 Program Implementation

- Create/design **all collateral material for the City** of La Puente including ICSC packets, State of the City Presentations, and special event announcements.
- Continue the implementation of the new Strategic Communications and Social Media Calendar to increase quality and quantity of the City's image and message to the community residents, existing and new businesses, media outlets, and philanthropic organizations.
- Build internal capacity by implementing a comprehensive set of communications policies and procedures for city staff to use beyond the scope of the consulting contract.
- Manage and monitor the City's ongoing communications on website and social media platforms through Hootsuite or other media management tools.
- Ensure that all designs are compatible with the City billboards, website, and social media platforms.
- Manage and monitor the City's ongoing communications on website and social media platforms through Hootsuite or other media management tools.
- Ensure that all designs are compatible with the City billboards, website, and social media platforms.
- Work in consultation with City staff to identify the ongoing straight forward content, audience, and messaging opportunities to evaluate the production of monthly video series that focuses on the stories behind the projects within the City of La Puente.
- All advertisements and communications on social media websites are monitored via Hootsuite on behalf of the City. Publicized and posted content will be scrutinized and, if contentious, identified for review and responded to in the event of an issue.
- Creation of a digital newsletter, content material must be provided by City.

Segment 2: Grant Writing Services

Task 1: Communicating Grant Opportunities to the City of La Puente

Once the initial meetings take place, Global will develop a grants matrix to track ongoing funding opportunities released through federal, state, county departments, philanthropic, and corporate agencies. Our team will review, evaluate the goals of La Puente, strategic objectives, and areas of focus. Our project management team will also include critical milestones and due dates. Global will immediately communicate with La Puente by preparing a full summary of emerging funding opportunities arising from the ongoing research and monitoring efforts.

- The City may also identify grant or funding sources that it would like to pursue through the contract.

Task 2: Research and Monitor Grant Funding Opportunities

Upon commencement of the contract, Global will initiate a kick-off meeting with key personnel to identify needs and wants in its grant's programs. Our project manager will work with Staff to establish standards, reporting methods, and necessary procedures to ensure proper communication. During these key touchpoints, our team will provide potential grants, their values, and our assessment of success.

Task 3: Prepare Pre-Application and All Grant Applications/Proposal Materials

Global will prepare all grant-related documents on behalf of the City of La Puente. Our Project Manager ensure all key and critical budget compliance and research materials are integrated in La Puente's story in each grant application. Global will also design, layout, package and submit our grant applications on behalf of the City.

- The number of grants included in this proposal is for a minimum of ten grants or funding proposals with a target goal of 20 per year based on grant availability and interest of the City to pursue. However, If the City does not wish to pursue opportunities or does not approve the submission of grants on their behalf, Global cannot be held as non-compliant top the terms of this proposal.

Task 4: Application Status and Respond to Funder Request for Additional Information

Global will monitor the status of all submitted applications/proposals and continuously update the City when the funder communicates, request additional information, or request a formal interview to discuss the submitted proposal. Global will support the City with the scheduling of meetings, prepare presentations, or forward the required information. When the grants are awarded, Global will start the process to transition the award documentation to the Department to administer.

Task 5: Prepare Quarterly Reports Documenting Identified Opportunities, La Puente Priorities, and Applications

Global will prepare a quarterly report documenting a list of new funding opportunities, La Puente priorities, the status and number of the submitted applications/proposals, and the dollar amount of grant awarded with the calculated return on investment.

Segment 3: Web Hosting and Posting Services

Task 1: Hosting Website for the City of La Puente

Global would host the City's website.

- Go, Python, Java, Ruby, Node.js, and more languages
- Access SQL database on Cloud SQL
- Autoscaled HTTPS endpoint
- Fully managed infrastructure
- Meet the City's technical needs and detect and manage against security risks before they become threats. Our certifications, technical capabilities, guidance documents will ensure that you're in compliance

Task 2: Posting onto website

- Post all information onto the website and have a central point of communication for City staff
- Update and maintain calendar and seamless integration of Social Media Platforms
- Ensure Granicus is accessible and optimized for the site
- Provide web-analytics that will provide us feedback as to user utilization and potential improvements to the site

EXHIBIT B

RATE SCHEDULE

Global Urban Strategies, Inc. will implement the Scope of Work for the not to exceed amount of Sixteen Thousand Dollars (\$16,000.00) per month for a period of thirty-six (36) months with two (2) one-year extensions upon the City's discretion.

Additional services can be provided and upon request of the City on hourly:

- Senior/Executive Staff \$160/HR
- Associate Staff \$110/HR
- Art Direction \$120/HR
- Graphic Design/Social Media \$85/HR
- Clerical \$65/HR
- Mailing Fees Cost (Plus 15% Admin Fees)
- Binding Fees Cost (Plus 15% Admin Fees)
- B/W copies .08 cents per copy (8.5 x 11)
- Color Copies .48 cents per copy (8.5 x 11)

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: June 11, 2024

Via: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING A STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2024-2025

BACKGROUND

California Government Code Section 53646 requires local government agencies to prepare a written investment policy and that the governing body review and approve the policy on an annual basis. The City has had an investment policy in place since 1986. The City's current investment policy was last updated and amended on June 11, 2018. Most recently, the City Council adopted Resolution No. 23-5798 which approved the investment policy for fiscal year 2023-2024 on May 23, 2023.

Within the scope of the 2018 comprehensive review, the City Council amended the policy to ensure compliance with state law and reformatted the policy for clarity, readability and consistency with the California Municipal Treasurers Association ("CMTA") model investment policy. Additionally, the investment policy was submitted to CMTA for their review and certification under their Investment Policy Certification Program. Under this program, a review panel consisting of three (3) certified municipal treasurers reviewed and scored the City's policy. The City received a score of 87.33 out of a possible 100 points. The City also received suggestions from the review panel. These suggestions have been incorporated into the policy.

DISCUSSION

The purpose of the investment policy is to govern the allocation of idle cash in the City's portfolio, ensuring liquidity and safety of capital while maximizing interest earnings.

Staff proposes no changes from the policy adopted in FY 2023/2024 and recommends that the City Council re-certify the existing policy.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-5874 approving the City's Statement of Investment Policy for Fiscal Year 2024-2025.

ATTACHMENTS

Attachment "A": Resolution No. 24-5874

RESOLUTION NO. 24-5874

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING THE CITY
OF LA PUENTE STATEMENT OF INVESTMENT POLICY
FOR FISCAL YEAR 2024-2025 AND DELEGATING
INVESTMENT AUTHORITY TO CITY TREASURER**

WHEREAS, pursuant to Government Code Section 53600.6 the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS, the City Council may invest surplus monies not required for the immediate necessities of the City in accordance with the provisions of California Government Code Sections 5920 *et seq.* and 53601 *et seq.*; and

WHEREAS, the City Treasurer of the City of La Puente is authorized and encouraged to prepare and submit an annual statement of investment policy and such policy, and any changes thereto, may be considered by the City Council at a public meeting per Government Code Section 53607; and

WHEREAS, it shall be the policy of the City of La Puente to invest funds in a manner which will provide the highest investment return possible consistent with maximum security while meeting daily cash flow demands and conforming to all other statutes governing the investment of City funds; and

WHEREAS, the investment policy shall apply without exception to any and all financial assets and funds of the City of La Puente.

