

MEMORANDUM

TO: City Council
FROM: Assistant City Manager
DATE: May 16, 2018
SUBJECT: Comments on Agenda Items, Meeting of May 22, 2018

ITEM 3. The City Council will conduct interviews for the Mayor's Youth Council starting at 5pm.

ITEM 4. A workshop will be held in the Community Center at 6pm to discuss the Bus Fares. Dinner will be provided during the workshop.

ITEM 8A. Rick Whelan will be presenting a poem that he wrote about Loyd Gibbons.

ITEM 8B. The City Council will be recognizing Tom Hamilton as the Duarte Senior Center's Volunteer of the Year. Tom is a dedicated individual with a long history of volunteering with the Senior Softball program in Duarte. Tom joined the Duarte softball team in 1999 and volunteers his time to prep the field. Tom's work has been exemplary and his contribution to the City has been invaluable. Tom will be recognized on May 17th by the LA County Board of Supervisors at the annual Older Americans Recognition Day. The City Council will also be adopting and presenting him with a Proclamation that May is Older Americans Month.

ITEM 8C. The Green Home Award recipients will be recognized by the City Council. The Green Home Awards Program was designed to reward homeowners who have maintained the beauty of their homes while excelling in their lawn and garden water conservation efforts. Businesses demonstrating water conservation efforts are also included in this awards program. Each winner and the judges have been invited to attend the Council meeting. The winners will receive various awards including gift cards, a certificate signed by the Mayor, a lawn sign, and a water conservation kit donated by California American Water.

ITEM 8D. Staff will be presenting the new online Duarte Merch Store.

ITEM 8E. The Public Safety Services Director will give an update on recent public safety activity and lead a discussion on License Plate Readers (LPR).

ITEM 12D (Consent). This is a resolution establishing an appropriations limit (FY18/19) pursuant to the provisions of the California Constitution, which sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year.

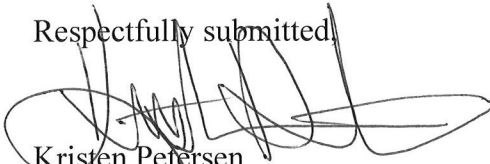
ITEM 12E (Consent). Staff is recommending that the City Council accept the "City of Duarte Wayfinding Project". City Council awarded the contract for this project in July 2017 to TFN Architectural Signage. This project consisted of three gateway monument signs, eight pole mounted entry signs and twelve median street identification signs. TFN Architectural Signage satisfactorily completed the project and the final construction cost was \$222,238.74.

ITEM 14. Staff is recommending that City Council authorize the City Manager to execute an amended Joint Use Lease Agreement with Duarte Unified School District (DUSD). The new Joint Use Lease Agreement manages to memorialize in one single document a comprehensive list of the joint use locations, improvements, scheduled uses and maintenance that has been negotiated over the last 37 years. It also incorporates updated language related to legal liability and indemnification.

The biggest change relates to moving towards a new approach of joint use and joint maintenance responsibility. In the past the City has been held responsible for all improvement and maintenance costs, even though DUSD shares the use of the facilities. In this new Joint Use Lease Agreement, the maintenance of the fields is more equally based on the usage of the fields. For example, DUSD is taking full responsibility for the irrigation and turf maintenance of the Varsity baseball and softball fields at DHS (Duarte Sports Park North fields), which they use most of the time. Another example is DUSD sharing the cost of resurfacing the DHS tennis courts, which we jointly use.

The new agreement has a three-year term primarily because we anticipate a need to continue to develop this more balanced approach to joint maintenance and joint use. It is also because DUSD has several projects that it anticipates funding in three years, including the construction of a new DHS gymnasium and a possible relocation of Glenn Miller Park to provide for the expansion of Valley View school. During the term of the new agreement representatives from DUSD and the City will meet at least annually to discuss potential projects that impact the joint use agreement. This will encourage continued conversation between DUSD and the City and strengthen the partnership that developed the joint use agreement in the first place.

Respectfully submitted,



Kristen Petersen
Assistant City Manager

“CYCLONE PERSON, LOYD GIBBONS”

What makes Duarte so special?
 One example is Loyd Gibbons,
 Located next to the East corner
 Of Highland and Royal Oaks...
 I park on asphalt gravel
 Near his bicycle shop,
 Greeted by an American Flag
 And the back of a Pepsi machine...
 I take the time to read
 His impressive sign displays:
 MOTOR CROSS BICYCLES
 And custom restoring,
 Fine reconditioned Schwinn bikes,
 All SIZES TYPES SPEEDS...
 Schwinn tricycles can be seen
 Through the front window,
 Placed on a wood plank
 Standing at attention,
 Showing off their names and colors:
 Red Seaside, Blue Huffy,
 Silver Dirt, Pink Sweet Stuff,
 Purple Wired and Orange Mongoose...



I go through the front door
 Adjusting my senses to sights and smells
 Of his boneshaker bicycle factory,
 Bikes leaning against each other
 In various stages of repair...
 I hear his rusty voice saying
 In the background, “Come on in,”
 I’m standing next to the Pepsi cooler
 And he says, “It’s fifty years old,”
 I look at the red, white and blue colors
 And the price is still 50 cents...
 He’s perched on a metal chair
 As I follow the curving path,
 He’s full of conversation
 Asking me if I have a bike problem!
 My eyes follow the winding path
 Which forms a complete circle around
 A corral of classic Schwinn bicycles,
 Seeming to be moving restlessly...

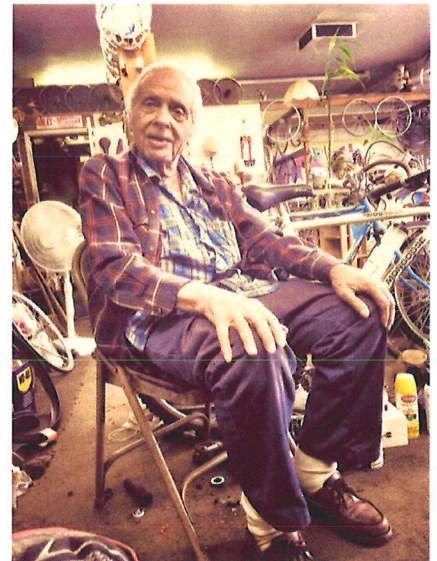


He arrived in Duarte in 1965,
 And anchoring his Bike Shop since 1985,
 Serving the local community
 Specializing in vintage Schwinn's...
 Neighborhood kids would come by
 With broken bikes and he loves
 To talk to them about his stable
 Of bicycle thoroughbreds,
 Then fixing their bikes for free!
 During World War II,
 Loyd worked for Kaiser Shipbuilding Co.
 As a junior engineer in wartime production
 At the Richmond, California Shipyards...
 Beside his passion for Schwinn's
 Is his talent and love for music!
 Singing and playing the saxophone
 For 8 years at the Trails Restaurant
 And any other venues doing one-nighters...
 He also has a plaque he received
 As president of the Duarte Kiwanis in 1972,
 The first black president of the organization...



Loyd would go on camping trips
 With his wife and trusty pick-up truck,
 Going to Indian Reservations
 As far as New Mexico and Arizona...
 On a visit to Taos he discovered a picture
 With Pueblo adobe houses,
 One of the treasures in his shop,
 It has different levels and striking colors:
 Purple, brown, red, white, blue and maroon;
 From Flagstaff he would drive up AZ-87N
 Visiting the Hopi and Navaho Nations,
 Collecting cultural keepsakes,
 And meeting old friends,
 And finding new ones
 At Indian celebrations, called POW WOWs,
 In the ceremony of the circle,
 Where the competition of the drummers
 Is performed with singing, dancing and
 music...

Outside the safety of the circle
 Are castaways in need of repair:
 Stingrays, Jaguars, Speedsters,
 Breezes, Varsities and Corvettes...
 He also brings back regalia
 From his travels
 For the empty wall spaces
 Surrounding his own magic circle...
 He uses different crèches
 To place figurines, pottery and animals...
 Hanging near his front door
 Is a picture of an Indian Chief!
 Showing strength and determination
 Within his Cherokee heritage...
 Arrayed along a line of wind chimes
 Are leather, beads and feathers
 Symbolizing the Great Spirit...
 In Indian Mythology
 The Wind is the force behind
 Long Flying Hair of Cyclone Person!
 I imagine Loyd Gibbons stepping out
 From the safety of his circle
 Taking his Phantom Schwinn
 And riding with the wind behind him!
 When asked how old he was
 He said, “The Indian is ageless.”



BUSINESS HOURS			
MON.	CLOSED	TO	CLOSED
TUE.	10:30	TO	4:30
WED.	10:30	TO	4:30
THU.	10:30	TO	4:30
FRI.	10:30	TO	4:30
SAT.	10:30	TO	4:30
SUN.	CLOSED	TO	CLOSED

By Rick Whelan – May 2018



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, DIRECTOR OF PARKS AND RECREATION

SUBJECT: RECOGNITION OF DUARTE SENIOR CENTER VOLUNTEER OF THE YEAR – TOM HAMILTON

DATE: 5/22/18

The Duarte Senior Center is very happy to announce that Tom Hamilton has been selected to be this year's Senior Volunteer of the Year. On Wednesday, May 17, 2018 the Los Angeles County Board of Supervisors recognized Tom at the annual Older Americans Recognition Day event for his dedication and commitment to the City of Duarte. The Duarte Senior Center will further honor Tom at the Duarte Senior Center Volunteer Recognition Dinner on June 15, during an invitation-only private function for our volunteers.

Long time City of Duarte volunteer Tom Hamilton is a hard working volunteer who keeps our very popular Duarte Senior Softball program running successfully. Born in Santa Monica, Tom moved to Pico Rivera with his family at age 5. Tom's parents purchased property in 1969 in Duarte and built their home there in 1974.

Tom is a veteran who served in the US army from 1965 to 1967. Tom built up his own delivery business specializing in transporting furniture and interior fixtures. He grew his business and worked with many different interior designers including the Pacific Design Centers before retiring at age 45. Tom spent the next 10 years touring the country in his trailer. At age 55 he moved to Duarte to help his mother Vivian Hamilton, a long-time volunteer at the Duarte Senior Center

After moving back to Duarte, Tom joined our softball team and has been playing with the Duarte team since 1999. Soon after joining, Tom assumed responsibility for prepping the field; a very labor intensive job that he takes great pride in. Tom drags the field, waters the infield, places the chalk lines, sets out bases, cleans the stands and removes trash from previous nighttime games. Tom's work has been exemplary and his contribution to the city has been invaluable.

Tom always enjoys volunteering and say's "If people only knew how good it feels to volunteer more people would do it." Thank you Tom for all that you do!



Proclamation

OLDER AMERICANS MONTH

***WHEREAS,** May is traditionally Older Americans Month, a time to celebrate and pay tribute to seniors; and*

***WHEREAS,** California's older population remains one of the State's most enduring resources; and*

***WHEREAS,** older Americans have contributed many years of service in their communities through volunteer programs; and*

***WHEREAS,** seniors possess and share a wealth of experience, background and history, making them an important part of the ties that bind both family and community; and*

***WHEREAS,** today's efforts in designing a coordinated community-based system of care and services for seniors will contribute to the well-being of older Californians in the 21st century; and*

***WHEREAS,** recognition within the State of California offers the State's residents an opportunity to reflect upon the multiple talents and accomplishments of the State's older residents; and*

***WHEREAS,** Tom Hamilton has been chosen Outstanding Older American for the City of Duarte for 2018;*

***NOW, THEREFORE, LET IT BE RESOLVED,** by the City of Duarte that the month of May is declared as Older Americans Month and all residents are urged to participate in appropriate ceremonies honoring these men and women who have given of their time and talents to improve the quality of life for all.*

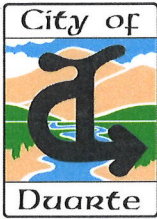
ATTEST:

City Clerk Marla Akana
Duarte, California

DATE: May 22, 2018



Mayor John Fasana



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, DIRECTOR OF PARKS AND RECREATION

SUBJECT: GREEN HOME AWARDS RECOGNIZING HOME BEAUTIFICATION
AND DROUGHT TOLERANT LANDSCAPING EFFORTS

DATE: MAY 22, 2018

The Green Home Awards Program is designed to reward homeowners who have maintained the beauty of their homes while excelling in their lawn and garden water conservation efforts, including switching to water conserving irrigation systems, and/or adding drought tolerant landscaping and gardening practices. Businesses demonstrating water conservation efforts are also included in this awards program.

