



**NOTICE AND CALL  
SPECIAL MEETING OF THE  
LA PUENTE COMMUNITY FOUNDATION  
CITY HALL COUNCIL CHAMBERS  
15900 EAST MAIN STREET, LA PUENTE  
FEBRUARY 15, 2023, 10:00 A.M.**

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**NOTICE IS HEREBY GIVEN** that a Special Meeting of the La Puente Community Foundation is hereby called to be held on Wednesday, February 15, 2023, commencing at 10:00 a.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

**CALL TO ORDER**

**ROLL CALL**

MEMBERS: Deirmenjian, Paz, Sanchez, Utz, Xie

**PLEDGE OF ALLEGIANCE**

**ORAL COMMUNICATIONS**

*If you wish to address the Foundation Board on an item, complete the Request for Oral Presentation form and submit it to the Board Clerk no later than prior to the conclusion of the first speaker's remarks.*

**SWEARING IN OF BOARD MEMBERS**

**PRESENTATION AND OVERVIEW OF THE LA PUENTE COMMUNITY FOUNDATION**

**BROWN ACT AND ETHICS TRAINING**

**ADOPTION OF AMENDED BYLAWS OF THE LA PUENTE COMMUNITY FOUNDATION**

Staff Recommendation: It is recommended that the Board adopt the amended Bylaws of the La Puente Community Foundation.

**SELECTION OF CHAIR AND VICE CHAIR**

- A. READ AND APPROVE THE MINUTES OF THE LA PUENTE COMMUNITY FOUNDATION MEETING – None**
- B. UNFINISHED BUSINESS OF THE COMMUNITY FOUNDATION – None**

**C. 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 Board.*

**C-1 PRESENTATION OF FOUNDATION EXPENSES**

Staff Recommendation: It is recommended that the Board receive and file this report.

**D. NEW BUSINESS TO BE CONSIDERED BY THE COMMUNITY FOUNDATION**

**D-1 PRESENTATION OF BUDGET REPORT FOR FISCAL YEAR 2021-2022 AND YEAR-TO-DATE 2022-2023**

Staff Recommendation: It is recommended that the La Puente Community Foundation receive and file this report.

**D-2 CONSIDERATION OF APPROVAL FOR CITY MANAGER SPENDING LIMITS FOR THE LA PUENTE PARK SNACK BAR, LA PUENTE PARK COFFEE SHOP, AND LA PUENTE COMMUNITY FOUNDATION**

Staff Recommendation: It is recommended that the La Puente Community Foundation Board approve spending limits for the City Manager of \$10,000 per month for the La Puente Park Snack Bar and La Puente Park Coffee Shop, respectively so long as the sales are \$5,000 for the same time period and a spending limit of \$5,000 for general spending and events on a monthly basis.

**D-3 CONSIDERATION OF APPROVAL OF THE LA PUENTE COMMUNITY FOUNDATION FOR CONSULTING CONTRACTS RELATED TO THE SNACK BAR OPERATIONS AT LA PUENTE PARK**

Staff Recommendation: It is recommended that the La Puente Community Foundation approve the consulting contracts for the La Puente Park Snack Bar for Saturnino De Horta Garcia and Armando Gaona.

**D-4 CONSIDERATION OF AN ACCOUNT WITH SQUARE SYSTEM FOR SNACK BAR ORDERING SYSTEM IN A RECURRING AMOUNT OF \$100.00 PER MONTH AND ADDITIONAL NECESSARY ORDER SYSTEM EQUIPMENT IN THE AMOUNT OF \$2,052.99**

Staff Recommendation: It is recommended that the La Puente Community Foundation Board approve the purchase of: (1) the Restaurant Plus account for a recurring amount of \$100.00 per month; and (2) additional necessary order equipment in the amount of \$2,052.99.

**D-5 CONSIDERATION OF THE COMMUNITY FOUNDATION STAFF UNIFORM IN THE AMOUNT NOT TO EXCEED \$2,000.00**

Staff Recommendation: It is recommended that the La Puente Community Foundation Board approve the purchase of: (1) uniform hats and uniform shirts for the Snack Bar Staff; and (2) uniform shirts for office staff in the amount not to exceed \$2,000.00.

D-6 CONSIDERATION TO REVISE THE DONATION OF \$10.00 PER HOUR FOR LEAGUE VOLUNTEERS WORKING AT THE SNACK BAR TO A FAIR AND EQUITABLE DONATION

Staff Recommendation: It is recommended that the La Puente Community Foundation Board give the Community Engagement Supervisor the authority to schedule volunteers according to the above recommendations.

**ORAL COMMENTS FROM BOARD MEMBERS**

**ORAL COMMENTS FROM STAFF**

**ADJOURNMENT**

AVAILABILITY

Any writings or documents provided to a majority of the Community Foundation regarding any item on this agenda will be made available for public inspection at City Hall located at 15900 E Main Street. In addition, such writings and documents will be posted on the Community Foundation’s website at www.lapuente.org.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City 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.

MEETINGS OF THE BOARD

Meetings of the Board shall be held at the principal office of the corporation or at such other place as has been designated by the Board. In the absence of any such designation, meetings shall be held at the principal office of the corporation. Any meeting may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. Meetings shall be conducted in compliance with the Ralph M. Brown Act, California Government Code Section 54950 et seq.

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.

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

AFFIDAVIT OF POSTING

I, Kimberly Cardona, Community Engagement Supervisor of the La Puente Community Foundation, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente Community Foundation, to be held on February 15, 2023, at 10:00 a.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Member Deirmenjian                      Member Utz  
Member Paz                                      Member Xie  
Member Sanchez

I declare under penalty of perjury that the foregoing is true and correct. Dated this 14<sup>th</sup> day of February, 2023.

\_\_\_\_\_/s/\_\_\_\_\_  
Kimberly Cardona, Community Engagement Supervisor



# LA PUENTE COMMUNITY FOUNDATION

## AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF AN UPDATE TO THE LA PUENTE COMMUNITY FOUNDATION BYLAWS

### BACKGROUND/DISCUSSION

The La Puente Community Foundation Board of Directors approved the current version of the Bylaws on October 28, 2020. City staff have identified changes that need to be made in order to streamline the operations of the Foundation. The proposed changes are as follows:

1. Article VII, Section 1 – The Advisory Board Member section will be updated to include additional duties and responsibilities for the City Manager, who serves as the ex officio member of the board. The City Manager or his/her designee shall keep the books of the Foundation and other duties of financial management including meeting its tax reporting and other fiscal requirements, ensuring deposits and reimbursements of Foundation funds account to established fiscal procedures, and providing financial updates at Board meetings. Additionally, the City of La Puente City Manager or his/her designee shall certify and keep or cause to be kept the original or a copy of these Bylaws and any amendments, assist in the preparation of the agendas for the meetings, keep a full and complete record of the proceedings of all meetings of the Board, and shall provide such meeting notices as may be necessary and proper.
2. Article VII, Section 8 – This section will be updated to include the regular meeting time of the Foundation as well as removing the sentence that includes that the Foundation meetings can be held by conference telephone or similar communication equipment because virtual meetings are no longer allowed.
3. Article VII, Section 9 – This section was included to establish rules for public comment.
4. Article VII, Section 10 – This section was included to establish rules for decorum at the Foundation Board meetings.