**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. All previously adopted policies are hereby rescinded and replaced by this policy.

SECTION 3. The City Council has received, reviewed and adopts the City of La Puente Statement of Investment Policy for Fiscal Year 2024-2025, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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

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

PASSED, APPROVED AND ADOPTED this 11th day of June, 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
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2024-2025**

1.0 POLICY:

This Policy is intended to provide guidelines for the prudent investment of the City of La Puente’s (“City”) temporarily idle cash and to outline the investment philosophy for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds in accordance with the applicable local, state and federal laws.

It is the policy of the City Council to review, update and adopt the City's Investment Policy on an annual basis.

2.0 SCOPE:

This investment policy applies to all financial assets of the City.

The Policy applies to the following funds and is accounted for in the City’s annual audited financial statements.

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds
- D. Capital Improvement Fund
- E. Internal Service Funds

This investment policy does not apply to bond proceeds, deferred compensation funds, retirement or other post-employment benefits trust funds as these are governed under separate California Government Code sections or other documentation.

3.0 STANDARDS OF PRUDENCE:

The City of La Puente operates its investment portfolio under the Prudent Investor Standard (California Government Code Section 53600.3) which states, that “when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the City, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City”.

4.0 INVESTMENT OBJECTIVES:

The investment of funds of the City is directed to the goals of safety, liquidity and yield. The authority governing investments for municipal governments is set forth in the Government Code, Sections 53600, et. seq.

1. Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities default or erosion of market value. Investment decisions should not incur unreasonable investment risks in order to obtain current investment income.
2. Liquidity. The investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature at the same time as cash is needed to meet anticipated demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active secondary or resale markets or local government investment pools which offer same-day liquidity for short-term funds.
3. Yield. The investment portfolio shall be designed with the objective of achieving a competitive market rate of return or yield, while taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity. The core investments shall be limited to low risk securities to be held to maturity with the following exceptions:
 - o A security with declining credit may be sold early to minimize loss of principal
 - o A security swap would improve the quality, yield or target duration of the portfolio.
 - o The liquidity needs of the portfolio require security to be sold.

5.0 DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from Section 2.16.020 of the City's Municipal Code which designates the City Treasurer to perform all duties associated with the legal function of the treasurer position. Under Section 2.12.010 of the City's Municipal Code, the City Council may appoint the City Manager, Director of Administrative Services or the Finance Manager to serve as the City Treasurer. Management responsibility is hereby delegated to the City Treasurer who shall be responsible for all transactions undertaken and for establishing a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the City Treasurer.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and investment officials are required to file annual disclosure statements (Form 700) as required for "public officials who manage public investments" (as defined and required by the Political Reform Act and related regulations, being Government Code Sections 81000 and the Fair Political Practices Commission [FPPC]). The City Manager is required to "e-file" the Form 700 directly with the FPPC. The FPPC reviews the Form 700 for any conflicts of interest. The Director of Administrative Services and Finance Manager file the Form 700 with the City Clerk who reviews for any conflicts of interest.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to insure that all approved broker/dealer firms and individuals covering the City are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City. The firms and individuals covering the City should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by State law. All financial institutions and broker/dealers who desire to conduct investment transactions with the City must supply the City Treasurer with the following: audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, completed broker/dealer questionnaire, certification of having read the City's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the City Treasurer. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City invests. A list of authorized broker/dealers is kept on file in the Finance Department.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by the California Government Code (CGC). Specific types of investments are defined in CGC Section 53601. Investments will only be made in authorized securities with a maturity date of five (5) years or less from the transaction settlement date.

For the purpose of these investments, the compliance with the investment percentage(s), in regards to the total investment portfolio, shall be calculated on the date the investment is acquired. If the percentage is legally compliant on the date of purchase, then compliance with the law shall have been met.

Investment	California Legal Requirements City of La Puente Requirements
Government Obligations: U.S. Treasury and Agency Obligations (U.S. Treasury obligations are bills, notes and bonds issued by and direct obligations of the U.S. Government. Agency obligations are notes and bonds of Federal agencies and government sponsored enterprises, although not direct obligations of the Treasury, they involve federal sponsorship or guarantees)	Authorized by CGC Section 53601(b) 1. No limit on amount in the portfolio
Bankers Acceptances (A draft or bill of exchange accepted by a bank or trust company and brokered to investors in a secondary market. Its purpose is to facilitate trade and provide liquidity to the import-export markets).	Authorized by CGC Section 53601(f) 1. Not to exceed 180 days 2. Not to exceed 15% of portfolio 3. Not to exceed 2% of portfolio if done with one bank.
Bank Deposits (Include, but not limited to, demand deposit account, savings accounts, market rate accounts and time deposits.)	Authorized by CGC Section 53630 et seq. 1. Up to One Million Dollars (\$1,000,000) 2. Must be secured by pledging securities held in the form of an undivided collateral pool equal to at least 110% of the total amount deposited by public agencies.
Medium Term Notes (Corporate notes, deposit notes and bank notes sold by an agent in the open market on a continually offered basis. These notes are debt obligations, generally unsecured, although some issues come to market on a collateralized or securitized basis.)	Authorized by CGC Sections 53601(j) 1. Must have an minimum “A” rating 2. Not to exceed 30% of portfolio 3. Not to exceed 5% of portfolio with single issuer

Negotiable Certificates of Deposit (Issued by commercial banks and thrift institutions against funds deposited for specified periods of time and earn specified or variable rates of interest. NCD’s differ from other CD’s because of their increased liquidity as they are actively traded on the secondary market. These deposits are insured and collateralized up to the FDIC limit of \$250,000.)	Authorized by CGC Sections 53601(h) 1. Not to exceed 30% portfolio 2. All purchases must be from institutions rated by a nationally recognized rating organization as designated by the Security and Exchange Commission.
Certificates of Deposit (Unsecured, direct obligations of a U.S. bank or savings & loan association. Federal Deposit Insurance Corporation (FDIC) coverage is provided for government deposits, but limited to the first \$250,000 on deposit on behalf of a given entity at a single financial institution. California law requires that deposits of public funds shall be collateralized if not insured).	Authorized by CGC Sections 53652 1. Must not exceed 30% of portfolio 2. Not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) in any single account with the same institution.
Local Agency Obligations (Bonds, notes warrants or other evidences of indebtedness of any local agency or by a department, board or authority of any local agency within the 50 United States).	Authorized by CGC Section 53601(a) 1. Must comply with the financial requirements pertaining to temporary borrowing (TRANS, RANS, GANS) as shown in CGC Sections 53820 – 53858. 2. Minimum credit requirement – Issuers must be at or above the following investment grade from one of these rating firms: Standard & Poors – Sp-1 or A; Fitch – F-1 or A; Moody’s – MIG 1 or A 3. Must not exceed 30% of portfolio
Money Market Funds (Shares of beneficial interest issued by management companies. Shares represent ownership of diversified portfolio securities, which are redeemable at their net asset value).	Authorized by CGC Section 53601(l) 1. The pooled investments that comprise these funds must comply with CGC Sections 53601. 2. Must not exceed 15% of portfolio 3. Not to exceed 5% of portfolio with any one mutual fund

Local Agency Investment Fund (LAIF) Provides high liquidity allowing deposits to be credited to the City's checking account within twenty-four (24) hours. State Pool funds are operated directly by the Office of the State Treasurer, who commingles state and local funds.	Authorized by CGC Section 16429.1(b) 1. Cannot exceed \$65 million 2. No limit on amount in the portfolio
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One of the purposes of this Investment Policy is to define what investments are permitted. If a type of security is not specifically authorized by this policy, it is not a permitted investment.