Parks and Recreation Supervisor Lupe Valerio organized this program that relies on the dedication and commitment of local service groups and volunteers who served as judges. Guidelines and criteria used by the judges included judging the general overall appearance of the home exterior and confirmation that the homeowner used water conserving irrigation and/or drought tolerant landscaping.

The judges were assigned to 11 different zones located throughout the City and during the month of April they selected up to 5 homes within each zone. Duarte Public Safety reviewed all the judge's selections for disqualifying code violations and California American Water assisted in finalizing the winners. This year's judging groups were: Duarte Chamber, Duarte Community Service Council, Duarte Education Foundation, Duarte Kiwanis Club, Duarte Woman's Club, Duarte's Promise and Duarte Parks and Recreation Commission.

Each winner and the judges have been invited to attend the May 22 Council meeting and the winners will receive various awards including gift cards, a certificate signed by the mayor, a lawn sign and a water conservation kit donated by California American Water.

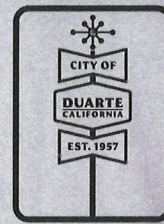
The City of Duarte and FSP Designs Present

LAUNCHING
MAY 30TH

THE DUARTE MERCH STORE



CLASSIC T-SHIRTS \$10



CLASSIC HATS \$15



PROCEEDS WILL BENEFIT CITY OF DUARTE C.H.Y.L.L. AND DART YOUTH PROGRAMS

TO SHOW YOUR #DUARTEPRIDE VISIT

MYDUARTEMERCH.COM

FREE SHIPPING ON ALL U.S. ORDERS

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – MAY 8, 2018

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 5:03 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Finlay, Kang (arrived at 5:05 p.m.), Paras-Caracci, Reilly, Fasana ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, as amended to adjourn in memory of former Governor George Deukmejian and John Robinson, and carried with Kang not present.
CLOSED SESSION 1) Pending Litigation 2) Anticipated Litigation	There was no public input. Cosgrove stated the Closed Sessions were as follows: 1) Pending Litigation– Government Code Section 54956.9 (a): <i>Cities of Duarte et al v. State Water Resources Control Board et al</i> , Orange County Superior Court Case No. 30-2016-00833614-CU-WM-CJC and Related Case <i>City of Gardena v. Regional Water Quality Control Board – Los Angeles Region, et al</i> , Orange County Superior Court Case No. 30-00833722-CU-WM-CJC. 2) Conference with Legal Counsel – Anticipated litigation, pursuant to Government Code Section 54956.9(d)(4). The Closed Sessions concluded at 5:58 p.m.
WORKSHOP Homeless Plan	A Workshop was conducted to discuss a draft Homeless Plan, and to receive input. The Workshop concluded at 7:04 p.m. City Council reconvened at 7:21 p.m., with all members present.
PLEDGE TO THE FLAG	Kristi Lopez led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	Reilly provided a moment of reflection.
FITNESS/MENTAL WARM-UP	Kang and Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION ITEMS	Cosgrove announced the City Council met in Closed Session as stated above, and discussed both matters, with no reportable action taken.
SPECIAL ITEMS Mayor's Youth Council update (Not presented)	The scheduled Mayor's Youth Council update was not presented.

05/08/18

Proclamation – Lupus Awareness Month	Mayor Fasana read and presented the Proclamation for Lupus Awareness Month to Juana Mata from Looms4Lupus.
Proclamation – Bicycle Safety Month	Mayor Fasana read and presented the Proclamation for Bicycle Safety Month to Jose Jimenez from Bike SGV.
Proclamation – 103 rd Anniversary Armenian Genocide	Mayor Fasana read and presented the Proclamation commemorating the 103 rd Anniversary of the Armenian Genocide to Levon Yotnakhparian.

Lino Paras spoke about the Armenian genocide and politics.

ANNOUNCEMENTS

Kristi Lopez, Senator Portantino's office, announced Senior Scam Stoppers event on May 18 at the Duarte Senior Center.

Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events and grand openings in May.

Joanna Gee, Duarte Library, announced programs, story times, classes, and workshops in May.

Karen Herrera announced upcoming community events, classes, and programs in May and June.

Dr. Sunil Jayasinghe announced presentation at Duarte Historical Museum on May 11 about his visit to Nepal.

Mayor Fasana thanked and congratulated Councilmember Finlay for her successful one-year term as President of SCAG, and presented her with a bouquet of flowers.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Peter Ling – Computer hacking.

Lino Paras – Parking ticket deadline, budget.

Brian Tindall – Polystyrene.

CONSENT CALENDAR

Kang moved, Finlay seconded to approve the Consent Calendar as follows, and carried unanimously.

Approve Items A, B, C, D, I.

Receive and File Item E.

Remove Items F, G, H.

ITEMS REMOVED – Item F
Notice of Completion – ADA
Ramps/Oak Ave. Improvements

Tina Gall provided information and answered questions from City Councilmembers about cost and allocation of CDBG funds.

ITEM F – APPROVED

Reilly moved, Paras-Caracci seconded to accept the Citywide ADA Ramps and Oak Avenue Improvement Project (All American Asphalt), authorize the City Clerk to initiate the Notice of Completion, and approve a budget amendment to add \$21,935 to the FY 2017-18 CDBG fund, and carried unanimously.

Item G – Notice of Completion
Concrete Repair Program 17/18

Amanda Hamilton, Public Works Manager, presented a report and answered questions from Councilmembers.

ITEM G – APPROVED

Reilly moved, Finlay seconded to accept the Citywide Concrete Repair Program FY 17/18 Project (All Cities Engineering, Inc.),

Item H – AB 1857 (Nazarian)
Letter of Support

ITEM H – APPROVED

RESOLUTIONS

Council Bill 18-R-10
Intent to Levy Assessments
2018-19 Landscape/Ltg Dist.
Sets Public Hearing 6/12/18

RESOLUTION NO. 18-10

Council Bill 18-R-11
Tents in City Parks

RESOLUTION NO. 18-11

Council Bill 18-R-12
Speed Limits Citywide

RESOLUTION NO. 18-12

and authorize the City Clerk to initiate the Notice of Completion, and carried unanimously.

There was discussion about current building requirements and the need for a higher standard.

Reilly moved, Kang seconded to approve the letter of support for AB 1857 (Nazarian) – Building codes; earthquake safety; immediate occupancy standard – and carried unanimously.

Fasana read by title Council Bill 18-R-10:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2018-2019 WITHIN THE CITYWIDE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT, PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972; AND FIXING A TIME AND PLACE FOR THE PUBLIC HEARING TO HEAR OBJECTIONS THERETO

Craig Hensley presented a staff report about the Council Bill, and stated it sets the Public Hearing for June 12, 2018.

Reilly moved, Finlay seconded to adopt Resolution No. 18-10, and carried unanimously.

Mayor Fasana read by title Council Bill 18-R-11:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING RULES AND REGULATIONS REGARDING THE ERECTION AND MAINTENANCE OF TENTS AND OTHER STRUCTURES IN CITY PARKS

Cesar Monsalve presented a staff report about the Council Bill, and answered questions about permits.

Finlay moved, Paras-Caracci seconded to adopt Resolution No. 18-11, and carried unanimously.

Mayor Fasana read by title Council Bill 18-R-12:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING SPEED LIMITS CITYWIDE

Amanda Hamilton, Public Works Manager, presented a staff report about the Council Bill, and introduced John Leveillee, RKA Engineering, who provided additional information about enforceable speed limits, the speed survey, and compliance with the California Vehicle Code.

There was discussion about safety concerns with higher speeds.

Fasana moved, Finlay seconded to adopt Resolution No. 18-12, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

PARAS-CARACCI: Congratulated Councilmember Finlay for her work with SCAG, attended free library event and ACT-SO NAACP competition, thanked staff for the budget meeting, and stated she will soon be a business owner of an indoor play space.

REILLY: Attended the little library at the park, provided information about Prop 69 on the June ballot, stated the San Gabriel Mountains National Monument Plan has been released to the public, and discussed a number of items from her meeting with residents.

FINLAY: Thanked City Council for the flowers and the accolades, and stated she will meet with JPIA this weekend to see what other cities are doing about liability and data that is captured on cameras located on public property.

KANG: Stated he likes the Huntington Drive medians and new plants, he is glad for Councilmember Paras-Caracci making that move, inquired about a two-month summer daycare program for youth (Monsalve responded), and stated he and his daughter will be attending the Spring Dance.

FASANA: Stated the City Selection Committee chose new LAFCO representatives and County Oversight Board Members, attended little library and ACT-SO events, he supports Prop 69, discussed SB 1 and cap and trade funds, regarding computer/internet theft outside of dwellings, asked if we can get information to residents about hardening their networks, and stated they are looking at a tram at Dodger Stadium.

GEORGE: Stated Supervisor Barger has asked him to sit on the Local Government Services Commission.

ADJOURNMENT

Finlay moved, Paras-Caracci seconded to adjourn the meeting at 9:37 p.m., in memory of former Governor George Deukmejian and John Robinson, and carried unanimously.

Mayor John Fasana

ATTEST:

City Clerk



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 05/09/2018 - 05/22/2018

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
209976	5/10/2018	5802	CARMAX			20,125.42
	3FA6P0LU7GR32948	2016 Ford Fusion Hybrid		320-3205-8013		20,125.42
209995	5/22/2018	3889	BRIGHTVIEW LANDSCAPE SERVICES INC			14,634.30
	5751039	Hunt Dr Landscape Improvements		100-1405-8100		6,234.30
	5756493	Hearthstone Brush Clearance		240-2425-7887		1,960.00
	5756494	Spinks Cyn Brush Clearance		100-1410-7815		1,960.00
	5756495	Duarte Mesa Brush Clearance		100-1410-7815		4,480.00
210002	5/22/2018	5120	CHARLES ABBOTT ASSOCIATES INC			25,100.60
	58173	Building & Safety Svcs 4/2018		100-1405-7800		25,100.60
210006	5/22/2018	1117	COUNTY OF LOS ANGELES PROBATION DEPARTMENT			20,500.00
	DUA-1718-03	Probation/PIP Contract 1/1/18 - 3/31		100-1205-7783		20,500.00
210024	5/22/2018	5637	LA MOBO BUS SERVICE INC			10,663.06
	7026	Bus 103 PM Service/Inspection		440-4405-7887		347.85
	7027	Bus 104 PM Inspection/Service		440-4405-7887		352.21
	7050	Bus 104 Turbo Actuator/Turbo		440-4405-7887		5,187.12
	7076	Bus 103 Rear Seal/Drag Link Assembl		440-4405-7887		2,613.18
	7077	Bus 102 Alternator/Starter		440-4405-7887		2,112.70
	7078	Van 100 BIT Inspection		100-1605-7650		50.00
210027	5/22/2018	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT			333,841.74
	183237CY	Sheriff's Contract 3/2018		100-1205-7781		318,663.17
	183237CY	Sheriff's Contract 3/2018		290-2905-7781		15,178.57
210029	5/22/2018	3844	MARTINEZ CONCRETE INC			17,805.00
	1831	Vineyard & Royal Oaks X-Walk		220-2205-8100		17,805.00
210042	5/22/2018	0196	RUTAN & TUCKER LLP			53,807.95
	798411	City of Hope Legal 12/2017		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	256.00
	800740	City of Hope Legal 1/2018		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	896.00
	803587	General City Attorney (Retainer) 2/20		100-1015-7680		11,995.72
	803588	Code Enforcement Legal 2/2018		100-1015-7684		292.50
	803589	PEG Fee (Telecommunications) Legal		100-1015-7686		387.00
	803591	NPDES (Enviro/Stormwater Legal 2/2		100-1015-7686		37,292.73
	803594	City of Hope Legal 2/2018		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	2,688.00
210050	5/22/2018	5074	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION			10,109.21
	10121	CEC Payment 12 of 27		100-1805-7764	201023-Annual Prin Pmts-EECBG	7,972.37
	10121	CEC Payment 12 of 27		100-1805-7765	201023-Annual Int Pmt-EECBG	2,136.84
210054	5/22/2018	1521	WEST COAST ARBORISTS INC			5,283.95
	136025	Citywide Tree Removal		240-2410-7909		3,707.95
	136025	Las Lomas Tree Removal		240-2421-7887		1,056.00
	136025	Rancho Verde Tree Removal		240-2427-7887		520.00
Payment Total:						511,871.23