5. Article VII, Section 11 – This section will be updated to remove the “Secretary” reference as this responsibility will be handle by the City Manager or his/hers designee as describe in Item 1 as above.
6. Article VIII, Section 5 & 6 – These two items will be removed from the Bylaws as described in Item 1 above because the City Manager or his/hers designee will now be in-charge of handling these responsibilities.
7. Article XVII – This section will be modified to make amendments to the Bylaws allowable so long as they are submitted in writing in compliance with the Ralph M. Brown Act, California Government Code Section 54950 et seq.

#### FISCAL IMPACT

There is no fiscal impact associated with this action.

#### RECOMMENDATION

It is recommended that the La Puente Community Foundation Board of Directors adopt the Bylaws as presented with the updated changes.

#### ATTACHMENTS

Attachment “A”: La Puente Community Foundation Updated Bylaws

## **BYLAWS**

### **LA PUENTE COMMUNITY FOUNDATION**

#### **Article I—Name**

The name of this organization shall be the La Puente Community Foundation (hereinafter “Foundation”). The Foundation shall be a non-profit organization organized and operated exclusively for public and charitable purposes in accordance with the laws and regulations of the State of California and the federal Internal Revenue Service governing non-profit organizations.

#### **Article II—Principal Office**

The principal office of the Foundation for the transaction of its business shall be located in the La Puente City Hall, 15900 E. Main Street, La Puente, CA 91744.

#### **Article III—Background and Purpose**

The Foundation is a nonprofit public benefit community organization and is not organized for the private gain of any person. The Foundation is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes. The purpose and the mission of the Foundation is to enhance the quality of life for the La Puente community through the funding of community-based programming including, but not limited to:

- Youth recreation, athletic and education programs;
- Community based wellness and enrichment programs;
- Senior recreation, leisure, education programs and support services;
- Parks and facilities improvements;
- Cultural arts programs, literary programs, visual and performing arts programs;
- Initiatives for events and programs staffed by community volunteers; and
- Potential for other community organizations to partner with the Foundation subject to development of a partnership agreement and approval by the Foundation Board of Directors of the partnership agreement as outlined herein.

The Foundation is intended to operate as an administrative organization providing the financial and administrative support for various areas of specified interest. The Foundation will serve to facilitate local fund-raising and provide a structure for collection and distribution of funds consistent with the provisions of these Bylaws. The City, at its expense, will provide administrative support in order to relieve the programs of their administrative costs (e.g., insurance, managing fund investments and banking, providing copying, furnishing legal counsel, etc.).

#### **Article IV—Nonpartisan Activities**

The Foundation exists for the purposes described in Article III and shall be nonpartisan. Directors shall not represent or endorse a particular political, religious, or philosophical ideology in the name of the Foundation. Nor shall Directors appear to represent or endorse a particular political, religious, or philosophical ideology at activities sponsored or co-sponsored by the Foundation.

#### **Article V—California Nonprofit Public Benefit Corporation**

The Foundation shall be a California nonprofit public benefit corporation and not a local government agency for purpose of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*)

#### **Article VI—Membership**

The Foundation shall have no members. Nothing in this paragraph shall be construed as limiting the rights of the Foundation to refer to persons associated with it as “members” even though such persons are not members within the meaning of Section 5056 of the California Nonprofit Corporation Law.

#### **Article VII—Board of Directors**

**Section 1. Composition.** The Board of Directors shall consist of five (5) members, to be known individually as Directors and collectively as the Board of Directors (hereinafter “the Board”).

The Directors shall be at least eighteen years old and registered to vote in the state of California.

**Advisory Board Members:** The City of La Puente City Manager shall serve as an ex officio member of the Board, and shall be invited to all Board meetings as a non-voting advisor to the Foundation.

Additionally, the City of La Puente City Manager or his/hers designee shall keep the books of the Foundation and other duties of financial management including meeting its tax reporting and other fiscal requirements, ensuring deposits and reimbursements of Foundation funds account to established fiscal procedures, and providing financial updates at Board meetings.

Lastly, the City of La Puente City Manager or his/hers designee shall certify and keep or cause to be kept the original or a copy of these Bylaws and any amendments, assist in the preparation of the agendas for the meetings, keep a full and complete record of the proceedings of all meetings of the Board, and shall provide such meeting notices as may be necessary and proper.

In addition, and at its discretion, the Board may invite community members and business owners to participate as non-voting advisors to the Foundation.

#### **Section 2. Powers of Directors.**

Subject to the provisions of the California Nonprofit Corporation Law and any limitations in these Bylaws, the business and affairs of the Foundation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the performance of

any duties or the exercise of any powers to such agents or committees as may be designated from time to time by resolution.

The Board has the power and authority to establish, approve, update and/or modify the following from time to time:

1. Administrative policy and procedures;
2. Operating procedures for an identified specific program;
3. Grant funding application processes;
4. Internal processes for payment of funds to grantee(s);
5. Processes for review of fund-raising programs to ensure compliance with Foundation's goals and objectives, including, but not limited to, rules for use of Foundation nonprofit tax I.D. number in fund-raising efforts and donation receipt letters; and
6. Establishment of Steering Committees and operating structures for subgroups or ad hoc committees, as needed.

**Section 3. Selection and Term of Office.** Eligible applicants may apply to the Foundation when a vacancy exists on the Board. Members of the Board shall be approved by the La Puente Council and serve staggered terms of four (4) years. This Section 3 is not subject to amendment, change or alteration of its clauses or provisions without the consent of the La Puente City Council.

**Section 4. Vacancies.** A vacancy in any Director position because of removal, death, resignation, expiration of term or otherwise, shall be filled by a three-fifths (3/5) vote of the La Puente City Council.

**Section 5. Voting.** Each Director shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of the Foundation.

**Section 6. Conflict of Interest.** A Director shall abstain from voting on any matter in which that Director has a direct or indirect financial interest. The foregoing shall not affect the right of a Director to make donations to the Foundation.