9.0 REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 8.0 Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section 8.0 subsequent to the date of purchase the City Treasurer shall at least quarterly review the portfolio to identify those securities that do not comply. The City Treasurer shall establish procedures to report to the City Council major and critical incidences of noncompliance identified through the review of the portfolio.

Should any investment listed in Section 8 exceed a percentage-of-portfolio limitation due to an incident such as fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses. When no loss is indicated, the City Treasurer shall consider rebalancing the portfolio after evaluating the expected length of time that it will be imbalanced.

Portfolio percentage limits are in place in order to ensure diversification of the City investment portfolio; a small temporary imbalance will not significantly impair that strategy.

10.0 INVESTMENT POOLS

A thorough investigation of any investment pool is required prior to investing and should be monitored on an ongoing basis. Requisite information on the pool includes the following; a description how securities are safeguarded (including the settlement process) and how often the securities are marked to market and how often an audit is conducted; a description of who may invest in the program, how often, what size deposits and withdrawals are permitted; a description of interest calculations and how it is distributed, and how gains and losses are distributed; a schedule for receiving statements and portfolio listings; a fee schedule that discloses when and how fees are assessed; does the pool/fund maintain a reserve or retain earnings or is all income after expenses distributed to participants.

The purpose of this investigation is to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund.

11.0 COLLATERALIZATION

Collateralization will be required on certificates of deposit. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation, currently \$250,000.

Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository. Investments held with Third Parties holding collateral for the investment shall be properly collateralized in accordance with collateralization requirements of the California Government Code.

12.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the City shall be conducted on a delivery versus payment (DVP) basis. Securities will be held by a third party custodian designated by the City Treasurer and evidenced by safekeeping receipts.

13.0 DIVERSIFICATION

The City shall diversify its investments by security, type, issuer, maturity and financial institutions. No percentage limitations are established for United States government, United States government agencies and United States government sponsored enterprises; however percentage limitations are established for other permitted investments as noted in Section 8.0 of this policy. The investments shall be diversified by limiting investment in securities that have higher credit risks and investing in securities with varying maturities.

14.0 MAXIMUM MATURITIES

To the extent possible the City will attempt to match its investments with anticipated cash flow requirements. The prescribed method of the City shall be referred to as "laddering maturities". Monies not needed to cover immediate operating costs may be invested up to a five year maturity.

15.0 INTERNAL CONTROLS

The City Treasurer shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an independent, external auditor shall be conducted bi-annually to review internal controls, account activity and compliance with policies and procedures.

16.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.

The City's basic investment strategy is to buy and hold investments until maturity. However, the City Treasurer may sell a security due to adverse changes in credit risk or due to unexpected cash flow needs.

The Market Yield benchmark used by the City Treasurer is to determine whether market yields are being achieved and shall be the rates of return from the following combination of indices: Local Agency Investment Fund (LAIF) and 3-month, 6-month, and 1-year Treasury Bills.

17.0 REPORTING

The City shall submit monthly investment reports to the City Council. The report shall be provided to the City Council within thirty (30) days, or the next available City Council meeting, following the end of the month covered by the report. The report shall contain a summary of investment transaction including: investment types, issuer, purchase date, maturity date, interest rate, dollar amount invested, market value, source of market valuation, and a description of any local agency funds or investments under the management of contracted parties.

The report shall include a statement of compliance of the portfolio to this Investment Policy, or the manner in which the portfolio is not in compliance. The report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

18.0 Investment Policy Adoption

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

Attachments: Appendix A - Broker Dealer Questionnaire
Appendix B - Glossary of Cash and Investment Management Terms
Appendix C - Local Agency Investment Fund Description

APPENDIX A
CITY OF LA PUENTE

BROKER/DEALER QUESTIONNAIRE AND CERTIFICATION

1. Name of Firm: _____

2. Address: _____

3. Telephone: () _____ () _____

4. Broker's Representative to the City (attach resume): Name:

Title: _____

Telephone: () _____

5. Manager/Partner-in-Charge (attach resume): _____

Name: _____

Title: _____

Telephone: () _____

6. List all personnel who will be trading with or quoting securities to City employees

(attach resume)

Name: _____

Title: _____

Telephone: () _____ () _____

7. Which of the above personnel have read the City's investment policy?

8. Is your firm a primary dealer in United States Government Securities?

Yes____ No____

9. List the total volume of United States Government and Agency Securities for the last calendar year.

Firm-wide \$ _____ No. of Transactions

Your local office \$ _____ No. of Transactions

10. Which instruments are offered regularly by your local office?

☐ Treasury Bills	☐ CMO's
☐ Treasury Notes/Bonds	☐ Bank CD's
☐ BA's (domestic)	☐ S & L CD's
☐ BA's (foreign)	☐ Repos
☐ Commercial Paper	☐ Reverse Repos
☐ Agencies (specify):	☐ Other (specify):

11. References -- Please identify your most directly comparable public sector clients in our geographical area.

Entity _____	_____
Contact _____	_____
Telephone () _____	() _____
Client Since _____	_____

12. Have any of your clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument? If so, explain.

13. Has your local office ever subject to a regulatory or state/federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to the sale of securities? Have any of your employees been so investigated? If so explain:

14. Has a client ever claimed in writing that your firm was responsible for investment losses? If so, explain. _____

15. Explain your normal custody and delivery process. Who audits these fiduciary systems? Can you

meet safekeeping requirements? _____

16. How many and what percentage of your transactions failed Last month? _____ Last year? _____

17. Describe the capital line and trading limits of the office that would conduct business with the City of La Puente.

18. Does your firm participate in the S.I.P.C. insurance program if not, explain.

19. What portfolio information, if any, do you require from your clients?

20. What reports, transactions, confirmations and paper trail will the City receive?

21. Does your firm offer investment training to your clients?

___Yes ___No

22. Please enclose the following:

Latest audited financial statements.

Samples of reports, transactions, and confirmations the City will receive.

Samples of research reports and/or publications that your firm regularly provides to clients.

Complete schedule of fees and charges for various transactions.

CERTIFICATION

I hereby certify that I have personally read the Statement of Investment Policy of the City of La Puente, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City of La Puente. All sales personnel will be routinely informed of the City's investment objectives, horizons, outlooks, strategies and risk constraints whenever we are so advised by the City. We pledge to exercise due diligence in informing the City of La Puente of all foreseeable risks associated with financial transactions conducted with our firm. Under penalties of perjury, the responses to this questionnaire are true and accurate to the best of my knowledge.