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	440,905.23
220 - GAS TAX FUN	17,805.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	7,243.95
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,178.57
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	20,125.42
440 - PROPOSITION A TRANSIT FUND	10,613.06
Grand Total:	511,871.23

Account Summary

Account Number	Account Name	Payment Amount
100-1015-7680	City Attorney Legal	11,995.72
100-1015-7684	Code Enforcement Legal	292.50
100-1015-7686	Other Legal Services	41,519.73
100-1205-7781	Contract Law Enforceme	318,663.17
100-1205-7783	GAPP Program	20,500.00
100-1405-7800	Building Department Ser	25,100.60
100-1405-8100	Other Capital Improvem	6,234.30
100-1410-7815	Brush Clearance	6,440.00
100-1605-7650	Vehicle Maintenance	50.00
100-1805-7764	CA CEC Annual Principal	7,972.37
100-1805-7765	CA CEC Annual Interest	2,136.84
220-2205-8100	Other Capital Improvem	17,805.00
240-2410-7909	Tree Trim-Residential	3,707.95
240-2421-7887	Repairs & Replacements	1,056.00
240-2425-7887	Repairs & Replacements	1,960.00
240-2427-7887	Repairs & Replacements	520.00
290-2905-7781	Contract Law Enforceme	15,178.57
320-3205-8013	Vehicles (Capital)	20,125.42
440-4405-7887	Repairs & Replacements	10,613.06
Grand Total:		511,871.23

Project Account Summary

Project Account Key	Payment Amount
None	497,922.02
201023-Annual Int Pmt-EECBG	2,136.84
201023-Annual Prin Pmts-EECBG	7,972.37
201406-Legal Fees-City of Hope EIR Reimb	3,840.00
Grand Total:	511,871.23



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1010-7614	SMART & FINAL	Student City Hall Tour	74		6.34
100-1010-7965	TRIEPI SMITH & ASSOCIATES	Survey Results Brochure	209987		122.50
100-1010-7980	SMART & FINAL	Closed Session Supplies	74		136.95
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 2/2018	210042		11,995.72
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 2/2018	210042		292.50
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 12/2017	210042	201406-Legal Fees-City of Hope EIR Reim	256.00
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 1/2018	210042	201406-Legal Fees-City of Hope EIR Reim	896.00
100-1015-7686	RUTAN & TUCKER LLP	PEG Fee (Telecommunications) Legal 2/2018	210042		387.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES (Enviro/Stormwater Legal 2/2018	210042		37,292.73
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 2/2018	210042	201406-Legal Fees-City of Hope EIR Reim	2,688.00
100-1020-7711	U.S. BANK	Annual Appreciation Raffle Prizes (Amazon)	77		130.00
100-1020-7711	U.S. BANK	Annual Appreciation Raffle Prizes (In-N-Out)	77		30.00
100-1020-7711	U.S. BANK	Annual Appreciation Decorations (OTC Brands)	77		199.60
100-1020-7715	DOLPHIN RENTS INC	2018 LARA Green Awards	210012	201711-Green Homes/LARA	1,119.27
100-1020-7715	TRIEPI SMITH & ASSOCIATES	2018 LARA Green Awards	209987	201711-Green Homes/LARA	300.00
100-1020-7715	RAVEN FIERRO	2018 LARA Green Awards	209981	201711-Green Homes/LARA	450.00
100-1020-7715	BOTANICA FLORIST	2018 LARA Green Awards	209977	201711-Green Homes/LARA	536.55
100-1020-7715	HOME DEPOT CREDIT SERVICES	LARA Awards	210021	201711-Green Homes/LARA	1,098.41
100-1020-7716	SMART & FINAL	Homeless Meeting/Earth Day Supplies	74		282.26
100-1020-7726	U.S. BANK	Adobe Creative Cloud (1yr) 10 Licenses	77		34.99
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	210049		186.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	210049		17.38
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 35 Tire	209993		160.55
100-1205-7655	T-MOBILE	Emergency Asset Tracking 3/21/18 - 4/20/18	209986		13.91
100-1205-7761	DATA TICKET INC	Admin Citation Processing 2/2018	210009		1,035.03
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2018	210009		1,964.92
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2018	210009		653.18
100-1205-7779	U.S. BANK	Youth Vanguard/San Diego Tour Food (Ralphs)	75		98.41
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/4/18 (SJC Mission)	75		140.00
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/4/18 (Toll Roads OC)	75		10.77
100-1205-7779	U.S. BANK	Youth Vanguard/San Diego Tour Lunch (OC Grill)	75		133.61
100-1205-7779	U.S. BANK	Dodger Game Parking (Youth Trip 3/27/18)	75		15.00
100-1205-7779	U.S. BANK	Youth Vanguard/San Diego Tour Lunch (Raising Cane)	75		131.48
100-1205-7779	U.S. BANK	Youth Lunch 4/2/18 (Tropicana Market)	75		99.98
100-1205-7779	U.S. BANK	DART Spring Break Trip 4/3/18 (Starbucks)	75		11.00
100-1205-7779	U.S. BANK	Youth Lunch 4/2/18 (Papa John's Pizza)	75		151.45
100-1205-7780	DUARTE PIZZA COMPANY	Rabies Clinic Letter Mailing Volunteer Food	210013		52.86
100-1205-7780	U.S. BANK	Square Chip Readers	77		69.54
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff's Contract 3/2018	210027		318,663.17
100-1205-7781	HUNTINGTON & DUARTE INC	Sheriff's Dept Fuel 4/30/18	209985		48.67
100-1205-7781	HUNTINGTON & DUARTE INC	Sheriff's Dept Fuel	209985		33.03
100-1205-7783	COUNTY OF LOS ANGELES PROBATION	Probation/PIP Contract 1/1/18 - 3/31/18	210006		20,500.00
100-1205-7980	CURO MANAGED PRINT PRODUCT	Movie & Concerts Flyers/Posters	210007		323.19
100-1205-7980	U.S. BANK	Bereavement Flowers (Smart & Final)	75		16.41
100-1205-7980	R.H.F. INC	Laser Batteries	210037		462.52
100-1405-7612	U.S. BANK	Daily Bulletin Online Subscription	79		9.90
100-1405-7612	U.S. BANK	Lg Data Transfer-Hightail	79		15.99
100-1405-7613	U.S. BANK	Parking Permit Tags (Smartsign)	79		510.30
100-1405-7613	RICOH USA INC	Lg Format Copier Maint 5/31/18 - 7/31/18	210040		51.78
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	210049		55.18
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	210049		230.27
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Svcs 4/2018	210002		25,100.60
100-1405-7802	U.S. BANK	NPDES Outreach Rainbarrels (Hayneedle)	79		397.27

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7802	U.S. BANK	NPDES Outreach Material (Oriental Trading Co)	79		196.24
100-1405-7802	U.S. BANK	Watershed Model-Cmty Ed (Enviroscape)	79		834.78
100-1405-7980	U.S. BANK	Fasttrack Project Mgmt Software (AEC Software)	79		349.95
100-1405-8100	LANDSCAPE WAREHOUSE INC	Hunt Dr Landscape Improvements	210025		18.60
100-1405-8100	LANDSCAPE WAREHOUSE INC	Hunt Dr Landscape Improvements	210025		83.99
100-1405-8100	LANDSCAPE WAREHOUSE INC	Hunt Dr Landscape Improvements	210025		115.97
100-1405-8100	BRIGHTVIEW LANDSCAPE SERVICES	Hunt Dr Landscape Improvements	209995		6,234.30
100-1405-8100	CAL BLEND SOILS INC	Hunt Dr Landscape Improvements	209997		747.34
100-1405-8100	EL NATIVO GROWERS INC	Hunt Dr Landscape Improvements	210016		161.51
100-1410-7610	U.S. BANK	Josh Hernandez Traffic Control Class (MSA)	79		150.00
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	209992		49.60
100-1410-7630	SIMON EQUIPMENT RENTALS	Dump Truck Rental	210046		301.18
100-1410-7650	HOME DEPOT CREDIT SERVICES	Chipper Maintenance	210021		20.70
100-1410-7650	HUNTINGTON & DUARTE INC	Vehicle 2 Fuel 5/3/18	209985		114.78
100-1410-7656	SOUTH COAST AQMD	I C E Emergency Generator Fee	210047		378.28
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Citywide Graffiti Removal 4/2018	210051		392.15
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVICES	Spinks Cyn Brush Clearance	209995		1,960.00
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVICES	Duarte Mesa Brush Clearance	209995		4,480.00
100-1410-7887	McMASTER-CARR SUPPLY CO	US Flag Hardware (Hunt Dr)	210030		302.55
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	210021		13.10
100-1410-7980	U.S. BANK	Replacement Flags (Flagsimporter.com)	79		1,074.63
100-1415-7889	LANDSCAPE WAREHOUSE INC	Sports Field Irrigation Repair	210025		92.30
100-1500	GEORGE DANG	Advance-Nature Camp Trips	210008		400.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	210041		76.92
100-1605-7610	U.S. BANK	(3) Annual Park Summit 4/26/2018	76		75.00
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	210049		57.66
100-1605-7650	LA MOBO BUS SERVICE INC	Van 100 BIT Inspection	210024		50.00
100-1605-7728	DUARTE RECREATION PETTY CASH	AmeriCorps Event Supplies	210014	201809- Duarte's Promise - America's Pro	52.47
100-1605-7728	RELATION INSURANCE	AmeriCorps Insurance 6/2018	210038	201809- Duarte's Promise - America's Pro	281.92
100-1605-7733	DUARTE RECREATION PETTY CASH	Senior Ctr Supplies	210014		109.52
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	74		22.41
100-1605-7733	BOTANICA FLORIST	SC Mother's Day Flowers	209977		52.56
100-1605-7733	BOTANICA FLORIST	SC Mother's Day Luncheon	209977		43.80
100-1605-7733	U.S. BANK	SC Netflix	77		19.74
100-1605-7733	THEODORE SIEGEL	SC 'Mutiny on the Bounty' Presentation	210045		150.00
100-1605-7735	SMART & FINAL	TC Special Event Supplies	74		27.25
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	74		168.02
100-1605-7735	U.S. BANK	TC World of Dance Tickets	76		390.00
100-1605-7735	U.S. BANK	Essay Contest Gift Cards (Target)	76		171.00
100-1605-7735	MAX'S MEXICAN CUISINE	TC Cinco de Mayo Event	209984		220.00
100-1605-7736	KNOTT'S BERRY FARM	Nature Camp Trip 6/21/2018	210023		550.00
100-1605-7736	MELTING POT FOOD TOURS	Nature Camp Trip 6/19/2018	210031		240.00
100-1605-7736	CITY OF FONTANA	Nature Camp Trip	210004		100.00
100-1605-7738	DUARTE RECREATION PETTY CASH	TC World of Dance Parking	210014		40.00
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Summer Class Flyers	210043		534.90
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Summer Activities Flyers	210043		652.26
100-1605-7739	CURO MANAGED PRINT PRODUCTI	Summer Aquatics Flyers	210007		361.35
100-1605-7740	ELITE SCHOOL TRANSIT	Knott's Berry Farm 4/4/18 Transportation	210017		600.00
100-1605-7741	THE SAUCE CREATIVE SERVICES CO	Track & Field Shirts	210043		585.60
100-1605-7741	SMART & FINAL	LAS Closing Day Supplies	74		14.08
100-1605-7741	U.S. BANK	Portable Soccer Goals (Bownet Sports)	76		656.14
100-1605-7745	SHAFFER AWARDS	TC Boxing Program Plaque	210044		65.59
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	210018		663.21
100-1610-7618	SHAFFER AWARDS	Bronze Plaque-Ed & Helen Ferguson	210044		435.81
100-1610-7618	DUARTE RECREATION PETTY CASH	Maintenance Supplies	210014		14.19
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	210021		393.74
100-1610-7618	SOUTHEAST CONSTRUCTION PROD	SC Softball Field Chalk	210048		8.54
100-1610-7618	THE LIFETRENDS GROUP TLTG INC	AED Batteries	210026		326.59
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Lights	210021		30.93
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Electrical Repair	210021		4.85