**Section 7. Annual Presentation.** The Board shall hold an annual meeting in conjunction with its regular meetings for the purpose of organization, election of officers, and the transaction of other business. The Foundation shall also provide the La Puente City Council with at least one written presentation annually at the first City Council meeting to summarize the Foundation's activities and finances in the intervening one-year period.

**Section 8. Place of Meetings.** Meetings of the Board shall be held at the principal office of the corporation or at such other place as has been designated by the Board on the 3<sup>rd</sup> Wednesday of each month at 10:00AM and Special meetings of the Board may be call as necessary. In the absence of any such designation, meetings shall be held at the principal office of the corporation. Meetings shall be conducted in compliance with the Ralph M. Brown Act, California Government Code Section 54950 et seq.



## **Section 9. Public Comment**

**Members of the public can provide in-person comments at the podium in the Council Chamber.** Those wanting to address the La Puente Community Foundation Board Members can do so during the Public Comment period. The speaker must submit a speaker card to the Board Clerk. The name on the card will be called. The time limit established for public comments is three (3) minutes per speaker unless a different time limit is announced.

## **Section 10. Rules of decorum for meetings.**

(a) Decorum. Meetings of the Foundation must be conducted in an orderly manner to ensure that the public has an opportunity to be heard and that the Board's deliberative process is not disrupted. The presiding officer of the Board, whether the chairperson, vice chairperson or, in their absence, another member so designated by the Board, is responsible for maintaining the order and decorum of meetings.

(b) Rules of Decorum. While any meeting of the Foundation is in session the following rules of order and decorum must be observed:

(1) Persons Addressing the Board. Public oral communications at Foundation meetings should not be a substitute for addressing any item that can be handled during the city's normal business hours. The primary purpose of oral communications is to allow citizens the opportunity to formally comment to the Board, as a body, on matters that are within the subject matter jurisdiction of the Board and that cannot be handled during the regular business hours of the city government.

A person wishing to address the Board during the period set aside for oral communications must submit a request on a form provided by the city clerk; these requests may be submitted at any time before or during the portion of the meeting that is devoted to oral communications; provided, however, that these requests must be submitted prior to the conclusion of the first speaker's remarks. Speakers shall be heard by the Board in the order that the request forms are submitted to the city clerk; provided, however, that the Board, by motion, may approve a request by a speaker to be heard at the beginning of oral communications.

Each person who addresses the Board must do so in an orderly manner and must not make personal, impertinent, slanderous, or profane remarks to any member of the Board, staff, or general public. Any person who makes such remarks, or who utters loud, threatening, personal, or abusive language, or who engages in any other disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any Foundation meeting will, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting.

(2) Members of the Audience. No person in the audience at a Foundation meeting may engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet or other acts that disturb, disrupt, or otherwise impede the orderly conduct of the Foundation meeting. Any person who behaves in this manner

may, at the discretion of the presiding officer or a majority of the Board, be barred from further audience before the Board during that meeting.

(c) Addressing the Board. No person may address the Board without first being recognized by the presiding officer. The following procedures must be observed by persons addressing the Board:

(1) Each person will step up to the podium provided for the use of the public and state his or her name and the organization, if any, that he or she represents.

(2) Any subject that is deemed by the Board to be irrelevant may be precluded.

(3) With regard to items that are listed on the Foundation agenda, the remarks of the speaker must be confined to the subject that is being discussed.

(4) The remarks of each person must be limited to a combined total of three (3) minutes unless additional time is granted by the presiding officer of the Board.

(5) All remarks must be addressed to the presiding officer and not to any single member of the Board unless in response to a question from that member.

(d) Rules of Debate and Decorum among Board members. The following rules apply to all Board members at meetings:

(1) By Board members. While the Board is in session, the members must preserve order and decorum, and a member must not, by conversation or otherwise, delay or interrupt the proceedings of the Board, nor disturb any member while speaking, nor refuse to obey the orders of the Board or its presiding officer, except as otherwise provided in this section.

(2) Getting the Floor—Improper References to be Avoided. Every member desiring to speak must address the chair and, upon recognition by the presiding officer, must confine all remarks to the question under debate.

(3) Interruptions. Once recognized, a member must not be interrupted when speaking unless it is to call that member to order, or as otherwise provided in this section. If a member is called to order while speaking, that member must cease speaking until the question of order is determined and, if in order, the member will be permitted to proceed.

(4) Appeals. Any ruling of the chairperson may be appealed at the request of a Board member. The chairperson must call for a roll call vote to determine whether the Board concurs with the ruling.

(5) Motion to Reconsider. A motion to reconsider any action taken by the Board may be made only on the same day that such action was taken. It may be made immediately during the same session or at a recessed or adjourned session. The motion must be made by one on the prevailing side, but it may be seconded by any member. It may be made at any time, it has precedence over all other motions, and it is debatable.

(6) Precedence of Motions. When a motion is pending before the Board, no additional motion may be entertained except:

(A) Motion to Amend. This motion is debatable only as it relates to the amendment. Amendments are voted on first, and the vote on the main motion is last. A motion may be amended more than once with each amendment being voted on separately. There may be only one amending motion on the floor at any one time. A new main motion is in order if the intent of the original motion is changed fundamentally.

(B) Motion to Postpone. A motion to postpone indefinitely is debatable. If this motion is adopted, the principal question is lost. A motion to postpone to a definite time is subject to debate and amendment as it relates to the propriety of the postponement and the time that is set to consider the matter.

(C) Motion to Table. This motion is not debatable and not subject to amendment. The purpose of a motion to table is to suspend consideration of an item until such time as it is removed from the table. If a motion to table is adopted, the item will remain tabled through all subsequent meetings of the Foundation. An item that has been tabled may be removed from the table only by the affirmative vote of a majority of the members of the Foundation.

(7) Effect of Abstention. An abstention is not counted as either an affirmative or a negative vote, but it is counted for purposes of a quorum, unless the abstention is due to a conflict of interest.

(8) Time Limits on Debate. Discussion by any Board member who makes a motion will be limited to five (5) minutes of debate at the time of making the motion and an additional five (5) minutes after debate by all other Board members has been completed. Each Board member not making a motion is limited to five (5) minutes' debate on that motion. The time limits delineated in this subsection may not be divided or allocated so as to permit any Board member to speak more than once on a particular matter.

(9) Removal of Items from the Consent Calendar. One or more items may be removed from the consent calendar so that those items may be considered individually by the Foundation, if a motion to remove the item or items is approved by the affirmative vote of a majority of the members of the Foundation.