Signed _____ Date _____

Title _____

Countersignature* _____ Date _____

Title _____

* Company president or person in charge of government securities operations.

Appendix B

Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

California Local Agency Bonds. Bonds that are issued by a California county, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a

non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes. Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Agency Investment Fund (LAIF): A voluntary investment fund open to state and local government entities and certain non-profit organizations in California in which organization pools their funds for investment. LAIF is managed by the State Treasurer's Office.

Long-Term Core Investment Program. Funds that are not needed within a one year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protects the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value

(NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return

includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

United States Treasury Securities. See "Treasuries".

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Appendix C
**Local Agency Investment Fund
Program Description**

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer John Chiang's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state.

The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,429 participants and \$21.8 billion at the end of February 2018.

State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916)653-3001
<http://www.treasurer.ca.gov/pmia-laif>



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

By: Martha Torres, MPA, City Clerk

SUBJECT: CONSIDERATION OF RESOLUTIONS PERTAINING TO THE CITY'S GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024

BACKGROUND/DISCUSSION

Pursuant to Section 2.32.010 of the City's Municipal Code ("Code"), the City's general municipal election is consolidated with the County of Los Angeles and held on the first Tuesday following the first Monday in November of even-numbered years. The City's next municipal election will be held on November 5, 2024, for the election of three (3) members of the City Council. The term of office for each seat is four (4) years.

State law requires the adoption of certain resolutions in order to conduct a general municipal election, as set forth below:

1. **Resolution Calling the Election** - Resolution No. 24-5875 calls the election, sets the date of the election, and sets the vote center hours for election day.
2. **Resolution Requesting Consolidation** - Resolution No. 24-5876 requests that the Los Angeles County Board of Supervisors consolidate the general municipal election with the Statewide general election and acknowledges the City will reimburse the County for costs associated with the election.
3. **Resolution Adopting Regulations Relating to Candidate Statements** - Resolution No. 24-5877 adopts regulations relating to candidate statements including establishing the word count, authorizing online candidate statements, and estimating the total cost of printing, handling, translating and mailing of the candidate statements, including costs incurred as a result of complying with the Federal Voting Rights Act of 1965, as amended.
4. **Resolution Providing for a Special Runoff Election in the Event of a Tie Vote** - Resolution No. 24-5878 provides that if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the attached resolutions. Sufficient funds to cover the costs of the November 5, 2024, general municipal election will be included in the adopted budget for Fiscal Year 2024/2025.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 24-5875 calling for the holding of a general municipal election on Tuesday, November 5, 2024; (2) adopt Resolution No. 24-5876 requesting that the County of Los Angeles consolidate the general municipal election with the Statewide general election; (3) adopt Resolution No. 24-5877 adopting regulations relating to candidate statements; and (4) adopt Resolution No. 24-5878 providing for a Special Runoff Election in the event of a tie vote.

ATTACHMENT

Attachment “A”:	Resolution No. 24-5875 Calling the Election
Attachment “B”:	Resolution No. 24-5876 Requesting Consolidation
Attachment “C”:	Resolution No. 24-5877 Adoption Candidate Statement Regulations
Attachment “D”:	Resolution No. 24-5878 Providing Special Runoff Election

RESOLUTION NO. 24-5875

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, in accordance with the provisions of the laws relating to general law cities in the State of California, and the City's Municipal Code, a general municipal election shall be held on November 5, 2024, for the election of Municipal Officers.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to general law cities, and the City's Municipal Code, there is called and ordered to be held in the City of La Puente, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three (3) Members of the City Council, each for a full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all election services, including but not limited to: official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the vote centers for the election shall be open as required during the identified voting period pursuant to California Elections Code sections 4007 and 14401.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. Pursuant to Municipal Code section 2.32.030, a filing fee of twenty-five (\$25) shall be paid by the candidate concurrent with the filing of the candidate's nomination papers.

SECTION 8. That the City of La Puente recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs for services performed upon presentation to the City of a properly approved bill.

SECTION 9. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County of Los Angeles Registrar-Recorder/County Clerk.

SECTION 10. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 11. 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 11th day of June, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

RESOLUTION NO. 24-5876

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO ELECTIONS CODE SECTION 10403

WHEREAS, the City Council of the City of La Puente (“City”) has called a General Municipal Election to be held on November 5, 2024, for the purpose of the election of three (3) Members of the City Council, each for a full term of four (4) years; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide general election to be held on the same date and that within the City the vote centers and vote center workers of the two elections be the same, and that the County of Los Angeles Registrar-Recorder/County Clerk (“RRCC”) canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

SECTION 1. That pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Los Angeles (“Board”) is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide general election on Tuesday, November 5, 2024, for the purpose of the election of three (3) Members of the City Council, each for a full term of four (4) years.

SECTION 2. That the RRCC is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board is requested to issue instructions to the RRCC to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the Board is hereby authorized and respectfully requested to authorize and direct the RRCC to provide all election services to the City including, but not limited to: verification of signatures on petitions, candidate nomination papers, Vote By Mail ballot applications, and returned voted ballots; the provision of all election materials and equipment; the hiring, training and supervision of poll workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying of votes; canvassing and the certification of election results; and administering the City’s Election in all respects as if it were part and parcel of any other RRCC

administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 5. That the City recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs for services performed upon presentation to the City of a properly approved bill.

SECTION 6. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board and the RRCC.

SECTION 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 8. 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 11th day of June, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, City Clerk

RESOLUTION NO. 24-5877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, the City Council of the City of La Puente has called a General Municipal Election (consolidated) to be held on November 5, 2024, for the purpose of the election of three (3) Members of the City Council, each for a full term of four (4) years; and

WHEREAS, California Elections Code section 13307 provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

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

SECTION 1. General Provisions. Pursuant to California Elections Code section 13307, each candidate for elective office to be voted for at an election to be held in the City of La Puente on November 5, 2024, may elect to prepare a candidate statement which may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Candidates shall utilize the County of Los Angeles Registrar-Recorder/County Clerk's Candidate Statement Form and the format and style shall be in conformance with the County's candidate statement guidelines. Candidate statements shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. Statements may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Online Candidate Statements. Pursuant to California Elections Code section 13307(c), the City Council of the City of La Puente authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. A statement prepared pursuant to this subdivision shall be posted on the internet website of the County of Los Angeles Registrar-Recorder/County Clerk. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code.

SECTION 3. Foreign Language Policy. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Los Angeles. The County shall translate the candidate's statement into any language not required to be translated under the Federal Voting Rights Act and/or State law, at the candidate's request.

SECTION 4. Payment.

A. The candidate shall be required to pay for the cost of translating the candidate statement into any required foreign language pursuant to Federal and/or State law, and any foreign language requested by the candidate per Section 3 above. The candidate shall also be required to pay for all costs associated with printing the candidate statement in the sample ballot booklet.

B. The City Clerk, in consult with the County, shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimate is an approximation of the actual cost that varies from one election to another and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and shall bill the candidate for additional actual expenses or refund any excess paid depending on the final actual cost, which payment or refund shall be paid within 30 days of City's receipt of final actual costs from the County. In the event of underpayment, the candidate will be required to pay to the City the balance of the cost incurred. In the event of overpayment, the City shall refund to the candidate the excess amount paid.