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1610-7618	MAINTEX INC	Janitorial Supplies	210028		168.21
100-1610-7618	GRAINGER	ROP Restroom Faucet	210019		450.13
100-1610-7618	C.E.S. (Colorado Electric Supply) a	Town Ctr Lighting Ballasts	209996		209.46
100-1610-7618	C.E.S. (Colorado Electric Supply) a	Town Center Lights	209996		252.58
100-1610-7618	C.E.S. (Colorado Electric Supply) a	Courtyard/Eave Lights	209996		557.63
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Staff Uniforms	210003		38.78
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	210003		38.78
100-1610-7652	POST ALARM SYSTEMS	S Yard Alarm Monitoring 6/1/18 - 6/30/18	210036		42.00
100-1610-7652	UNITED SITE SERVICES	Portable Toilet-Sports Pk 4/24/18 - 5/21/18	209988		91.98
100-1610-7652	DUARTE TILE & STONE INC	Teen Ctr BBQ Top	210015		1,650.00
100-1610-7652	U.S. BANK	CC Linen Table Cloth Drycleaning (Natures Cleaner)	76		168.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Contract-Teen Ctr	209991		963.00
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Srvc 5/2018	210010		202.00
100-1610-7652	ARCHITECTURAL DESIGN & SIGNS I	Electronic Sign Board Repair	209994		1,396.00
100-1610-7830	U.S. BANK	AirPods (Apple Store)	77		174.11
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	77		18.52
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Install Hardware	210052		987.33
100-1610-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 6/1/18 - 6/30/18	210052		564.00
100-1610-7830	INTELEPEER CLOUD COMMUNICATI	Telephone Srvc 3/2018	209983		252.40
100-1610-7830	INTELEPEER CLOUD COMMUNICATI	Telephone Srvc 4/2018	209983		269.45
100-1805-7610	U.S. BANK	Artwork for Budget-CSARTS Visual Arts Exhibition	77		5.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	210049		39.72
100-1805-7614	U.S. BANK	Budget Book Supplies (Amazon)	77		72.75
100-1805-7614	U.S. BANK	File Folders (Amazon)	77		19.89
100-1805-7614	U.S. BANK	Envelopes & Pens (Amazon)	77		27.47
100-1805-7614	U.S. BANK	Hanging Folders (Amazon)	77		43.74
100-1805-7614	U.S. BANK	3-Ring Binders (Amazon)	77		32.82
100-1805-7614	OFFICE SOLUTIONS INC	Office Supplies	210034		12.95
100-1805-7653	U.S. BANK	Square Chip Readers	77		69.53
100-1805-7764	STATE OF CALIFORNIA ENERGY RES	CEC Payment 12 of 27	210050	201023-Annual Prin Pmts-EECBG	7,972.37
100-1805-7765	STATE OF CALIFORNIA ENERGY RES	CEC Payment 12 of 27	210050	201023-Annual Int Pmt-EECBG	2,136.84
100-1805-7965	DISABILITY ACCESS CONSULTANTS L	ADA Assessment at Encanto Park	210011		1,176.00
100-1805-7980	U.S. BANK	Microsoft 365 3/27/18 - 4/26/18	77		12.00
100-1810-7610	U.S. BANK	Michelle Brown NeoGov Conf Airfare 10/2018	77		205.96
100-1810-7610	U.S. BANK	Michelle Brown NeoGov Conf Reg 10/2018	77		525.00
100-1810-7610	U.S. BANK	Michelle Brown NeoGov Hotel (1-Night) The Mirage	77		153.06
100-1810-7611	ROGER A CATHEY	2018 Tyler Connect Training Hotel/Air/Meals	209978		2,171.74
100-1810-7614	U.S. BANK	Envelopes & Pens (Amazon)	77		6.55
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 4/2018	209998		352.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 4/2018	210005		260.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud (1yr) 10 Licenses	77		314.91
100-1815-7632	U.S. BANK	Credit-Adobe Creative Cloud	77		-273.27
100-1815-7632	CDW GOVERNMENT LLC	Parallels Desktop-Mac Business Edition-1yr	210001		1,838.00
100-1815-7632	CDW GOVERNMENT LLC	Parallels Desktop-Mac Enterprise Edition	210001		470.75
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 6/2018	210052		553.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	Firewall Programming	210052		560.00
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	209999		225.02
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	210049		197.07
100-1825-7614	HOLIDAY SIGNS LLC	Holiday Signs	210020		23.30
100-1825-7626	FEDEX	Document Delivery	209980		39.41
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	209979		218.00
100-2023	DAVID RENDON	City Kitty Bereavement Gift	210039		75.00
100-2120	VIACOMM INC	Film Deposit Refund 4/26/18	209990		500.00
100-2123	U.S. BANK	Special Event Ins 1/2018-3/2018 (Alliant Ins)	77		821.00
100-2124	GEN PIATOS	Gazebo Rent Deposit Refund	210035		50.00
100-4204	RICARDO VEGA	Refund-Dog License (County Address)	209989		6.25
100-4402	IRMA NUNEZ	CC Rent Cancellation	210033		100.00
100-5005	U.S. BANK	FC Goggles for Resale (Swim Outlet)	76		236.83
Fund 100 - GENERAL FUND Total:					486,081.19

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2205-8100	MARTINEZ CONCRETE INC	Vineyard & Royal Oaks X-Walk	210029		17,805.00
220-2220-7980	AMANDA HAMILTON	City iPhone Phone Cover	209982		29.71
Fund 220 - GAS TAX FUN Total:					17,834.71

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Monument Light Repair	210021		68.81
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Removal	210054		3,707.95
240-2421-7887	WEST COAST ARBORISTS INC	Las Lomas Tree Removal	210054		1,056.00
240-2425-7887	BRIGHTVIEW LANDSCAPE SERVICES	Hearthstone Brush Clearance	209995		1,960.00
240-2427-7887	WEST COAST ARBORISTS INC	Rancho Verde Tree Removal	210054		520.00
240-2434-7887	HOME DEPOT CREDIT SERVICES	BV Villas Drain Repair	210021		166.92
240-2434-7887	HOME DEPOT CREDIT SERVICES	BV Villas Drain Repair	210021		4.65
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					7,484.33

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff's Contract 3/2018	210027		15,178.57
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,178.57

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	CARMAX	2016 Ford Fusion Hybrid	209976		20,125.42
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					20,125.42

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7614	STAPLES ADVANTAGE	Printer Ink-Transit	210049		36.12
440-4405-7620	CANYON TIRE SALES INC	Bus 103 Tires	210000		2,511.07
440-4405-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physicals 4/2018	210022		150.00
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 102 Towing	210032		225.00
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 PM Service/Inspection	210024		347.85
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 PM Inspection/Service	210024		352.21
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Turbo Actuator/Turbo	210024		5,187.12
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Rear Seal/Drag Link Assembly	210024		2,613.18
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Alternator/Starter	210024		2,112.70
Fund 440 - PROPOSITION A TRANSIT FUND Total:					13,535.25

Council Warrant Register by Account

Payment Dates: 05/09/2018 - 05/22/2018

Account Number Vendor Name

Description (Item)

Payment No Project Key

Amount

Fund: 520 - TOWN CENTER DEBT SERVICE FUND

520-5205-8314 US BANK

2013 COP Trustee Fees 4/1/18 - 3/31/19

210053

1,650.00

Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:

1,650.00

Grand Total:

561,889.47

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	486,081.19
220 - GAS TAX FUN	17,834.71
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	7,484.33
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,178.57
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	20,125.42
440 - PROPOSITION A TRANSIT FUND	13,535.25
520 - TOWN CENTER DEBT SERVICE FUND	1,650.00
Grand Total:	561,889.47

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	6.34
100-1010-7965	Professional Services	122.50
100-1010-7980	Other Expenses	136.95
100-1015-7680	City Attorney Legal	11,995.72
100-1015-7684	Code Enforcement Legal	292.50
100-1015-7686	Other Legal Services	41,519.73
100-1020-7711	Employee Recognition C	359.60
100-1020-7715	Green Home Awards	3,504.23
100-1020-7716	Special Community Even	282.26
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	203.38
100-1205-7650	Vehicle Maintenance	160.55
100-1205-7655	Emergency Services	13.91
100-1205-7761	Parking Ticket Collect	3,653.13
100-1205-7779	Youth Programs	791.70
100-1205-7780	Animal Control	122.40
100-1205-7781	Contract Law Enforceme	318,744.87
100-1205-7783	GAPP Program	20,500.00
100-1205-7980	Other Expenses	802.12
100-1405-7612	Publications and Dues	25.89
100-1405-7613	Duplications And Photos	562.08
100-1405-7614	Office Supplies	285.45
100-1405-7800	Building Department Ser	25,100.60
100-1405-7802	NPDES Requirements	1,428.29
100-1405-7980	Other Expenses	349.95
100-1405-8100	Other Capital Improvem	7,361.71
100-1410-7610	Travel, Mtgs & Conf	150.00
100-1410-7621	Other Supplies	49.60
100-1410-7630	Equipment Rentals	301.18
100-1410-7650	Vehicle Maintenance	135.48
100-1410-7656	Emergency Generator	378.28
100-1410-7814	Graffiti Removal	392.15
100-1410-7815	Brush Clearance	6,440.00
100-1410-7887	Repairs & Replacements	302.55
100-1410-7980	Other Expenses	1,087.73
100-1415-7889	Repairs-Sports Park	92.30
100-1500	Advances	400.00
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	75.00
100-1605-7614	Office Supplies	57.66
100-1605-7650	Vehicle Maintenance	50.00
100-1605-7728	Americorp's VIP Progra	334.39
100-1605-7733	Senior Center	398.03
100-1605-7735	Teen Center	976.27
100-1605-7736	Recreation Classes	890.00
100-1605-7738	Teen Excursions	40.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7739	Publicity	1,548.51
100-1605-7740	Youth Excursions	600.00
100-1605-7741	Sports/Playground Progr	1,255.82
100-1605-7745	Boxing Program	65.59
100-1610-7617	Pool Chemicals	663.21
100-1610-7618	Building Supplies	2,852.66
100-1610-7636	Uniforms	77.56
100-1610-7652	Building Maint Services	4,512.98
100-1610-7830	Telephones	2,265.81
100-1805-7610	Travel, Mtgs & Conf	5.00
100-1805-7614	Office Supplies	249.34
100-1805-7653	Bank Charges	69.53
100-1805-7764	CA CEC Annual Principal	7,972.37
100-1805-7765	CA CEC Annual Interest	2,136.84
100-1805-7965	Professional Services	1,176.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	884.02
100-1810-7611	Training	2,171.74
100-1810-7614	Office Supplies	6.55
100-1810-7660	Other Services	612.00
100-1815-7632	Software Maintenance	2,350.39
100-1815-7821	Personal Computer Supp	553.00
100-1815-7980	Other Expenses	560.00
100-1825-7613	Duplications And Photos	422.09
100-1825-7614	Office Supplies	23.30
100-1825-7626	Postage	39.41
100-1825-7674	Retiree Health Insurance	218.00
100-2023	EE City Kitty Contributio	75.00
100-2120	Refundable Deposits	500.00
100-2123	Special Event Insurance (	821.00
100-2124	Gazebo Refundable Dep	50.00
100-4204	Animal Licenses	6.25
100-4402	Community Center Rent	100.00
100-5005	Taxable Sales	236.83
220-2205-8100	Other Capital Improvem	17,805.00
220-2220-7980	Other Expenses	29.71
240-2405-7888	Repairs-Citywide	68.81
240-2410-7909	Tree Trim-Residential	3,707.95
240-2421-7887	Repairs & Replacements	1,056.00
240-2425-7887	Repairs & Replacements	1,960.00
240-2427-7887	Repairs & Replacements	520.00
240-2434-7887	Repairs & Replacements	171.57
290-2905-7781	Contract Law Enforceme	15,178.57
320-3205-8013	Vehicles (Capital)	20,125.42
440-4405-7614	Office Supplies	36.12
440-4405-7620	Tires	2,511.07
440-4405-7673	Physical Exams	150.00
440-4405-7887	Repairs & Replacements	10,838.06
520-5205-8314	Trustee Services	1,650.00
Grand Total:		561,889.47

Project Account Summary

Project Account Key	Payment Amount
None	544,101.64
201023-Annual Int Pmt-EECBG	2,136.84
201023-Annual Prin Pmts-EECBG	7,972.37
201406-Legal Fees-City of Hope EIR Reimb	3,840.00
201711-Green Homes/LARA	3,504.23

Project Account Summary

Project Account Key

201809- Duarte's Promise - America's Promise Exp

Grand Total:

Payment Amount

334.39

561,889.47

MEMORANDUM

TO: Darrell J. George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: May 15, 2018

SUBJECT: GANN APPROPRIATION LIMIT

Background

On November 6, 1979, California voters approved the Gann Spending Limitation Initiative (Proposition 4) establishing Article XIII B of the State Constitution. Article XIII B sets limits on the amount of tax revenues that the State and most local governments can appropriate within a given fiscal year. Its basic provisions are as follows:

- Each year, State and local governments must adopt resolutions establishing appropriation limits. FY 1978-79 appropriations served as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and service responsibility transfers.
- Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations, and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and for the cost of compliance with court and federal government mandates.
- All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.
- Voters may approve an increase in the appropriations limit. For the increase to remain in effect, however, it must be re-approved by voters at four-year intervals.