(e) Enforcement of Decorum. The rules of decorum set forth above will be enforced in the following manner:

(1) Warning. The presiding officer may request that a person who is breaching the rules of decorum be orderly and silent. After receiving a warning from the presiding officer, if a person persists in disturbing the meeting, the presiding officer may order that person to leave the Foundation meeting. If that person does not leave, then the presiding officer may order any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove that person from the council chambers.

(2) Removal. Any law enforcement officer who is serving as sergeant-at-arms at the Foundation meeting must carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Foundation meeting. Upon direction from the presiding officer, it is the duty of the sergeant-at-arms to remove from the Foundation meeting any person who is disturbing the proceedings of the Board.

(3) Resisting Removal. Any person who resists removal by the sergeant-at-arms may be charged with a violation of this section.

(4) Penalty. Any person who violates any provision of this section will, pursuant to Section 1.08.040 of this code, be guilty of a misdemeanor.

(5) Motion to Enforce. If the presiding officer of the Board fails to enforce the rules set forth above, any member of the Board may move to require such enforcement, and an affirmative vote of a majority of the Board will require that action. If the presiding officer of the Board fails to carry out the will of a majority of the Board, the majority may designate another member of the Board to act as presiding officer for the limited purpose of enforcing any rule of this section that it wishes enforced.

(6) Adjournment. If a meeting of the Foundation is disturbed or disrupted in such a manner as to make infeasible or improbable the restoration of order, the meeting may be adjourned or continued by the presiding officer or by a majority of the Board, and any remaining Foundation business may be considered at the next meeting.

**Section 11. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business at each meeting. Except as expressly provided in these Bylaws, no business shall be conducted by the Board at any meeting at which a quorum is not present and the only motion which the Chairperson shall entertain at such meeting is a motion to adjourn for lack of a quorum. In the absence of a quorum, the meeting shall be adjourned until the next regular meeting or until another time in advance of the next regular meeting. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 12. Resignation of Directors.** Any Director may resign, which resignation shall be effective upon giving written notice to the Mayor, Chairperson or Vice Chairperson unless the notice specifies a later time for the resignation to become effective. The vacancy so created shall be filled as described in Article VII, Section 3 herein.

**Section 13. Removal of Directors.** Directors may be removed at any time, with or without cause, by a majority vote of the Board at a meeting in which a quorum is present, subject to the approval by a three-fifths (3/5) vote of the City Council. The vacancy so created shall be filled as described in Article VII, Section 3 herein. This Section is not subject to amendment, change or alteration of its clauses or provisions without consent of the La Puente City Council.

**Section 14. Compensation.** The Directors shall not receive compensation. However, Directors can be reimbursed for expenses incurred in performance of their duties to the Foundation, as approved and outlined in the applicable budget.

## **Article VIII—Officers**

**Section 1. Officers.** The Officers of the Foundation shall be the Chairperson, Vice Chairperson, Treasurer and Secretary.

**Section 2. Election.** The Board shall elect all Officers of the Foundation for terms of one (1) year, or until their successors are elected and qualified. All Officers shall be drawn from the Board membership.

**Section 3. Chairperson.** The Chairperson shall preside at all meetings of the Board and shall serve as the official representative of the Foundation in all public matters. The Chairperson shall have such other powers and duties as may be prescribed from time to time by the Board.

**Section 4. Vice Chairperson.** In the absence of the Chairperson or in the event of his/her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all of the restrictions upon the Chairperson. Any Vice Chairperson shall perform such additional duties as may from time-to-time be assigned to him/her by the Chairperson or by the Board.

**Section 5. Resignation of Officers.** Any Officer may resign his/her position by giving written notice at any meeting of the Board. A resignation from the Officer's role does not constitute a resignation from the Board.

**Section 6. Removal of Officers.** Any Officer may be removed, with or without cause, by a majority vote of the Board at a meeting in which a quorum is present. A removal from the Officer's role does not constitute a resignation from the Board.

## **Article IX—Legal Counsel**

The City Attorney shall serve as legal counsel for the Foundation and the Board of Directors.

## **Article X—Funds and Fiscal Operations**

**Section 1.** The fiscal year of the Foundation shall begin July 1 and shall end June 30, annually.

**Section 2.** The Foundation may sponsor fund-raising events for which a budget shall be developed and approved by the Board. The Directors may appoint steering committees to accomplish such events, if needed. When feasible, expenditures related to the event will be submitted for approval prior to making purchases or payments. Expenses related to events, such as advertising, printed promotional matter, purchasing or renting supplies and equipment, shall be paid out of that particular fund. An itemized valid receipt must be submitted at the next meeting after the expense has been incurred or billing received. The purposes of all fund-raising events are to be consistent with the Foundation's current goals and objectives as described in Article III herein. It is the expectation that each program group in the Exhibits attached herein will develop and submit a work plan for Board approval, outlining its fund-raising and expenditure plans and budget annually. The Foundation will provide funding to the group consistent with the approved annual work plan. All expenditures must be consistent with applicable administrative policies and procedures put into place for that purpose by the Board.

**Section 3.** Funds raised and/or held by the Foundation shall be used for the purpose of providing community-based programming to benefit the residents of the City, as described in Article III herein. Notwithstanding the foregoing, funds raised and/or held by the Foundation for a specific project or purpose must be used for that purpose and cannot be utilized for any other purpose. This Section 3 is not subject to amendment, change or alteration of its clauses or provisions without the consent of the La Puente City Council.

#### **Article XI—Non-liability of Directors**

The Board shall not be personally liable for the debts, liabilities or other obligations of the Foundation, except as required by the laws of the State of California as pertaining to nonprofit corporations (see Article XI for indemnification provisions). Notwithstanding the foregoing, a Director is responsible for actions taken without Board approval.

#### **Article XII—Dissolution**

In the event of dissolution of the Foundation, the Officers shall, after paying or making provision for the payment of all liabilities of the Foundation, dispose of the remaining assets of the Foundation exclusively for one or more exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future Federal Tax Code). The disposition of such assets shall be determined by a majority vote of the Board, but if no such majority decision can be reached, the disposition shall be decided by a three-fifths (3/5) vote of the La Puente City Council.

#### **Article XIII—Defense and Indemnification**

The Foundation shall indemnify and defend any Director who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the Foundation) by reason of the fact that the person is or was a Director or Officer of the Foundation, or is or was serving at the request of the Foundation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding; if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Foundation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Foundation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

#### **Article XIV—Conflict of Interest**

No Director shall be financially interested in any contract or other transaction entered into by the Board, and any contract or transaction entered into in violation of this is void. No Director may utilize information obtained by reason of Board membership for personal gain, and the Board of Directors may recover any such gain realized.