SECTION 5. All prospective candidates should be aware of the holding in *Dean v. Superior Court* (1998) 62 Ca.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet may not include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 6. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 7. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 8. This Resolution shall apply only to the General Municipal Election to be held on Tuesday, November 5, 2024, and shall then be repealed. All previous resolutions establishing City Council policy on payment for candidate statements are repealed.

SECTION 9. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 10. 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 11th day of June, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

RESOLUTION NO. 24-5878

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, the City Council of the City of La Puente has called a General Municipal Election (consolidated) to be held on November 5, 2024, for the purpose of the election of three (3) Members of the City Council, each for a full term of four (4) years; and

WHEREAS, California Elections Code section 15651(b) authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office.

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

SECTION 1. That pursuant to California Elections Code section 15651(b), if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, there shall be held within the City a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than forty (40) nor more than one hundred twenty-five (125) days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 2. That this resolution shall apply only to the General Municipal Election to be held on Tuesday, November 5, 2024, and shall then be repealed.

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

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

PASSED, APPROVED AND ADOPTED this 11th day of June, 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: June 11, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Rey Alfonso, City Engineer

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR
STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2022-23

BACKGROUND

On June 27, 2023, the City Council awarded a construction contract to Onyx Paving Company, Inc. in the amount of \$5,936,000 to complete the Street Improvements on Various City Streets FY 2022-23 Project ("Project"). The award of the contract included a three percent (3%) contingency of \$178,080 to cover the cost of any contract change order work approved by the City Manager.

DISCUSSION

On August 10, 2023, Onyx Paving commenced work on the Project and the Project was completed on May 31, 2024. The Project involved 5.8 miles of pavement resurfacing covering 38 street and alley segments and included cold-milling the existing pavement; repairing localized pavement failures; constructing a rubberized asphalt concrete overlay; repairing damaged sidewalk, curb and gutter, and driveway aprons; adjusting utility manholes to grade; constructing ADA curb ramps; installing thermoplastic traffic striping and pavement markings; and replacing traffic signs within the project limits. The Project also included the expansion of the parking lot at City Hall that added 13 new parking spaces at the north end of the lot with drought tolerant landscaping.

The contractor's bid price for this Project was \$5,936,000. During construction, there were several bid item quantity adjustments that resulted in a net decrease of \$867,576.93, primarily due to significant reductions in the quantity of pavement repairs that were needed as well as a reduction in the concrete work and cross-gutter repairs that were completed throughout the project area.

There were also five change orders on the Project that amounted to \$103,707.78 and included the following items: additional striping and pavement marking removals at City Hall and on Del Valle Avenue, Cambay Street and Hacienda Boulevard; removal and replacement of unsuitable subgrade material in the alley east of Glendora Avenue between Hudson Avenue and Mentz Street; and the emergency repair of a sinkhole on Valley Boulevard. The total

construction cost for this project was \$5,172,130.85, which is 13% below the original contract amount due to the decreased quantities and approved change order work.

FISCAL IMPACT

The Fiscal Year 2023-24 Capital Improvement Program budget included funding for this Project from the following funds: SB1 - \$2,968,000; Measure M - \$225,000; Measure R – \$214,000; Prop C - \$1,052,900; and 2019 Series A and B bond proceeds - \$683,000 and \$233,200, respectively, for a total of \$5,376,100.

The original bid schedule for construction of this Project totaled \$5,936,000, with a three percent (3%) Project contingency of \$178,080, plus estimated costs for contract administration and inspection of \$481,820. At the time of contract award, the Council adopted Resolution No. 23-5810 amending the budget to fully fund the Project from the following additional funding sources: Gas Tax - \$200,000; SB 1 - \$250,000; and Prop C - \$769,800, bringing the total Project budget to \$6,595,900.

With the final cost for construction of \$5,172,130.85 and associated cost of \$592,405 for project management, construction observation and material testing, the total Project construction cost came in at \$5,764,535.85 which was well below the budget amount of \$6,595,900.

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Notice of Completion

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

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

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES
6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES
7. A work of improvement on the property hereinafter described was substantially completed on May 31, 2024.
8. The work done was: Cold mill existing pavement, construct rubberized AC overlay, repair damaged PCC sidewalk and curb & gutter, repaint traffic striping, and related improvements on various city streets
9. The names of the contractor, if any, for such work of improvement was: Onyx Paving Company
June 27, 2023
(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)
10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: Street Improvements on Various City Streets FY 2022-2023
11. The street address of said property is None
(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

John Di Mario, Director of Development Services
(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

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

City of La Puente, City Clerk

ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP FOR A DOG PARK AND NATURE TRAILS IN THE AMOUNT OF \$129,730 TO BE REIMBURSED FROM THE MEASURE A TECHNICAL ASSISTANCE PROGRAM

BACKGROUND

At the City Council meeting of March 12, 2024, the City Council approved a professional services agreement ("PSA") with Community Works Design Group ("CWDG") in the amount of \$27,472.50 for the new dog park at Valley Boulevard and Old Valley Boulevard.

This initial agreement with CWDG included professional architectural design services consisting of a conceptual landscape plan and topographical survey of the site. Those tasks are nearing final completion.

DISCUSSION

With the near completion of the phase one services by CWDG, Staff requested a proposal for the second phase of services consisting of design development, construction documents, bidding and construction administration as well as coordination with Southern California Edison.

Included as Attachment "A" is a professional services agreement with CWDG to perform the services described above.

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 Staff's experience in working with CWDG thus far and their fee proposal for the additional services, it has been determined that the costs are reasonable and appropriate when compared to the services being provided.

FISCAL IMPACT

The total cost for these services is \$129,730. Funding is available from the Measure A Technical Assistance Program through the Los Angeles County Regional Park and Open Space District for these services on a reimbursement basis. Funding has been included in the Fiscal Year 2024-25 Capital Improvement Program budget for these services.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement with Community Works Design Group in the amount of \$129,730; 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 June 11, 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 One Hundred Twenty-Nine Thousand Seven Hundred Thirty dollars and Zero cents (\$129,730.00) 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, 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 Consultant:

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.

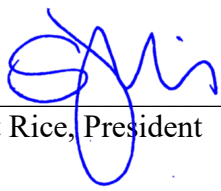
(Signatures on following page)

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

“CONSULTANT”
Community Works Design Group

By:  _____
Scott Rice, President

Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
Susie Altamirano, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE

I. SCOPE OF SERVICES

The Scope for the Dog Park and Nature Trail project will include continued City & Southern California Edison (SCE) coordination, design development, construction documents, bidding & construction administration. 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 final construction plan development.

TASK 1 – DESIGN DEVELOPMENT

Upon approval of the conceptual plan, we will work with the City and our sub-consultants to encapsulate which components are to be further designed and detailed by our team.