On June 5, 1990, California voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111), which made various amendments to Article XIII B of the State Constitution. The major changes, which became effective July 1, 1990, are as follows:

- The change in the cost of living is now defined to be either the change in California per capita personal income or the change in assessed valuation due to the addition of non-residential new construction. Previously, the change in the cost of living was defined as the lesser of the change in the U.S. Consumer Price Index or the change in California per capita personal income.
- The change in population is now defined to be either the change in the City's population or the change in the population of Los Angeles County as a whole. Previously, the change in population was defined to be the change in the City's population.

- "Qualified capital outlay projects" have been added to the items exempted from the appropriations limit. Qualified capital outlay projects must have a useful life of ten or more years, and a cost, which equals or exceeds \$100,000.
- Tax revenues received in excess of the appropriations limit must be refunded to taxpayers only if the limit is exceeded over a two-year period.
- The annual calculation of the appropriations limit must be reviewed as part of the City's annual financial audit.

Computation

The information used to calculate the City's FY 2018-19 appropriations limit is presented in Attachment 1. The City's appropriations limit for FY 2017-18 was \$31,867,302. The change allowed by Proposition 111, due to population change and the increase in the cost of living, is 1.04198717%. This results in a FY 2018-19 appropriations limit of \$33,205,319.83.

As indicated above, Proposition 111 provides several options for calculating changes in the appropriations limit. With respect to the change in population, the County's calculation used the greater of the percentage increase in either the City or the County population. Therefore, the increase in County population was used since it was greater (.51% vs. .06%). With respect to the cost of living, the change in California per capita personal income was used.

Recommendation

It is recommended that the City Council adopt Resolution 18-13 establishing the City of Duarte's Appropriations Limit for the fiscal year 2018-19.

Resolution 18-13

Attachment 1

**CITY OF DUARTE
COMPUTATION OF APPROPRIATIONS LIMIT**

FY 2017-18 Appropriations Limit	\$31,867,302
Change in per capita personal income	1.0367
Change in County population (Change in City population = .06%)	1.0051%
Cumulative compound change (1.0367 x 1.0051)	1.04198717
FY 2018-19 Appropriations Limit	\$33,205,319.83

Source: State of California, Department of Finance, Price and Population Information, May 2018

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO THE PROVISIONS
OF ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, the voters approved the Gann Spending Limitation Initiative (Proposition 4) on November 6, 1979, adding Article XIII B to the Constitution of the State of California to establish and define annual appropriations limits on state and local government entities; and

WHEREAS, SB 1352 provides for the implementation of Article XIII B by defining various terms used in the article and prescribing procedures to be used in implementing specific provisions of the article, including the establishment by resolution each year by the governing body of each local jurisdiction of its appropriations limit; and

WHEREAS, the voters approved the Traffic Congestion Relief and Spending Limitation Act (Proposition 111) on June 5, 1990, amending Article XIII B of the Constitution of the State of California; and

WHEREAS, SB 88 provides for the implementation of Proposition 111 by defining various terms used in the article and prescribing procedures to be used in implementing the amendments to the article; and

WHEREAS, the required computations to determine the appropriations limit for FY 2018-19 have been performed by the Administrative Services Department and are on file with the Office of the City Clerk, and are available for public review; and

WHEREAS, these computations are provided in Attachment 1, which is herein incorporated by reference and attached hereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE DOES RESOLVE
AS FOLLOWS:**

SECTION 1: The Appropriations Limit for the City of Duarte for fiscal year 2018-19 is \$33,205,319.83.

SECTION 2: The adjustment factors for the City's Appropriations Limit are: a) the change in County population; and b) the change in California per capita personal income.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2018.

Mayor John Fasana

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

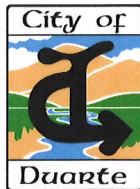
I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-13 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 22nd day of May, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

To: Mayor and City Council

From: Amanda Hamilton, Public Works Manager

Date: May 22, 2018

Subject: Notice of Completion – City of Duarte Wayfinding Project

RECOMMENDED ACTION

Staff recommends that the City Council accept the City of Duarte Wayfinding Project and authorize the City Clerk to initiate the Notice of Completion for the project.

BACKGROUND

On July 11, 2017, the Duarte City Council awarded a contract to TFN Architectural Signage, Inc. for the City of Duarte Wayfinding Project. The project consists of three gateway monument signs, eight pole mounted entry signs, and twelve median street identification signs. The locations of the signs are predominantly located along Huntington Drive and Duarte Road. The pole mounted entry signs are located at various locations at the City entrances.

The signs were designed by Hunt Design to reflect the individual character of the City. The sign frontage on the gateway monument signs includes a subtle pattern that was inspired by historic Spanish style ironwork. The blue, gold and cream color scheme is consistent throughout all the new signs. A collaboration of effort from the designer, contractor, and City staff was made to ensure that the design concepts were not lost in the manufacturing phase. Constant communication was made to ensure the colors and lighting components would complete the image we were striving to achieve.

The gateway monument signs and median street identification signs are equipped with energy efficient LED ground lighting. The gateway monument signs also include the Duarte logo lit with smaller LED lights that produce a halo effect. The median street identification signs include reflective sheeting for to comply with the Manual of Uniform Traffic Control Devices (MUTCD) and are more visible for drivers than the preexisting monuments.

After the signs were installed city crews started to plant the medians on Huntington Drive. During this process, it was discovered that there were eight to ten inches of asphalt underneath the soil. A private contractor was called out for the removal allowing

staff to begin the planting phase. The Huntington Drive medians have been landscaped with colorful drought tolerant plants. This is the City's first step to upgrade the medians with water efficient landscape.

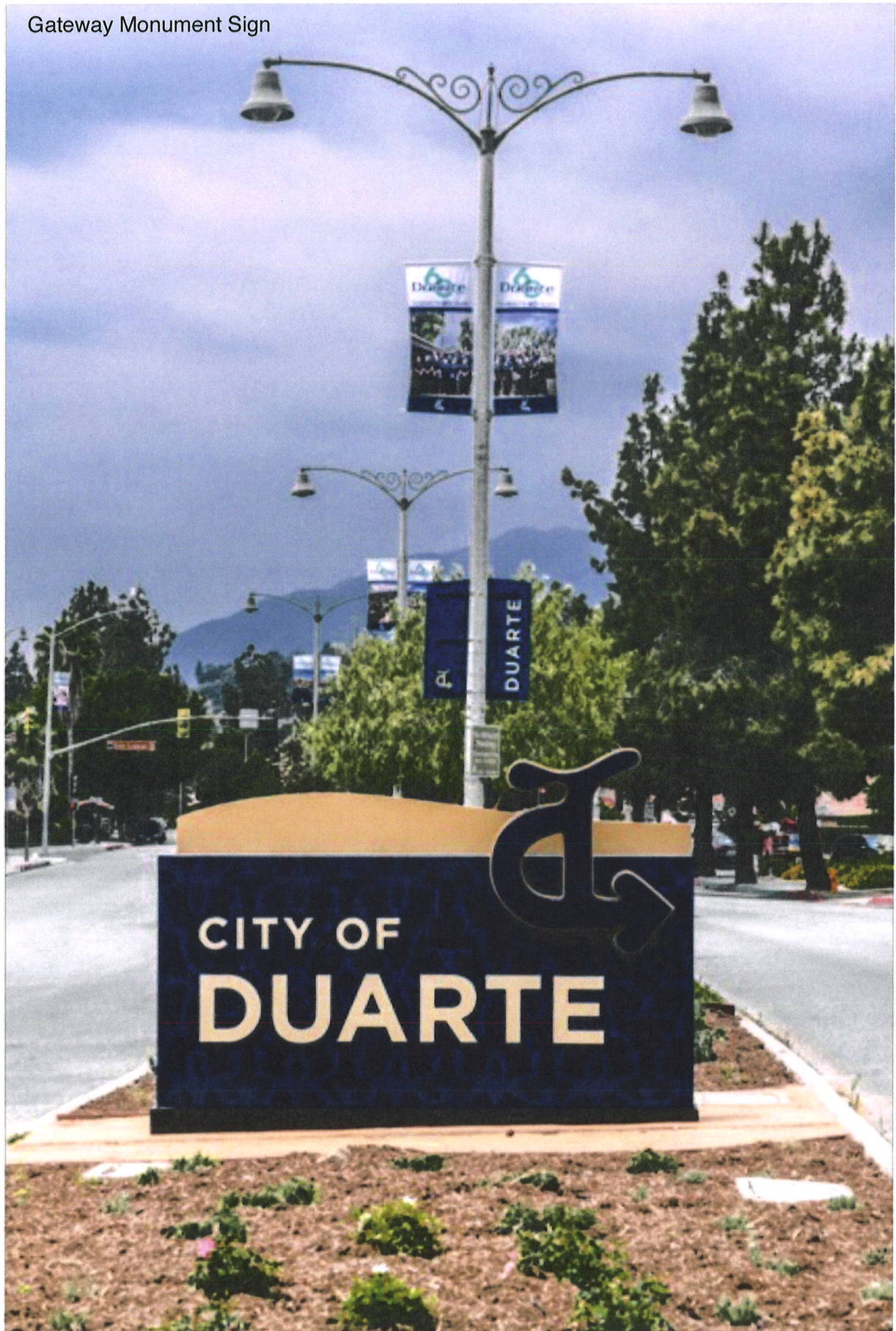
ANALYSIS

TFN Architectural Signage, Inc. has completed the City of Duarte Wayfinding Project. There was one change order in the amount of \$2,117.54 for the relocation of signs and installation of a new footing. The final construction cost, including one approved change order, is \$222,238.74.