#### **Article XV—Prohibited Activities**

No substantial part of the activities of the Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office. The Foundation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article III. The Foundation may not carry on any activity for the profit of its Directors or other persons or distribute any gains, profits or dividends to its Directors or other persons as such. Furthermore, nothing in Article III shall be construed as allowing the Foundation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

#### **Article XVI – Potential for Community Partners and Partnership Agreements**

Foundation was established with the thought that it could possibly provide administrative and financial oversight support to other existing community organizations, committees or programs in La Puente (hereinafter “organizations”) that are not directly affiliated with the City, should those organizations make such a request. Such “partner” organizations would need to develop and enter into a partnership agreement with Foundation. The partnership agreement outline would include the following information: nature and mission of organization, how that nature and mission are consistent with Section 501(c)(3) of the Internal Revenue Code, organization scope and role while under umbrella of Foundation, annual work plan, budget, fundraising and expenditures, commitment of organization to provide a Board member, and expectations/process for leaving Foundation. Partner organizations must agree to adhere to Foundation fundraising and expenditure policies recognizing that the City serves as fiduciary agent for the Foundation.

#### **Article XVII—Amendment of Bylaws**

Except as otherwise provided herein, these Bylaws may be amended at any regular meeting of the Board by a majority vote of the total voting membership of the Board, providing that the amendment has been submitted in writing in compliance with the Ralph M. Brown Act, California Government Code Section 54950 et seq.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of Foundation, a California nonprofit public benefit corporation; that these Bylaws are the Bylaws of this corporation as adopted by the Board of Directors on \_\_\_\_\_

Executed on (date): \_\_\_\_\_ at La Puente, California.

By: \_\_\_\_\_. Secretary

DRAFT





## LA PUENTE COMMUNITY FOUNDATION

# AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023  
From: Bob Lindsey, City Manager  
By: Troy Grunklee, CPA, Director of Administrative Services  
SUBJECT: PRESENTATION OF FOUNDATION EXPENSES

### BACKGROUND/DISCUSSION

Staff will provide an update on Foundation expenses.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is recommended that the Board receive and file this report.

### ATTACHMENTS

None

**LA PUENTE COMMUNITY FOUNDATION**

**Foundation Expenses**

Period: 07/01/2022-01/31/2023

For meeting of: 02/15/2023

Check No.	Date	Payable To	Amount
1017	7/18/2022	LA Galaxy	\$ 1,500.00
1017-R		VOID-Check Reversal	\$ (1,500.00)
1018	7/29/2022	Sk8Board Bus	\$ 500.00
1019	8/5/2022	Department of Alcoholic Beverage Control	\$ 70.00
1020	9/6/2022	LA Galaxy	\$ 1,500.00
1021	11/9/2022	California Department of Justice	\$ 25.00
1021-R		VOID-Check Reversal	\$ (25.00)
1022	11/28/2022	Costco	\$ 2,940.86
1023	11/29/2022	Pepsi	\$ 615.83
1023-R		VOID-Check Reversal	\$ (615.83)
1024	11/29/2022	Vons	\$ 188.00
1024-R		VOID-Check Reversal	\$ (188.00)
1025	11/29/2022	Alma Delia's Restaurant	\$ 1,200.00
1026	12/1/2022	Aaron Reyes	\$ 600.00
1027	11/29/2022	AM Decorations	\$ 2,500.00
1028	12/1/2022	Esther Reyes	\$ 100.88
1029	12/7/2022	Hector Hernandez	\$ 240.30
1030	12/12/2022	Santos de Horta	\$ 268.09
1031	1/5/2023	Seafood Central	\$ 85.20
1032	12/13/2022	Costco	\$ 2,974.46
1033	12/15/2022	Franciscos Exotic	\$ 300.30
1034	12/15/2022	Seafood Central	\$ 482.35
1035	12/16/2022	Azteca Farms	\$ 89.00
1036	12/19/2022	Santos de Horta	\$ 440.00
1037	12/19/2022	Armando Gaona	\$ 90.00
1038	12/27/2022	Seafood Central	\$ 643.90
1039	12/29/2022	Azteca Farms	\$ 124.00
1040	1/4/2023	Santos de Horta	\$ 724.54
1041	1/5/2023	Calif. Dept. of Tax & Fee Administration	\$ 555.00
1042	1/12/2023	New Asia FSE	\$ 884.12
1043	1/12/2023	Alex Carbonic Service	\$ 373.00
1044	1/17/2023	Azteca Farms	\$ 116.10
1045	1/17/2023	Seafood Central	\$ 36.00
1046	1/17/2023	California Department of Justice	\$ 35.00
1047	1/17/2023	Santos de Horta	\$ 440.00
1048	1/26/2023	Costco	\$ 1,664.56
1049	1/26/2023	New Asia FSE	\$ 226.88
			<u>\$ 20,204.54</u>

**Other Disbursements:**

EFT	12/16/2022	City of La Puente	\$ 370.60
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Bank Check	1/19/2023 Pepsi	\$ 640.83
EFT	1/24/2023 Deluxe Business Systems	<u>\$ 108.02</u>
		\$ 1,119.45
	<b>Total 07/01/22-01/31/23</b>	<b><u><u>\$ 21,323.99</u></u></b>

↓

Description
-------------

Youth Clinic

Skateboard Event

July 3rd Beer Garden Permit

Youth Clinic (Reissue Ck. 1017)

Non-Profit Registration Filing

Snack Bar Supplies

Snack Bar Supplies

Senior Fall Event - Bakery & Dessert Items

Senior Fall Event - Catering

Senior Fall Event - Disc Jockey

Senior Fall Event - Décor and Props

Senior Fall Event - Bakery & Dessert Items

Reimbursement-water filter for snack bar

Snack Bar Supplies

Snack Bar Supplies

Snack Bar Supplies

Snack Bar staff uniforms

Snack Bar Supplies

Snack Bar Supplies

Consultant Fees

Consultant Fees

Snack Bar Supplies

Snack Bar Supplies

Consultant Fees

Snack Bar Sales Tax Quarter Ending 12/31

Snack Bar Supplies

Snack Bar Soda Fountain CO2

Snack Bar Supplies

Snack Bar Supplies

Non-Profit Registration Filing (Reissue Ck. 1021)

Consultant Fees

Snack Bar Supplies

Reimburse tax filing fees

Snack Bar Supplies  
IT Software



# LA PUENTE COMMUNITY FOUNDATION

## AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: PRESENTATION OF BUDGET REPORT FOR FISCAL YEAR 2021-2022 AND YEAR-TO-DATE 2022-2023

### BACKGROUND/DISCUSSION

The La Puente Community Foundation received 501(C)(3) exemption status from the Internal Revenue Service on April 2, 2021. Having this exemption status allowed the La Puente Community Foundation to provide letters to donors for tax reporting purposes. The first donation was received on August 13, 2021 and donations were steadily received after that until the end of the fiscal year. In total, the La Puente Community Foundation received \$74,635.00 in donations of which the majority of was designated for general use and a small portion of was restricted for senior activities/programming. The remainder of the funds received, \$10,216.19 was received from City street sign sales, snack bar sales, and bank interest. In total the La Puente Community Foundation received, \$84,851.19 in revenue for fiscal year 2021-2022.