1. We will work with the team and VCA Engineers and City of La Puente staff to review many of the options and concepts identified in the Conceptual Plan. We will begin the production of the design development documents. These plans will begin to define the exact size, quality, and method of construction of features shown in the Conceptual Plan. Plans will be 24" x 36" format in AutoCAD 2018 or newer format, drawn at 20 scale or larger unless otherwise noted.
2. The irrigation plans will be prepared by our in-house Irrigation Design team using equipment and standards provided by the city. We will coordinate static pressure testing for the site, etc.
3. Schematic Planting Plans with all necessary photo and plant descriptions will be provided. Plant suitability, maintainability, drought resistance, and reliability will be primary concerns.
4. All of the design team plans will be reviewed with the City on a regular basis.
5. A cost estimate update will be presented as required.

Task 2 Deliverables: PDF copies of all documents

Regular e-mail progress updates and ongoing coordination documentation
PDF copy of each submittal (50% level)
Preliminary Cost Estimate

TASK 2 – CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development portion, we will continue preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

1. DEMOLITION/PROTECTION PLANS: Our team and sub-consultants will develop a demolition/protection plan depicting the removal of necessary elements while focusing on the protection of the various existing utilities and associated structures in place on site.
2. CONSTRUCTION & GRADING PLANS: Our team will develop full construction drawings for all elements of the new dog park. We will create a civil site plan to show the horizontal site control delineating the positional dimensions of the new surface and subsurface civil-related improvements. Our team will provide plans for all grading associated with drainage and ADA compliance.

3. WATER QUALITY MANAGEMENT PLAN (WQMP) & STORM WATER POLLUTION PREVENTION PLAN (SWPPP): Our team will develop a WQMP & SWPPP for the proposed site and parking lot. Site size and proposed improvement layouts will determine the type of treatment facility to be used for the WQMP and SWPPP. We will prepare a WQMP report following the current versions of the City stormwater regulations for review and approval.
4. UTILITY PLANS: Our sub-consultant team will prepare plans for all MEP's necessary to complete the dog park design and associated amenities.
5. IRRIGATION PLANS: We will prepare complete irrigation plans. All elements of the system will be designed to carry optimum amounts of water to irrigate the affected site. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, reclaimed water options, efficiency, and cost effectiveness will be our primary concerns.
6. PLANTING PLANS: Complete planting plans with all necessary details will be provided. Native and naturally sustainable species will be of primary importance in the plant selection process.
7. SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided as required.
8. COST ESTIMATES: Final estimates of probable costs will be prepared by our office providing regular value engineering recommendations.
9. DOCUMENT PROCESSING: We will submit the documents for TR Design Architecture and various agency approvals. We will review documents and make all necessary corrections.
10. FINAL DOCUMENTS: After final approval, 24" x 36" plans shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

Task 3 Deliverables: PDF copies of all documents

Regular e-mail progress updates and ongoing coordination documentation
PDF copies of each submittal (90% and 100% level)
Documentation of QA/ QC Plan implementation
Cost Estimates (updated throughout project)
CAD files of all pertinent drawings

TASK 3 – BIDDING

1. We will provide the design team and City's representative with criteria for the qualification of specialty subcontractors for focus areas of the facility. Our team will assist the architectural team and your companies in determining the qualification of listed subcontractors. We will coordinate pre-qualification of specialty subcontractors if requested.
2. When the project goes out for competitive bidding, we will assist the team in the bid process, reviewing bid packages, noting direction given to contractors, responding to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items.
3. We will assist the team in obtaining and evaluating bids as required.

TASK 4 – CONSTRUCTION ADMINISTRATION

1. We will assist the design team and the city with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
2. We will review job drawings, as-builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the contract documents.
3. We will review change orders and submittals for approval and issuance by the team. We will respond to requests for information from the contractor, issue field bulletins, and requests for quotations.
4. We will review as-builts and assist in the reproduction of the as-built information on disc.

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 (See attached fee breakdown).

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

LA PUENTE DOG PARK

FEE BREAKDOWN

UPDATED MAY 14, 2024



				COMMUNITY WORKS DESIGN GROUP LANDSCAPE ARCHITECTURE (PRIME)					VCA ENGINEERS (CIVIL/ WET UTILITIES)					DESIGN WEST (ELECTRICAL)			MINOR SUBCONSULTANTS	Reimbursable Expenses
				Principal Landscape Arch.	Sr. Landscape Architect/ Project Manager	Project Manager/ Irrigation Designer	Landscape Designer	Professional Staff	Principal Engineer	Senior Project Manager	Associate Civil Designer	Engineering Technician	Quality Stormwater Developer (QSD)	Principal Engineer	CAD Operator	Clerical	Waypoint Analytical Agronomic Soil Testing	
Task	Description (Hours per team member)		Cost per Task	\$215	\$195	\$160	\$145	\$95	\$190	\$170	\$115	\$90	\$135	\$195	\$95	\$75		
1	DESIGN DEVELOPMENT	Hrs.	\$44,830	16	18	26	40	8	20	28	56	44	24	12	16	8		\$500
		Cost		\$3,440	\$3,510	\$4,160	\$5,800	\$760	\$3,800	\$4,760	\$6,440	\$3,960	\$3,240	\$2,340	\$1,520	\$600		
1.1	City/ Team Coordination		\$6,780	8	8			8		8				4		8		
1.2	Prepare/ Refine Schematic Plan		\$10,780	2	2	2	4		8	8	24	20	12					
1.3	Prepare Design Development (50%) Plans		\$27,270	6	8	24	36		12	12	32	24	12	8	16		\$500	
2	CONSTRUCTION DOCUMENTS	Hrs.	\$59,460	14	32	56	100	0	16	18	28	64	12	20	60	6		\$1,500
		Cost		\$3,010	\$6,240	\$8,960	\$14,500	\$0	\$3,040	\$3,060	\$3,220	\$5,760	\$1,620	\$3,900	\$5,700	\$450		
2.1	City/ Team Coordination		\$6,820	8	4	8			4	4	4	4		4				
2.2	Prepare 90% Construction Plans/ Specs/ Estimates		\$33,600	4	20	36	64		6	6	12	36	6	12	36	6		
2.3	Prepare 100% Construction PS&E		\$19,040	2	8	12	36	0	6	8	12	24	6	4	24			
3	BIDDING/ CONSTRUCTION	Hrs.	\$22,940	8	20	52	16	0	6	28	0	0	0	4	0	0		\$500
		Cost		\$1,720	\$3,900	\$8,320	\$2,320	\$0	\$1,140	\$4,760	\$0	\$0	\$0	\$780	\$0	\$0		
3.1	City/ Team Coordination		\$4,160	4	8				2	8								
3.2	Respond to Contractor RFI's		\$6,740	4	12	4			4	8				4				
3.3	Site Visits/ Progress Meetings		\$12,040			48	16			12								
	SUBTOTAL FEES		\$127,230															
	Hours per Team Member		876	38	70	134	156	8	42	74	84	108	36	36	76	14		
	Cost per Team Member			\$8,170	\$13,650	\$21,440	\$22,620	\$760	\$7,980	\$12,580	\$9,660	\$9,720	\$4,860	\$7,020	\$7,220	\$1,050	\$500	
Reimbursables			\$2,500															
TOTAL FEES (Open to negotiation with City)			\$129,730	\$66,640					\$44,800					\$15,290			\$500	

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 City.