Attachment: City of Duarte Wayfinding Project - Completed Pictures

Attachment A : City of Duarte Wayfinding Project - Completed Pictures

Gateway Monument Sign



Attachment A : City of Duarte Wayfinding Project - Completed Pictures

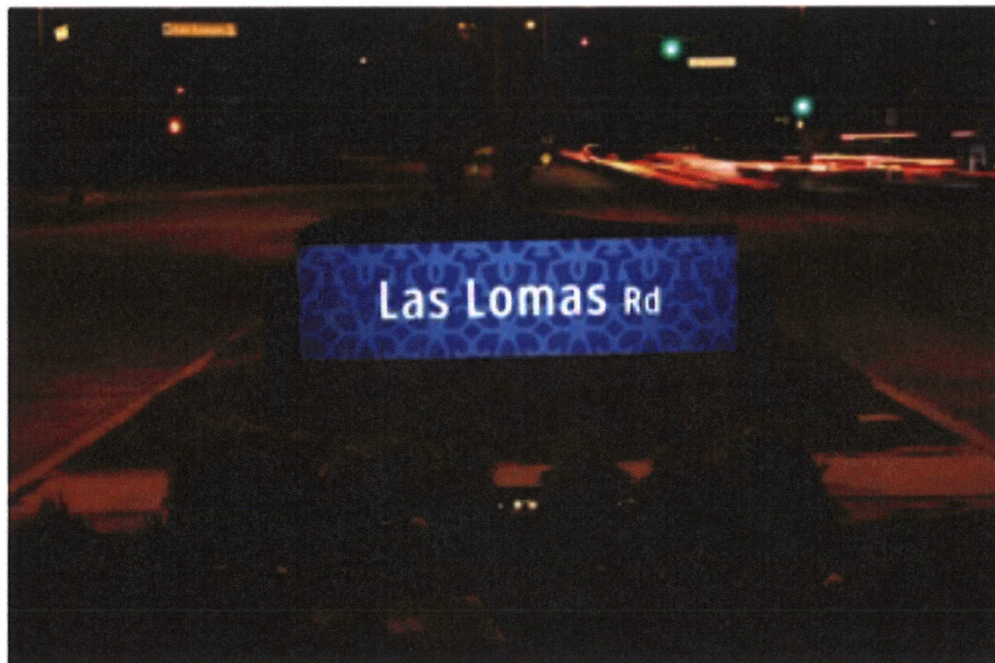
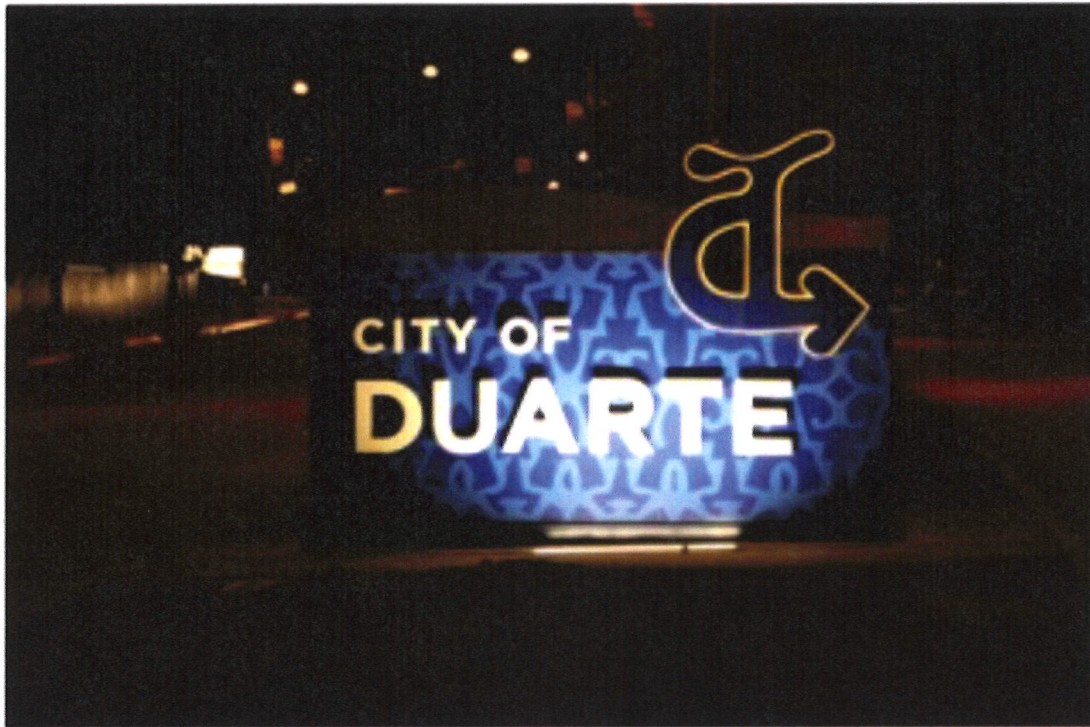
Entry Signs

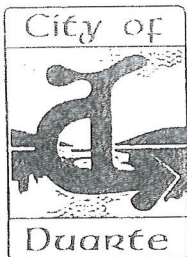


Median Street ID Signs



Attachment A : City of Duarte Wayfinding Project - Completed Pictures





MEMORANDUM

TO: CITY COUNCIL
FROM: COMMISSIONER Elisabeth Dugan
SUBJECT: NOTICE OF ABSENCE FROM Parks & Recreation Commission COMMISSION MEETING
DATE: May 14, 2018

REASON FOR ABSENCE

 ACCIDENT VACATION
 X SICKNESS OTHER *
 DEATH IN FAMILY

DATE OF MEETING ABSENCE May 14, 2018

* EXPLANATION OF ABSENCE Ill.

Elisabeth Dugan
Signature

* * * * *

Absence noted by City Council

Date



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, DIRECTOR OF PARKS AND RECREATION

SUBJECT: DUARTE UNIFIED SCHOOL DISTRICT AND CITY OF DUARTE
PROPOSED JOINT USE LEASE AGREEMENT

DATE: 5/22/18

Discussion:

The original Duarte Unified School District (DUSD) and City of Duarte Joint Use Lease Agreement was signed in 1981 during a time when Duarte High School sports fields and facilities were in poor condition and the district did not have the financial means to renovate them. Opposite from DUSD's situation at that time, the City was in a good position financially to fund projects and wanted to provide additional open space, facilities, and amenities for the residents to enjoy. The City also recognized the critical relationship with DUSD and the importance of having attractive school and community amenities to the overall quality of life. The City also wanted to improve public perception for a growing city and make it attractive to new residents and businesses.

During that time period, adult softball was extremely popular nationwide and the City wanted to provide fields for this form of recreation. Upon signing the agreement, the City spent \$1,000,000 in improvements to the Duarte High School (DHS) sports complex; that is equivalent to over \$3 million in 2018 dollars. These improvements included adding new sports facilities for both the high school and the City to use including tennis courts, four new lighted ballfields including the varsity baseball field, scorer's box buildings, perimeter fencing throughout the complex, a snack bar building, parking lots, retaining walls, new irrigation, sewage and electrical systems throughout the complex, and sod (Not seeding) was laid out throughout the complex. The agreement allowed the City to use the leased facilities on weekends and to also use them when DUSD's uses ended on weekdays. The City became responsible for all field and facility maintenance and water costs, field lighting costs and all repairs, in exchange for the availability of the properties for community use. Over the years there have been many amendments to the original agreement including the addition of Glenn Miller Park next to Valley View School, Beardslee Park, Andres Duarte Satellite Park, Otis Gordon Sports Park, Duarte Skatepark and additional amendments including the most recent amendment in 2010 to add a new restroom building to the Andres Duarte Satellite Park site.

Since 1981 the various amendments and subsequent facility improvements have been both positive and popular additions to the Duarte community. The City has also benefitted by raising revenue from renting sports fields for sports teams to practice and play which has helped to partially offset some of the costs to operate and maintain the fields and facilities. DUSD reaped the benefits of the original improvements and students and coaches have enjoyed the use of the facilities and lighted ball fields ever since. During the school year (and summer for some sports), for the last 37 years, DHS P.E., soccer, football, tennis, baseball, and softball has been collectively impacting the wear and tear to the facilities that the City is currently obligated to maintain. Most of the other leased fields and parks throughout the City are in very good condition and several generations of Duarte residents have enjoyed using the sports fields and playgrounds. However, the original 1981 upgrades to the DHS complex have aged greatly and DUSD recently expressed a willingness to renegotiate the Joint Use Lease Agreement with the goal to position themselves to upgrade the venues available to student athletes. Their future construction plans include a complete renovation of the DHS Gymnasium, new tennis courts, and new Varsity Baseball and Varsity Softball ballfields.

Concurrent with DUSD's plans, many of the City related uses have changed over the last 37 years, primarily with a major decline in adult softball league play. Most uses today are related to soccer practices and soccer leagues at park locations other than DHS. Adult Softball league play and popular Senior Softball play is now relegated only to Otis Gordon Park and no adult softball play or practices at DHS, and this follows a wholesale decline in adult softball play nation-wide. At DHS, the Duarte Youth Athletic Club Pony Softball/Baseball league practices and plays from February through June and their year-round travel ball teams use the DHS fields. Also at DHS, the Duarte Hawks football league practices and plays from late July through the end of November and both groups share the use of the snack bar building. The tennis courts at DHS are actively used by the community in addition to the school tennis teams and the City's fee and charge tennis class program is currently based at DHS. Additionally, Futsal leagues and free Futsal play have become popular for adults and children at the DHS/Duarte Park Futsal Courts and Wednesday evening volleyball play is also popular.

New Agreement:

With these factors in mind, there is a desire to establish more equity in the responsibilities for the maintenance of the fields based on current usage, as well as a desire to develop a modern agreement to replace the outdated language and format of the original agreement. The new agreement will include listings of all the amended improvements, schedule of uses and responsibilities for both parties and it will stand with today's modern joint use agreement formats, including legal liability and indemnification language. Both parties have now agreed to move forward with a new agreement and after an extended period of negotiations, including several pauses due to a change in administrative leadership at DUSD and a pause during the extensive construction period district-wide, we believe we will now have a fair and equitable agreement.

The new agreement is for three years and this is primarily due to DUSD's efforts to apply and hopefully be awarded grant money that will allow them to move forward with their improvement plans in approximately three years. At that time, with the agreement already established, both parties will come together again to negotiate the details for DUSD's renovation plans. The following is a listing of the primary changes included in the new agreement:

- The agreement term is for three years with the ability to extend the term if needed.
- Both parties will meet annually to confer regarding the lease and any issues or plans will be discussed.
- If grant money they have applied for is awarded, DUSD will agree to plan and construct new tennis courts on the DHS P.E. blacktop area that will be made available for community use. The old courts will not be demolished until the new courts are completed and available for use.
- If grant money is awarded, DUSD will renovate the DHS Gym and will expand it on to the site of the current tennis courts.
- DUSD has a plan to increase the student population at Valley View school campus in the future by adding 8th grade modules and they are interested in the potential of repurposing Glenn Miller Park to be used as a new campus parking lot. The City is not agreeing to this as part of the Lease Agreement but is open to discuss the idea under the condition that some of the adjacent land just north and west of the park would be made available for the relocation of the park and if additional land is made available for a potential dog park and if the parking lot is made available for community use during non-DUSD use days and times.
- Indemnity and insurance language has been updated.
- DUSD will take over responsibility for the irrigation watering costs and turf maintenance including mowing and dirt infield maintenance for the entire upper sports field area that includes the Varsity baseball and Varsity softball fields, identified in the agreement as Site No. 6.
- The City will continue to be able to rent Site No. 6 fields but only for baseball and softball related uses.
- DUSD will be solely responsible for any upgrades related to meeting Title IX requirements or upgrades that are exclusive to DUSD uses only.
- The City and DUSD will now share responsibility for all perimeter fences and gates at all leased sites.
- DUSD will make the new Beardslee Academy parking lot available for community use during non-DUSD related days and times including afternoons and weekends as well as the blacktop basketball courts. The City agrees to lock gates that provide court access at dusk every evening.
- The City and DUSD will now share responsibility of the DHS tennis courts and this July both parties will jointly work to resurface the badly damaged courts with DUSD paying for 2/3rds of the cost.
- The City will continue all other previous responsibilities for leased properties.

Recommendation:

Staff believes that this agreement greatly improves upon the original agreement and provides greater equity between both parties for their expected responsibilities based on usage rates. The agreement is a reflection of current uses and provides an avenue for future improvements by both parties. The City's ultimate goal is to provide quality facilities for the Duarte community that meets their demands in a fiscally responsible manner and staff believes that this agreement accomplishes that goal. Staff recommends that by motion the Duarte City Council approve this agreement and authorize the City Manager to sign it.