On the expense side, the La Puente Community Foundation totaled \$5,211.15 in expenses. The majority of the expenses related to snack bar expense and community programs and events including baseball and softball clinics that were of no charge to residents.

The La Puente Community Foundation ended the year with a Net Income of \$79,640.04. All federal and state reporting requirements were completed prior to the deadline by the Administrative Services Staff.

To date in the current fiscal year, the La Puente Community Foundation revenues total \$55,441.07. The two primary categories of revenue have come from donations totaling \$28,337.61 and snack bar revenue totaling \$19,874.75. The remainder has come from miscellaneous items including street sign sales, vending machine revenue share, and interest.

The year-to-date expenditures total \$21,419.40 which is primarily snack bar expense related totaling \$14,431.30 and community programs and events totaling \$6,470.88. The remaining expenses relate to reporting requirement costs and bank fees.

FISCAL IMPACT

As described above, the net income for fiscal year 2021-2022 ended at \$79,640.04 and the year-to-date net income for fiscal year 2022-2023 is \$34,021.67.

RECOMMENDATION

It is recommended that the La Puente Community Foundation receive and file this report.

ATTACHMENTS

None.



# LA PUENTE COMMUNITY FOUNDATION

## AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL FOR CITY MANAGER SPENDING LIMITS FOR THE LA PUENTE PARK SNACK BAR, LA PUENTE PARK COFFEE SHOP, AND LA PUENTE COMMUNITY FOUNDATION

### BACKGROUND/DISCUSSION

In order for the La Puente Community Foundation to conduct business in an efficient and effective manner on a day-to-day basis, the City Manager, who is the ex officio non-voting member of the Board as described in the Bylaws, should be authorized with certain spending limits as it relates to the La Puente Community Foundation.

The La Puente Park Snack Bar began operations in November 2022 and the popularity is growing each day that it is open due to the exceptional quality of food being produced and served. In order for the Snack Bar to run at optimal levels, the staff operating need to be able to order additional product during the month between board meetings. City staff suggest that the La Puente Community Foundation Board grant the City Manager the authority to spend up to \$10,000 on a monthly basis on the condition that a minimum of \$5,000 in revenue is collected during that same period of time. All purchases will be subsequently noted in the warrant registers at the next La Puente Community Foundation meeting.

The La Puente Park Coffee Shop is still in the construction process with the expectation that it will be completed and opened within the next six months. Like the Snack Bar so the Coffee Shop can be run at optimal levels, the staff operating need to be able to order additional product during the month between board meetings. City staff suggest that they La Puente Community Foundation Board authorize the City Manager to spend up to \$10,000 on a monthly basis so long as there are revenues of \$5,000 during that same period of time. All purchases will be subsequently noted in the warrant registers at the next La Puente Community Foundation meeting.

The La Puente Community Foundation staff will attempt to have any and all expenses approved by Board. Occasionally, unforeseen expenses relating to an event of general operations of the Foundation will arise. City staff is recommending the Board allow the City Manager to spend up



to \$5,000 on a monthly basis. All purchases will be subsequently noted in the warrant registers at the next La Puente Community Foundation meeting.

FISCAL IMPACT

The fiscal impact related to this action would be up to \$10,000 for the La Puente Park Snack Bar, \$10,000 for the La Puente Park Coffee Shop, and \$5,000 for general spending and events on a monthly basis.

RECOMMENDATION

It is recommended that the La Puente Community Foundation Board approve spending limits for the City Manager of \$10,000 per month for the La Puente Park Snack Bar and La Puente Park Coffee Shop, respectively so long as the sales are \$5,000 for the same time period and a spending limit of \$5,000 for general spending and events on a monthly basis.

ATTACHMENTS

None



# LA PUENTE COMMUNITY FOUNDATION

## AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF THE LA PUENTE COMMUNITY FOUNDATION FOR CONSULTING CONTRACTS RELATED TO THE SNACK BAR OPERATIONS AT LA PUENTE PARK

### BACKGROUND/DISCUSSION

The La Puente Park Snack Bar began operations in November 2022 and the popularity is growing each day that it is open due to the exceptional quality of food being produced and served. In order to run the Snack Bar in the most effective and efficient way it was (is) necessary to bring on consultants that have the experience and skills to run a food sales business. The two consultants that the La Puente Community Foundation and the City have identified have the necessary experience to run the Snack Bar. City staff recommend the Board approve the consulting contracts with Saturnino De Horta Garcia and Armando Gaona. The contract allows the Foundation to terminate the contract at any time, for any reason, with or without cause. The rate of each contract is \$20.00 per hour, and it outlines several expectations that the La Puente Community Foundation expect of the consultants.

### FISCAL IMPACT

The monthly cost is expected to be \$3,200.

### RECOMMENDATION

It is recommended that the La Puente Community Foundation approve the consulting contracts for the La Puente Park Snack Bar for Saturnino De Horta Garcia and Armando Gaona.

### ATTACHMENTS

Attachment "A": Saturnino De Horta Garcia Consultant Contract

Attachment "B": Armando Gaona Consultant Contract

**AGREEMENT BETWEEN  
LA PUENTE COMMUNITY FOUNDATION  
AND  
SATURNINO DE HORTA GARCIA**

This agreement, effective immediately, is entered into by and between Saturnino De Horta Garcia (hereinafter referred to as CONSULTANT) at 16204 Maplegrove St. La Puente, CA 91744 and the LA PUENTE COMMUNITY FOUNDATION (hereinafter referred to as FOUNDATION).