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 June 11, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A LIABILITY AGREEMENT BETWEEN THE CITY AND LOS ANGELES COUNTY FOR THE COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

BACKGROUND

Since 2013 the City has made available La Puente Park for an annual Household Hazardous Waste and Electronic Waste ("HHWEW") collection event co-sponsored and operated by the Los Angeles County Department of Public Works ("County") and County Sanitation District No. 2 ("District"). Each year the City and the County enter into a Countywide Household Hazardous Waste Collection Program Siting Liability Agreement for the event at La Puente Park. The City did not host an event last year, but in 2022 (and as in prior years) the event occurred without any incidents and no City staff are required to work the event.

The HHWEW collection is a free one-day, drive-through special collection event where residents within the City and the County of Los Angeles can drop off their household hazardous waste and electronic waste (e-waste) items. There is a limit of 15 gallons or 125 pounds of hazardous waste per vehicle trip.

DISCUSSION

This year's event is scheduled for Saturday, July 20, 2024, from 9:00 a.m. to 3:00 p.m. at the park. The event is held within the parking lot of the Park/Community Center along Glendora Avenue. The event provides City residents and residents from surrounding communities, a legal and safe way to dispose of unwanted household chemicals, paints, cleaners, motor oil, pesticides, e-waste and used needles (sharps). This year's event will be publicized to City residents via the website and social media outlets, as well as a large banner placed at the location.

The Countywide Household Hazardous Waste Collection Program Siting Liability Agreement ("Agreement") is the same Agreement approved by the City in previous years, which provides the County with use of the park for the event and holds the City harmless against any liability claims that may result from the event. The Agreement also requires the County and the District to remove and clean up any spill or other release on or about the park at their sole expense. The Agreement has previously been reviewed by the City Attorney's office and the California Joint Powers Insurance Authority.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Countywide Household Hazardous Waste Collection Program Siting Liability Agreement; and (2) authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENT

None.

**COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM SITING LIABILITY AGREEMENT**

This Agreement is made and entered into this ____ day of _____, _____, by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County"), County Sanitation District No. 2 of Los Angeles County (hereinafter referred to as "District"), and City of La Puente (hereinafter referred to as "Owner").

Whereas, the County and District have agreed to co-sponsor a Household Hazardous and Electronic Waste Collection Event ("Roundup") to provide Los Angeles County residents an environmentally safe means and place to dispose of household hazardous waste.

Whereas, the County and the District have entered into that certain Household Hazardous Waste Collection Agreement dated February 1, 1992 (the "County-District Agreement"), which sets forth the obligations of the County and the District in connection with Household Hazardous Waste Collection Events such as the Roundup.

Whereas, Owner desires to support this worthwhile project by offering use of its property located at La Puente City Park, 501 Glendora Ave., La Puente, CA 91744 for the Roundup. The Roundup is scheduled for July 20, 2024

NOW, THEREFORE, County, District, and Owner agree as follows:

Article 1. DEFINITIONS

Household hazardous waste includes, but is not limited to, pesticides, cleaning solvents, automotive fluids, waste oil, paint and related products, hobby and art chemicals, batteries, and similar items. Electronic waste includes, but is not limited to computers, printers, cables, televisions, VCRs, stereos, and similar items.

Article 2. USE OF PROPERTY

Owner agrees to permit County, District and their agents, employees and waste collection contractors to use Owner's property located at La Puente City Park, 501 Glendora Ave., La Puente, CA 91744 beginning, Friday, July 19, 2024 at 8 a.m. to prepare for the Roundup and to conduct the Roundup to be held on July 20, 2024. The Roundup will be scheduled, advertised, and available to the public between the hours of 9 a.m. and 3 p.m. on July 20, 2024 although household hazardous and electronic waste may be accepted as early as 8 a.m. and as late as 4 p.m.

Owner agrees to permit the County and District to use the area where the Roundup is held for a reasonable time, not to exceed 24 hours following termination of the Roundup on July 20, 2024, by 4 p.m., to package and remove all collected hazardous,

nonhazardous, and electronic waste from Owner's property. Limited rental equipment such as fork lifts, etc., may be left at Owner's property until pick up by the rental company no later than the second work day of the week following the Roundup. The County and District will store such equipment away from traffic areas, approved by the Owner, until picked up by the rental company. The Owner shall not be responsible for any loss, damage, or liabilities arising out of the use or storage of such rental equipment.

Owner further agrees to provide such use of its property to the County and District without compensation.

Article 3. COUNTY AND DISTRICT'S RESPONSIBILITIES:

A. County is a self-insured agency and shall provide Owner a Certificate of Self-Insurance.

B. County agrees to release, indemnify, defend, and hold harmless Owner, its partners, employees, officers, and agents against any and all liability and expense, including defense costs and legal fees and claims for damages, including but not limited to, bodily injury, death, personal injury or property damage, arising out of or associated with the use of Owner's property for the purposes of the Roundup, including but not limited to the acts or omissions of County or District's contractors in conducting the Roundup, except to the extent caused by an act or omission of Owner or its officers, employees or agents.

C. County and District agree to comply with all applicable Federal, State, and local laws in conducting the Roundup, and in packaging, removing, and disposing of all waste collected.

D. County and District agree to remove and clean up any spill or other release of hazardous, non-hazardous waste, or electronic waste resulting from the Roundup and restore affected site facilities to their original condition.

E. County and District agree to provide all overnight security and protection personnel/services necessary for the County's, District's, and their contractor's equipment/supplies that are stored on the Owner's property prior to or following the Roundup, until such time that all such equipment/supplies are removed from the Owner's property.

F. Whereas, the County and the District will conduct the Roundup, and all activities involved with the preparation and cleanup, in compliance with all applicable state and local requirements pertaining to COVID-19.

G. The responsibilities of the County and the District to each other with regard to the Roundup are governed by the County-District Agreement, which shall remain in full force and effect and which is not intended to be superseded by this Agreement.

Article 4. ELECTRONIC SIGNATURES:

This agreement and any other document necessary for the consummation of the transaction contemplated by this agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this agreement had been delivered had been signed using a handwritten signature. The parties (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature. If this agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by COUNTY SANITATION DISTRICT NO. 2 LOS ANGELES COUNTY on _____, and by the COUNTY OF LOS ANGELES on _____, and by the OWNER on _____.

COUNTY SANITATION DISTRICT No. 2
OF LOS ANGELES COUNTY

By _____
Chief Engineer and General Manager

ORIGINAL APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP
District Counsel

By _____

COUNTY OF LOS ANGELES

By _____
Los Angeles County Public Works

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

City of La Puente

By _____

APPROVED AS TO FORM:

(OWNER COUNSEL)

Print Name

By _____

Title



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE HOMELESSNESS,
DRUG ADDICTION, AND THEFT REDUCTION ACT

BACKGROUND/DISCUSSION

Initiative 23-0017A1, the Homelessness, Drug Addiction, and Theft Reduction Act, is a bi-partisan measure that provides common sense and targeted reforms to Proposition 47. This measure addresses organized and serial retail theft by holding repeat offenders accountable for the safety of our communities; confronts the fentanyl crisis in our communities by defining fentanyl as a hard drug and holding individuals convicted of trafficking fentanyl accountable, and granting judges greater discretion in sentencing drug traffickers; and prioritizes mental health and drug treatment by providing critical mental health, drug treatment services, and job training within the justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

Californians for Safer Communities has submitted more than 910,000 signatures for this measure to become eligible for the 2024 November General Election ballot. Supporters of this measure include the California State Sheriffs Association and the California Police Chiefs Association.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-5879 in support of the Homelessness, Drug Addiction, and Theft Reduction Act.