Attachment:

Duarte Unified School District and City of Duarte Lease Agreement for joint use of district leased properties.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of June 15, 2018 ("Effective Date") by and between the Duarte Unified School District ("District"), a public school district organized and existing pursuant to California law, and the City of Duarte ("City"), a California municipal corporation. The District and the City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District is the owner of that certain real properties situated in the City of Duarte, County of Los Angeles, State of California, as are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (each a "Leased Property" and, if more than one or all, the "Leased Properties"); and

WHEREAS, for approximately the last 37 years, the District has leased various properties to the City for purposes of developing and operating satellite community parks, which may include some or all of the Leased Properties; and

WHEREAS, the City previously constructed satellite community park improvements on the Leased Properties ("Park Improvements") as are more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, subject to all of the terms and conditions set forth in this Lease, the District desires to continue to lease the Leased Properties to the City, and the City desires to continue to lease the Leased Properties from the District; and

WHEREAS, each of the Parties has determined that, because of the benefits to it specifically and to the public generally, no rent shall be payable by the City in connection with its lease of the Leased Properties; and

NOW, THEREFORE, and in consideration of their respective rights and obligations pursuant to this Lease, consideration that the Parties hereby acknowledge is sufficient, the Parties agree as follows:

AGREEMENT

1. RECITALS INCORPORATED. The above Recitals are incorporated herein by this reference, but only for purposes of interpreting the intent of the Parties in entering into this Lease.
2. LEASE FROM DISTRICT TO CITY. Subject to all other provisions of this Lease, the District hereby leases the Leased Properties to the City, and the City hereby leases the Leased Properties from the District.
3. LEASE TERM. The term of this Lease ("Term") shall commence on the Effective Date and, unless this Lease is terminated earlier, shall expire on the date that is three years following the Effective Date. The Parties may agree to extend the Term or renew this Lease, but only by means of a written instrument that has been duly-approved, signed and delivered by both Parties.

4. CITY USE OF LEASED PROPERTIES.

(a) City Purposes. During the Term of this Lease, City shall have use of the Leased Properties, together with all improvements thereon, for general public recreational uses consistent with a City Community Park, subject to periods of exclusive use by the District, the joint use coordination provisions, in otherwise accordance with the Schedule of Uses set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Such use shall be for the development, construction, maintenance, repair, replacement, use and enjoyment of Park Improvements in accordance with the Schedule of Uses set forth in Exhibit C hereto and the Scope of Work set forth in Exhibit "D" attached hereto and incorporated herein by this reference. Unless City obtains prior written approval from the District, the City shall not use the Leased Properties for any purposes or at any times other than as expressly set forth in Exhibits C and D hereto.

(b) Coordination Meetings. Each Party shall select an appropriate representative for purposes of this Lease, and such representatives shall meet annually during the Term to confer regarding this Lease and operations of or at the satellite community parks. Unless the foregoing persons agree to alternate dates and locations for the annual meetings, such meetings: (i) shall occur during the second week of June of each year; and (ii) shall be held at the District's primary administrative offices. Such annual meetings shall be a forum for: (i) discussing issues relating to the uses by the Parties of the Leased Properties; (ii) coordinating the various uses of the Leased Properties; (iii) discussing possible revisions to the Lease and/or any of its exhibits, including, without limitation, adjustment of responsibility for payment of operations costs; and (iv) any other topics of relevance to this Lease and the use of the Leased Properties. The foregoing is not intended to preclude contacts between the Parties at any other times for purposes of discussing this Lease or the operations of or at the satellite community parks. All decision-making authority shall remain with the respective governing bodies of the Parties, except to the extent that decision-making authority is duly and expressly delegated.

(c) Compliance With Applicable Laws. In connection with the City's use of the Leased Properties pursuant to this Lease, the City shall comply with any and all applicable federal, State of California or local laws, regulations, ordinances, or other governmental requirements, whether now in effect or as may hereafter be amended, promulgated or enacted. To the extent provided in Section 9 herein, the City shall indemnify, defend and hold-harmless the District and others with respect to any and all violations of any such laws or other governmental requirements by the City or any of its officers, employees, contractors, subcontractors, agents or other representatives. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Subsection (b) shall survive termination of this Lease.

5. RESPONSIBILITY FOR MAINTENANCE. The present allocations of responsibility between the Parties for maintenance of the Park Improvements, and for payment of associated costs, are set forth in Exhibit D hereto. As described in Exhibit D hereto, the Parties intend to develop alternative requirements and standards for the facilities making up the Park Improvements and for maintaining the Park Improvements ("Park Standards"). If the Parties are able to agree on the alternative Park Standards, they shall amend this Lease to supersede Exhibit D hereto with such Park Standards. If the Parties are unable to agree in writing as to the alternative Park Standards, Exhibit D attached hereto shall remain in effect. Each Party shall be responsible for paying such portions of the costs and expenses of maintaining, repairing and replacing the Park Improvements as specified in Exhibit D hereto, whether as set forth as of the Effective Date or as superseded by alternative Park Standards.

6. FUTURE PROPERTY DEVELOPMENT AND GYMNASIUM IMPROVEMENT AND EXPANSION.

(a) Gymnasium. The District has commenced the planning and design of a completely renovated gymnasium to be constructed at Duarte High School ("New Gymnasium"). In connection with construction of the New Gymnasium, the District, at its cost, will demolish the tennis courts that presently are included in the Park Improvements located within the Leased Property at Duarte High School (Site No. 7), and will construct new tennis courts of the same size, type and quality ("New Tennis Courts") at another location within the Leased Property at Duarte High School. The District anticipates that the New Gymnasium and New Tennis Courts will be located generally as depicted in Exhibit "E" attached hereto and incorporated herein by this reference. Upon commencing construction, the District shall diligently pursue completion of the New Gymnasium and the New Tennis Courts. The District will schedule construction and completion of the new tennis courts prior to the demolition of the existing tennis courts.

(b) Glenn Miller Park. The District and City further agree to discuss future development within the Leased Property at Glenn Miller Park at Valley View Elementary School (Site No. 1). Both parties agree to discuss the potential relocation of the park to District-owned land adjacent and to the north of the existing park site. The District is desirous of adding a parking lot to accommodate future campus expansion needs and the City is open to discuss the potential relocation of Glenn Miller Park and playground to a nearby larger site with additional open space dedicated to the construction of a dog park. Community use of the parking lot during non-District use days and times would be included for discussion.

7. HAZARDOUS MATERIALS.

(a) Definition. For the purposes of this Lease, "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any federal, State or local governmental authority, including, without limitation, any material or substance that is regulated, defined or listed as: (i) a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any law, rule, regulation, ordinance or court or administrative ruling, notice, order or decision; (ii) a petroleum or a petroleum derivative; (iii) a flammable explosive; (iv) a radioactive material; (v) a polychlorinated biphenyl; or (vi) asbestos, an asbestos derivative or an asbestos containing material.

(b) Use in Accordance with Law. The City shall not possess, store or use, or permit the possession, storage or use of, any Hazardous Materials on or at any of the Leased Properties in a manner that violates any applicable federal, State of California or local law, regulation, ordinance, or other governmental requirement. A violation by the City of the foregoing prohibition shall constitute a material breach of this Lease by the City. Notwithstanding the foregoing, the presence of gasoline, diesel fuel, and common vehicle lubricants in enclosed tanks of vehicles or equipment shall not be considered to be a violation of the requirements of this Section 7 if such fuels and lubricants: (i) are used in accordance with all applicable laws and regulations; and (ii) are not spilled, discharged or otherwise released on or at any of the Leased Properties.

(c) Notice to District. The City must provide written notice to the District, in each case within five days of becoming aware of: (i) each spill, release or other discharge of any Hazardous Materials on or at any of the Leased Properties that reasonably might endanger any person or property and/or constitutes a violation of applicable law; and (ii) each notice, demand, claim or order received by the City from any governmental entity that relates to Hazardous Materials that may affect any of the Leased Properties.

(d) Indemnification. To the extent provided in Section 9 herein, the City shall indemnify, defend and hold-harmless the District and others with respect to any and all violations of any applicable federal, State of California or local laws, regulations, ordinances, or other governmental requirements relating to the possession, storage, use, release or discharge of Hazardous Materials on or at any of the Leased Properties that results from the acts pursuant to this Lease of the City or any of its officers, employees, contractors, subcontractors, agents or other representatives. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Section 7 shall survive termination of this Lease.

8. INSURANCE.

(a) Required Insurance. Each Party, at its own cost and at all times while this Lease is in effect, shall have in effect such insurance coverage as, in the Party's prudent business judgment, is necessary, appropriate and sufficient to protect that Party (including, without limitation, with respect to potential liabilities to the other Party in connection with this Lease), the Leased Properties, and any personal property owned by that Party that is located on any of the Leased Properties. Such insurance shall include, at a minimum, general liability insurance, property insurance, and workers' compensation insurance. In the event a Party uses passenger vehicles or other motorized vehicles in connection with its activities pursuant to this Lease, the minimum insurance that Party is hereby required to have in effect shall also include vehicle liability insurance. Each Party shall, by endorsement, be named as an additional insured with respect to the liability and property insurance policies of the other Party, which policies shall be written on an "occurrence" basis, not on a "claims made" basis. Each Party hereby waives, on behalf of its insurer(s), any rights the insurer(s) may have to subrogation against the other Party, and each insurance policy shall be endorsed to specify such waiver. Each policy shall provide, without limitation, for severability of interests (separation of insureds). Any deductibles or self-insured retentions applicable to a Party's insurance coverage shall be subject to the reasonable approval of the other Party, which approval shall not be unreasonably withheld, delayed or conditioned. Either Party may obtain and maintain the insurance coverage required herein through a joint-powers insurance cooperative of which the Party is a member, provided that all foregoing conditions are satisfied. In all other cases, each policy required pursuant to this Section 8 must be issued by an insurer licensed to do business in the State of California and having an A.M. Best Company rating of not less than an "A minus" and Financial Size Category of not less than "IX." The Parties shall confer and/or negotiate in good faith in the event a Party seeks review and/or reconsideration of the amount, type or terms and conditions of any insurance coverage maintained by the other Party. Notwithstanding anything to the contrary, the failure of a Party to maintain in effect the insurance coverage required pursuant to this Section 8 shall be deemed and construed to be a material breach of such Party's obligations pursuant to this Lease.

(b) City Insurance Minimum Coverage. Notwithstanding Subsection (a) of this Section 8, the City shall have in effect: (i) comprehensive general liability insurance providing coverage in an amount not less than \$1,000,000 per occurrence and, if an aggregate limit applies, then not less than \$4,000,000 aggregate shall apply specifically to this Lease; (ii) property insurance providing coverage in an amount not less than the full replacement value of the Park Improvements; and (iii) workers' compensation insurance (Part 1) providing coverage in such amounts as may from time to time be required by State law.

(c) Certificates of Insurance. Within twenty days after the Effective Date, each Party shall provide to the other Party copies of certificate(s) evidencing that the providing Party has in effect the insurance policies required pursuant to this Section 8 (each a "Certificate of Insurance"). Each Certificate of Insurance issued on behalf of a Party shall: (i) specify the additional-insured and other endorsements required pursuant to this Section 8; and (ii) require that the insurer provide written notice to the other Party not later than thirty days prior to cancellation, termination, reduction in

coverage or expiration without renewal of such insurance policies, or not less than ten days prior to cancellation for non-payment of premium. Language to the effect that the insurer shall “endeavor” to provide such notice shall not be acceptable. Not less than thirty days prior to the expiration of any insurance policy that a Party is required to have in effect pursuant to this Section 8, that Party shall provide to the other Party a copy of the Certificate of Insurance for the renewal of the policy.

(d) Responsibility for Claims and Liabilities. Neither the existence or amount of insurance coverage required or otherwise in effect pursuant to this Section 8, nor the receipt of proceeds of any such insurance, shall be deemed or construed to constitute a limitation of any type whatsoever on the liability of a Party in connection with this Lease.

(e) Survival. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties’ respective rights and obligations set forth in this Section 8 shall survive termination of this Lease. The purpose of the foregoing is to ensure that, in applicable circumstances, a Party is entitled to insurance coverage as provided in this Section 8 regardless of whether the Lease has been terminated.