**WITNESSETH:**

WHEREAS, Foundation has a need for specialized consultant services; and

WHEREAS, CONSULTANT has the training, experience and competence to perform the specialized services required by the Foundation; and

WHEREAS, Foundation has the authority under state law to employ CONSULTANT;

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

**I.**

**DUTIES OF CONSULTANT**

CONSULTANT agrees to perform certain services as follows:

Assists the Foundation with operational support of the La Puente Park Snack Bar including cooking, preparing food, cleaning, and maintaining in an orderly fashion a food service establishment in a manner consistent with the Los Angeles County Health Department standards.

**ESSENTIAL FUNCTIONS**

- Perform routine kitchen tasks
- Follow the prep list created to plan duties.
- Label and stock all ingredients on shelves so they can be organized and easily accessible.
- Measure ingredients and seasonings to be used in cooking.
- Prepare cooking ingredients by washing and chopping vegetables, cutting meat, and other meal prep.
- Set up workstations and ingredients so that food can be prepared according to recipes.
- Undertake basic cooking duties, such as reducing sauces and parboiling food.
- Prepare simple dishes, such as salads and entrees.
- Maintain a clean and orderly kitchen by washing dishes, sanitizing surfaces, and taking out trash.

- Ensure that all food and other items are stored properly by tagging, date-labelling, covering, and rotating effectively.
- Ensure and maintain all health department protocols
- Perform duties associated with any and all tasks related to food retail establishment
- Comply with nutrition and sanitation guidelines.
- Perform other kitchen duties as assigned.

## **II.**

### **DUTIES OF THE FOUNDATION**

FOUNDATION shall work with CONSULTANT in the performance of this agreement as follows:

- Provide all information reasonably accessible to the FOUNDATION which may be helpful to CONSULTANT in the performance of services; and
- Make staff available to assist CONSULTANT with logistics and resources needed; and
- Provide a suitable location where the work will be conducted.

## **III.**

### **CONSIDERSTION**

For the services described above, the FOUNDATION shall pay CONSULTANT at the hourly rate of twenty (\$20.00) dollars per hour. These charges do not include the cost of legal services or legal consultations in the event they become necessary.

## **IV.**

### **INDEMNITY**

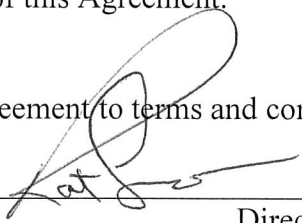
CONSULTANT shall indemnify, defend, and hold harmless the La Puente Community Foundation, its officers, agents and employees against any and all liability, claims, actions, causes of actions or demands whatsoever against them, or any of them, for injury to or death of persons or damage to property arising out of, connected with, or caused by CONSULTANT, agents or independent contractors or companies in the performance of (or in any way arising from) the terms and provisions of this Agreement.

V.

**SUSPENSION OR TERMINATION OF AGREEMENT**

The FOUNDATION may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice to the CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the FOUNDATION suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. 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 FOUNDATION. Upon termination of the Agreement pursuant to this Section, the CONSULTANT shall submit an invoice or timesheet to the FOUNDATION pursuant to Section III of this Agreement.

Agreement to terms and conditions:

  
\_\_\_\_\_, Director

  
\_\_\_\_\_  
Saturnino De Horta Garcia, Consultant

12-1-22  
Date

12-1-22  
Date

**AGREEMENT BETWEEN  
LA PUENTE COMMUNITY FOUNDATION  
AND  
ARMANDO GAONA**

This agreement, effective immediately, is entered into by and between Armando Gaona (hereinafter referred to as CONSULTANT) at 10348 Hoyt Park Pl., El Monte, CA 91733 and the LA PUENTE COMMUNITY FOUNDATION (hereinafter referred to as FOUNDATION).

**WITNESSETH:**

WHEREAS, Foundation has a need for specialized consultant services; and

WHEREAS, CONSULTANT has the training, experience and competence to perform the specialized services required by the Foundation; and

WHEREAS, Foundation has the authority under state law to employ CONSULTANT;

NOW THEREFORE, the parties to this agreement do hereby mutually agree as follows:

**I.**

**DUTIES OF CONSULTANT**

CONSULTANT agrees to perform certain services as follows:

Assists the Foundation with operational support of the La Puente Park Snack Bar including cooking, preparing food, cleaning, and maintaining in an orderly fashion a food service establishment in a manner consistent with the Los Angeles County Health Department standards.

**ESSENTIAL FUNCTIONS**

- Perform routine kitchen tasks
- Follow the prep list created to plan duties.
- Label and stock all ingredients on shelves so they can be organized and easily accessible.
- Measure ingredients and seasonings to be used in cooking.
- Prepare cooking ingredients by washing and chopping vegetables, cutting meat, and other meal prep.
- Set up workstations and ingredients so that food can be prepared according to recipes.
- Undertake basic cooking duties, such as reducing sauces and parboiling food.
- Prepare simple dishes, such as salads and entrees.
- Maintain a clean and orderly kitchen by washing dishes, sanitizing surfaces, and taking out trash.
- Ensure that all food and other items are stored properly by tagging, date-labelling, covering, and rotating effectively.

- Ensure and maintain all health department protocols
- Perform duties associated with any and all tasks related to food retail establishment
- Comply with nutrition and sanitation guidelines.
- Perform other kitchen duties as assigned.

## **II.**

### **DUTIES OF THE FOUNDATION**

FOUNDATION shall work with CONSULTANT in the performance of this agreement as follows:

- Provide all information reasonably accessible to the FOUNDATION which may be helpful to CONSULTANT in the performance of services; and
- Make staff available to assist CONSULTANT with logistics and resources needed; and
- Provide a suitable location where the work will be conducted.

## **III.**

### **CONSIDERSTION**

For the services described above, the FOUNDATION shall pay CONSULTANT at the hourly rate of twenty (\$20.00) dollars per hour. These charges do not include the cost of legal services or legal consultations in the event they become necessary.

## **IV.**

### **INDEMNITY**

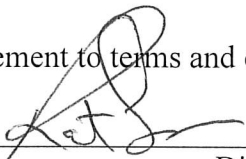
CONSULTANT shall indemnify, defend, and hold harmless the La Puente Community Foundation, its officers, agents and employees against any and all liability, claims, actions, causes of actions or demands whatsoever against them, or any of them, for injury to or death of persons or damage to property arising out of, connected with, or caused by CONSULTANT, agents or independent contractors or companies in the performance of (or in any way arising from) the terms and provisions of this Agreement.