ATTACHMENT

Attachment "A": Resolution No. 24-5879

Attachment "B": Initiative 23-0017A

RESOLUTION NO. 24-5879

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, IN SUPPORT OF THE
HOMELESSNESS, DRUG ADDICTION, AND THEFT
REDUCTION ACT**

WHEREAS, Initiative 23-0017A1, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense and targeted reforms to Prop 47; and

WHEREAS, the Homelessness, Drug Addiction, and Theft Reduction Act has submitted more than 910,000 signatures to qualify for the 2024 November General Election ballot; and

WHEREAS, this measure will hold repeat offenders of organized and serial retail theft accountable for the safety of our communities, rather than putting them back on the streets; and

WHEREAS, the fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California; and

WHEREAS, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers; and

WHEREAS, the Homelessness, Drug Addiction, and Theft Reduction Act provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

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

SECTION 1. That the City Council formally expresses support for the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

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

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

PASSED, APPROVED AND ADOPTED this 11th day of June, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

BELL, McANDREWS & HILTACHK, LLP

ATTORNEYS AND COUNSELORS AT LAW

455 CAPITOL MALL, SUITE 600

SACRAMENTO, CALIFORNIA 95814

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FAX (916) 442-7759

www.bmhlaw.com

RECEIVED

Sep 22 2023

September 22, 2023

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 23-0017 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 23-0017, The Homelessness, Drug Addiction, and Theft Reduction Act. The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

SECTION 1. Title

This Act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

SECTION 2. Purposes and Intent

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

- A. Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- B. Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- C. Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- D. Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- E. Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- F. Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- G. Increase penalties for people who repeatedly engage in theft.
- H. Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

SECTION 3. Findings and Declarations

The People of the State of California find and declare as follows:

A. Reducing Homelessness Through Drug and Mental Health Treatment

1. California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.
2. Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51%, while during the same time period in the rest of the country, it has declined by 11%. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.
3. Progressive states such as New Jersey, Maryland, Illinois, and Michigan have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California's.
4. This proposal takes a modest step in the direction of these states by enacting a new class of crime called a "treatment-mandated felony." Under this new "treatment-mandated felony," prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this "treatment-mandated felony" for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the 4th total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment, offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

B. Cracking Down on Hard Drug Dealers

1. Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs such as diet, anxiety, and

sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

2. This Act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

3. This Act would add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

4. This Act would also add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

5. This Act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely re-enter society.

C. Accountability for Repeat Theft and Smash and Grab Thefts

1. Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor – regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

2. The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state. This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

3. Under this Act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to

exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

4. This Act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called “smash and grabs” committed by mobs or large groups of people working together.

5. The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

6. Along with the hard drug provisions in this Act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SECTION 4. Section 11369 is added to the Health & Safety Code to read:

11369. (a) This section shall be known, and may be cited, as Alexandra’s Law.

(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:

“You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in such conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture, distribute, sell, furnish administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code.”

(c) The advisory statement shall be provided to the defendant in writing, either on a plea form if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.

(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

SECTION 5. Section 11370.1 of the Health & Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in ~~this~~ subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~—(b)–~~(d) Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.

SECTION 6. Section 11370.4 of the Health & Safety Code is amended to read:

11370.4. (a) ~~Any~~ (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine as specified in paragraph (6) of subdivision (b) of Section 11055 shall receive an additional state prison term as follows:

~~(1)Where~~

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

~~(3) Where~~

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

~~(4) Where~~

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

~~(5) Where~~

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

~~(6) Where~~

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) ~~Any~~ (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional state prison term as follows:

~~(1) Where~~

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

~~(3)Where~~

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

~~(4)Where~~

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional state prison term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(e) ~~(d)~~ The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

~~(d)~~ (f) The additional terms provided in this section shall be in addition to any other punishment provided by law.

(e) (g) Notwithstanding any other ~~provision of~~ law, the court may strike the additional punishment for the enhancements provided in this section if it determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SECTION 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health & Safety Code, to read:

11395. (a) This section shall be known as the "Treatment-Mandated Felony."

(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.

(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Sections 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.

(d) (1)(i) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.

(ii) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant and/or other individuals with relevant knowledge and review of records the expert deems appropriate, such as medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse and/or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.

(iii) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.

(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and

the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.

(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).

(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may re-refer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.

(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any other provision. Time spent in any other type of program or counseling is not eligible for any credits.

(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 8. Section 490.3 is added to the Penal Code to read:

490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.

SECTION 9. Section 666.1 is added to the Penal Code to read:

666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:

(A) Petty theft, as described in Section 488 or 490.2.

(B) Grand theft, as described in Section 487, 487h, and in Chapter 5 of Title 13 of Part 1 of the Penal Code (commencing with Section 484).

(C) Theft from an elder or dependent adult, as described in Section 368.

(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.

(E) Burglary, as described in Section 459.

(F) Carjacking, as described in Section 215.

(G) Robbery, as described in Section 211.

(H) Receiving stolen property, as described in Section 496.

(I) Shoplifting, as described in Section 459.5.

(J) Identity theft and mail theft, as described in Section 530.5.

(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.

(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is

owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) (1) Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment in the state prison ~~pursuant to subdivision (h) of Section 1170~~ for three, four, or five years.

(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SECTION 11. Section 12022.6 is added to the Penal Code to read:

12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:

(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.

(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.

(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.

(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.

(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).

(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.

(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.

SECTION 12. Section 12022.65 is added to the Penal Code to read:

12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.

(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.

SECTION 13. Section 12022.7 of the Penal Code is amended to read:

12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.

(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony which causes the victim to

become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SECTION 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

7599.200. (a) This section shall be known as "Funding for the Homelessness, Drug Addiction, and Theft Reduction Act."

(b) From monies disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code and Section 6046.2 of the Penal Code, the Board of State and Community Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this Act from any other source, including but not limited to the Local Revenue Fund 2011 established under Government Code Section 30025 and other such funds designated for substance abuse and mental health treatment.

(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including but not limited to those described in Government Code Section 30025(f)(16)(B)(iii)-(v), for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Healthcare Services or any other applicable State agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.

SECTION 15. Amendments

(a) Except as provided in subdivision (b), this Act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the Act and is passed in each house by roll call vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

SECTION 16. Severability

If any provision of this Act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SECTION 17. Conflicting Initiatives

(a) This Act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this Act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures

shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 11, 2024

From: Bob Lindsey, City Manager

SUBJECT: PRESENTATION AND UPDATE ON THE NEW DOG PARK AND NATURE TRAILS

BACKGROUND/DISCUSSION

City Staff will provide an update on the conceptual site plan of the new dog park and nature trails, including kennel structures.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Conceptual site plan



CONCEPTUAL LANDSCAPE PLAN

DOG PARK

CITY OF LA PUENTE