## **V.**

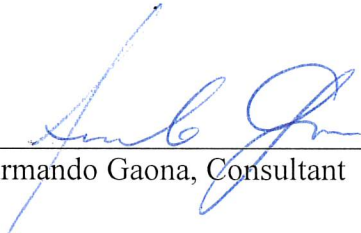
**SUSPENSION OR TERMINATION OF AGREEMENT**

The FOUNDATION may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice to the CONSULTANT. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the FOUNDATION suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. 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 FOUNDATION. Upon termination of the Agreement pursuant to this Section, the CONSULTANT shall submit an invoice or timesheet to the FOUNDATION pursuant to Section III of this Agreement.

Agreement to terms and conditions:

  
\_\_\_\_\_, Director

12-1-22  
Date

  
Armando Gaona, Consultant

12/1/22  
Date





## LA PUENTE COMMUNITY FOUNDATION

# AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023  
From: Bob Lindsey, City Manager  
By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF AN ACCOUNT WITH SQUARE SYSTEM FOR SNACK BAR ORDERING SYSTEM IN A RECURRING AMOUNT OF \$100.00 PER MONTH AND ADDITIONAL NECESSARY ORDER SYSTEM EQUIPMENT IN THE AMOUNT OF \$2052.99

### BACKGROUND/DISCUSSION

The La Puente Park Snack Bar began operations in November 2022, and since then, it has increased in traffic as the service and food produced are of exceptional quality. For the Snack Bar to operate more efficiently, Staff determined that it will be necessary to streamline the order process and ensure the swift fulfillment of orders by utilizing the Restaurant Plus account, a handheld mobile order unit, and a screen unit.

Restaurant Plus supports mobile ordering units to take orders in areas other than where the register is located. It also syncs the ordering screens to the orders processed at the register. All incoming orders are kept sequential and are tracked in time, using color to denote the age of each order.

To implement Restaurant Plus to our current Square P.O.S. System, Staff will purchase a Restaurant Plus account for \$100.00 per month, a handheld order unit from Square that includes an integrated touch screen and printer unit for a one-time fee of \$299.00, a 12" iPad screen unit to display orders as they are inputted at the register for \$1399.00, and a 12" Tablet Mount with No-Drill Universal Base for \$354.99.

## FISCAL IMPACT

The cost of the additional equipment are as follows:

<u>Description</u>	<u>Amount</u>
Restaurant Plus	\$100.00/ month
Handheld mobile order system	\$299.00
12" iPad screen unit	\$1399.00
12" Tablet Mount with No-Drill Universal Base	\$354.99
<b>Total:</b>	<b>\$2,052.99</b>

## RECOMMENDATION

It is recommended that the La Puente Community Foundation Board approve the purchase of: (1) the Restaurant Plus account for a recurring amount of \$100.00 per month; and (2) additional necessary order equipment in the amount of \$2052.99.

## ATTACHMENTS

Attachment "A": Handheld Order Unit

Attachment "B": 12" iPad Quote

Attachment "C": 12" Tablet Mount with No-Drill Universal Base Quote



Register



Terminal



Stand



Stand Mount



Reader  
for contactless and chip



Reader  
for magstripe



Accessories

Square Terminal

Overview

Specs

[Contact sales](#)



In stock · Free and expedited shipping available

## Square Terminal

\$299.00 or \$27.00/mo with financing\* 

The all-in-one credit card terminal for orders, payments, and



## Your Cart



### Unlock up to \$261.71<sup>1</sup> in savings

You'll also get discounted services, extended returns, up to 24 months protection on most purchases and more with an active membership.

[Unlock Savings](#)

**Special Offers** We found offers available based on items in your cart! [See all](#)



[Apple - 12.9-Inch iPad Pro \(Latest Model\) with Wi-Fi - 512GB - Space Gray](#)



Select a store to see availability

[Remove](#)  
[Save](#)

**\$1,399.00**



**FREE Shipping to 91744**

Get it by **tomorrow** if you order within **7hr 43min**  
Same-Day Delivery is also available in checkout

**Got a device like this to trade-in?**

We'll help you check your trade-in value and apply it to your order.

[Check Trade-In Value](#)

**Included Free**

## Order Summary

Item Total	\$1,399.00
Shipping	FREE
Estimated Sales Tax	\$139.90

**Total** **\$1,538.90**

### Checkout

My Best Buy® members enjoy exclusive offers & free shipping with no minimum purchase.

[Sign in or create an account now](#)

### Apply today, shop today.



Show me how >

**10% back in rewards** on your first day of purchases when approved for the My Best Buy® Credit Card.

**\$128.25/month\*** suggested monthly payments with **month financing** on the purchase of \$1,538.90



# Your Cart

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## Items (1)

---



**RAM® X-Grip® 12" Tablet Mount with No-Drill™ Universal Base**

RAM-VB-196-UN11

**\$354.99**

1

## Order Summary

Estimated Ship Date  
(3 business days +/- 2 days)

Subtotal

---

[Proceed to Checkout](#)



## LA PUENTE COMMUNITY FOUNDATION

# AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF THE COMMUNITY FOUNDATION STAFF UNIFORM  
IN THE AMOUNT NOT TO EXCEED \$2,000.00

### BACKGROUND/DISCUSSION

The La Puente Park Snack Bar opened in November 2022, and its popularity has increased since then due to the exceptional quality of its service and food. Staff determined that hats and uniform shirts will be necessary for staff in order to create a professional and uniform appearance.

### FISCAL IMPACT

The cost of uniform hats and shirts not to exceed \$2,000.00.

### RECOMMENDATION

It is recommended that the La Puente Community Foundation Board approve the purchase of: (1) uniform hats and uniform shirts for the Snack Bar Staff; and (2) uniform shirts for office staff in the amount not to exceed \$2,000.00.



## LA PUENTE COMMUNITY FOUNDATION

# AGENDA REPORT

To: Members of the Foundation For meeting of: February 15, 2023

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION TO REVISE THE DONATION OF \$10.00 PER HOUR FOR LEAGUE VOLUNTEERS WORKING AT THE SNACK BAR TO A FAIR AND EQUITABLE DONATION

### BACKGROUND/DISCUSSION

The previous Community Foundation Board authorized a donation of \$10.00 per hour per volunteer league member working at the snack bar.

City staff conducted research and determined that a donation of \$10.00 per hour is not a fair and equitable wage. To meet minimum wage requirements, we will take the following actions: volunteers not workers at any time staff recommends that donations adhere to California minimum wage requirements.

### FISCAL IMPACT

Only those volunteers from leagues that are requested from the foundation are entitled to a working donation. The fiscal impact would be negligible based on the amount of revenue volunteers would produce which would be grader than any donation assigned.

### RECOMMENDATION

It is recommended that the La Puente Community Foundation Board give the Community Engagement Supervisor the authority to schedule volunteers according to the above recommendations.