9. INDEMNIFICATION AND DEFENSE.

(a) Claims Arising From Sole Acts. Each Party (as “Indemnitor”) shall indemnify, defend and hold-harmless the other Party, the other Party’s governing body and each member thereof, and the other Party’s officers, employees and duly-authorized agents (individually and collectively, the “Indemnatee”), and each of them, with respect to any and all losses, damages, costs, expenses (including, without limitation, attorneys’ fees), and other liabilities of any nature whatsoever (each a “Liability”) that arise solely from any act or omission, negligent act or omission, or willful misconduct in connection with this Lease by the Indemnitor or any of its officers, employees, contractors, subcontractors, agents and/or other representatives. With respect to any and all claims, demands, actions and/or other proceedings within the scope of this Subsection (a) (each a “Claim”), the Indemnitor shall defend the Indemnitees using qualified and experienced legal counsel that is reasonably acceptable to the other Party, but selected and retained by the Indemnitor at its sole cost and expense. In its sole discretion and at its own cost and expense, an Indemnatee may participate in the defense of a Claim asserted against the Indemnatee utilizing legal counsel of its choice; however, such participation shall not relieve the Indemnitor of any obligation pursuant to this Section 9. A Party entitled to indemnification and defense pursuant to this Section 9 shall: (i) promptly notify the other Party of each Liability and Claim within the scope of this Section 9 for which the other Party may be liable; and (ii) to the extent reasonable, cooperate with the other Party’s defense of such Claims.

(b) Claims Arising from Joint Acts. Except as provided in Subsection (c) of this Section 9, each Party shall provide its own defense with respect to: (i) any Claim arising out of the joint acts or omissions, negligent acts or omissions, or willful misconduct of the Parties in connection with this Lease; or (ii) any other situations in which both Parties may, to some extent, be responsible or are alleged to be responsible for any particular Liability. In such cases, each Party shall retain its own legal counsel and bear its own defense costs, subject to recovery of such costs as permitted by this Lease.

(c) Joint Defense of Claims. Notwithstanding the provisions of Subsection (b) of this Section 9, the Parties may, in writing, agree to a joint defense of any Claim that is within the scope of such Subsection (b). In such event, the Parties shall agree on legal counsel to defend such Claim. Except as provided in Subsection (d) of this Section 9, the Parties shall equally bear the cost of any such joint defense and any amount paid by the Parties (i) in settlement of the Claim or (ii) as a result of any final and binding court decision (or, if the Parties, each in its sole discretion, agree to arbitration, a final and binding arbitration decision) relating to the Claim. Except as provided in Subsection (d) of this

Section 9, the Parties shall equally share in any amount awarded to or received by the Parties (i) in settlement of the Claim or (ii) as a result of any final and binding court or arbitration decision relating to the Claim. Neither Party may bind the other Party to any settlement of any Claim without the express written consent of the other Party.

(d) Comparative Fault. Either Party may request that any settlement, court judgment, or arbitration decision associated with a Liability or Claim allocate or determine the comparative fault of the Parties, if any. Notwithstanding anything in this Section 9 to the contrary, in the event any final and binding settlement, court judgment, or arbitration decision allocates or determines the comparative fault of the Parties, a Party shall be entitled to reimbursement from the other Party, in amounts consistent with such comparative fault, of the damages, losses, and other costs incurred by the entitled Party in connection with the associated Liability or Claim, including, without limitation, any costs paid in the form of a deductible or self-insured retention.

(e) Statutory Liability. In the event a final judgment issued by a court of competent jurisdiction, or a final decision resulting from binding arbitration, determines that this Lease is an agreement within the scope of Government Code Section 895 *et seq.* and, in connection therewith, imposes liability on a Party solely by virtue of Government Code Section 895.2, that Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments arising from such liability, in full, from the other Party. In the event Government Code Sections 895 and/or 895.2 are altered or repealed, the requirements of this Subsection (e) shall apply with respect to any similar, successor or superseding law that imposes liability on a Party consistent with provisions of Government Code Section 895.2 as are in effect on the Effective Date.

(f) Arbitration Not Required. Nothing in this Lease shall be deemed or construed to require that the Parties resolve disputes through binding arbitration, but the Parties, each in its sole discretion, may, in writing, agree to binding arbitration in connection with any particular Liability or Claim.

(g) Survival. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations pursuant to this Section 9 shall survive termination of this Lease.

10. DEFAULT AND DISPUTE RESOLUTION.

(a) Default. A Party shall be in default of its obligations pursuant to this Lease if: (i) the Party fails to perform any material obligation required by this Lease as and when required or due; or (ii) the Party makes a general assignment for the benefit of creditors, a voluntary or involuntary petition for bankruptcy, dissolution or reorganization of the Party is filed pursuant to federal bankruptcy law, a court of competent jurisdiction appoints a trustee or receiver to manage or otherwise control all or a majority of the Party's assets, a court of competent jurisdiction makes all or a majority of the Party's assets subject to attachment, execution or other judicial seizure, or a court of competent jurisdiction determines that the Party has become insolvent or otherwise unable to pay its debts when due.

(b) Notice and Opportunity to Cure. If a Party ("Alleging Party") determines that the other Party ("Defaulting Party") is in default of any of its obligations pursuant to this Lease, the Alleging Party may give written notice of default to the Defaulting Party ("Notice of Default"). Each Notice of Default shall include a reasonably detailed explanation as to how, if at all, the default may be cured. A Defaulting Party shall have thirty days from receipt of a Notice of Default to cure the default specified in the notice. In addition to the requirements of Subsection (c) of this Section 10, the giving of a Notice of Default and the expiration of the period for cure of the default specified in this Section shall

be a condition precedent to the Alleging Party exercising any available remedy in response to the default.

(c) Informal Dispute Resolution. If a dispute arises out of or relates to this Lease (each a "Dispute"), including, without limitation, any Dispute relating to an alleged default or the interpretation of this Lease, the Parties shall make good-faith and reasonable efforts to resolve the Dispute through direct discussions. If the Dispute does not relate to a default by a Party or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of seven calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence the discussions required by this Subsection (c). If, after diligently making such efforts to resolve a Dispute for at least thirty calendar days, the Parties cannot resolve the Dispute, either Party may give written notice to the other Party that the efforts to informally resolve the Dispute have been unavailing and, therefore, have been terminated effective upon receipt of the notice. The attempts at resolving a Dispute required by this Subsection (c) shall be a condition precedent to a Party exercising any available remedy in response to the Dispute, except in the event the other Party unreasonably refused or failed to undertake the good-faith reasonable efforts required by this Subsection (c).

(d) Remedies Not Limited. Following any default that is not cured within the time required pursuant to Subsection (b) of this Section 10, and following compliance with the Dispute resolution requirements set forth in Subsection (c) of this Section 10, the Alleging Party shall have the right to exercise any and all remedies available pursuant to this Lease and applicable laws, regulations and other governmental requirements, including, without limitation, the right to terminate this Lease pursuant to Section 11 herein. The remedies available to an Alleging Party are not exclusive, and the Alleging Party may exercise any remedy individually or in combination with any other available remedy. Nothing in this Lease shall be deemed or construed to prohibit a Defaulting Party from disputing that a default has occurred or that the Defaulting Party is responsible for the default.

(e) Force Majeure. Notwithstanding the foregoing provisions of this Section 10, a Party ("Non-Performing Party") shall not be liable for any delay in the performance of its obligations pursuant to this Lease, nor shall any delay become a default for purposes of this Lease, to the extent such delay is attributable to a cause that is beyond the reasonable control of the Non-Performing Party and did not arise in whole or in part from any act unreasonable act, negligence or willful misconduct of the Non-Performing Party or any act or omission by the Non-Performing Party that is contrary to the requirements of this Lease (each a "Force Majeure Event"). However, a Non-Performing Party shall be excused for the delay in performance of its obligations due to a Force Majeure Event if, and only if: (i) promptly upon discovering that the Force Majeure Event has occurred, the Non-Performing Party gives notice to the other Party that describes the particulars of such event in reasonable detail; (ii) the suspension of the Non-Performing Party's performance is of no greater scope and of no longer duration than is reasonably required to accommodate the Force Majeure Event; (iii) the Non-Performing Party proceeds with reasonable diligence to remedy the delay in its performance and provides progress reports to the other Party, on a reasonable periodic basis, describing actions taken to mitigate the effects of such event; and (iv) when the Non-Performing Party is able to resume performance of its obligations under this Lease, it shall give written notice thereof to the other Party. Except as provided in this Section 10, the occurrence of a Force Majeure Event shall not be deemed or construed to relieve a Party of its obligations pursuant to this Lease.

11. TERMINATION.

(a) Termination Due to Expiration of Term. This Lease shall terminate upon expiration of the Term, unless the Parties agree, as provided in Section 3 herein, to extend (or further extend) the Term or to renew (or further renew) this Lease.

(b) Termination Due to Failure to Cure Default. Subject to compliance with Subsections (b) and (c) of Section 10 herein, an Alleging Party may terminate this Lease, with respect to any or all of the Leased Properties, by giving written notice to the Defaulting Party, if the Defaulting Party failed to cure any default within the time permitted by Subsection (b) of Section 10 herein. In such event, the termination shall be effective on the date that is thirty days following receipt by the Defaulting Party of the Alleging Party's notice of termination.

(c) City Termination for Convenience. The City, in its sole discretion, may terminate this Lease, with respect to any or all of the Leased Properties, and without need for cause, by giving written notice of termination to the District. In such event, the termination shall be effective on the date that is sixty days following receipt by the District of the City's notice of termination.

(d) District Termination for Convenience. At any time on or after the date that is 15 years following the Effective Date of the most current agreement, the District, in its sole discretion, may terminate this Lease, with respect to any or all of the Leased Properties, and without need for cause, by giving written notice of termination to the City. In such event, the termination shall be effective on the date that is sixty days following receipt by the City of the District's notice of termination.

(e) District Termination Due to Closure of School. At any time on or after the date that is five years following the Effective Date, the District may terminate this Lease, with respect to any particular one of the Leased Properties, by giving written notice of termination to the City, if the District, in its sole discretion, determines to close the school associated with that one of the Leased Properties, either permanently or for a period of at least one school or calendar year. In such event, the termination shall be effective on the date that is ninety days following receipt by the City of the District's notice of termination.

(f) Effect of Termination. Upon termination of this Lease, regardless of the reason for termination, and except as provided in Sections 7, 8, 9 and 12 of this Lease, any and all rights and obligations of the Parties pursuant to this Lease shall cease, and the City shall have no rights whatsoever to use any portions of the Leased Properties.

12. END OF LEASE. Upon termination of this Lease, regardless of the reason for termination, the City shall surrender all of the Leased Properties to the District, which Leased Properties must be in good order, condition and repair, excepting reasonable wear and tear. Upon termination of this Lease, any and all Park Improvements shall be deemed and construed to be the property of the District, and any and all equipment and other personal property located on any of the Leased Properties that is owned or otherwise was provided by the City in connection with its development or maintenance of the Park Improvements shall remain the property of the City. In the event this Lease terminates due to expiration of the Term without extension of the Term or renewal of the Lease, the City shall remove all of its equipment and other personal property from the Leased Properties prior to expiration of the Term. In the event this Lease terminates for any other reason, the City shall remove all of its equipment and other personal property from the Leased Properties within sixty days following the effective date of the termination, or if such equipment or personal property cannot reasonably be removed within such sixty-day period, then with all reasonable dispatch under the circumstances. and such obligation shall survive termination of this Lease. In no event shall the District be responsible or liable, either before or after termination of this Lease, for the theft of, or damage to, any personal property that the City keeps or uses on any of the Leased Properties.

13. GIVING OF NOTICE

(a) General Requirements. Any and all notices required or permitted to be given pursuant to this Lease (each a "Notice") must be in writing and must be given or served in accordance with this Section 13. The requirements of this Section 13 shall not be deemed or construed to apply to: (i) communications between the representatives of the Parties for purposes of day-to-day, regular or routine administration of this Lease; or (ii) service of process in accordance with any applicable law or court rule.

(b) Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with signature of recipient and recipient's name legibly written on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); or (iii) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Lease.

(c) Persons to Whom Notices Must be Sent. Notices sent to a Party must be addressed and delivered to the Party's address and representative as specified below in this Subsection (c). A copy of any Notice sent to a Party must also be sent to that Party's legal counsel. A Party or legal counsel may change its address and contact information for purposes of this Lease by giving notice in accordance with this Section 13. Notices should, as applicable, be addressed as follows:

To the City:

City of Duarte
Attention: City Manager
1600 Huntington Drive
Duarte, CA 91010-2592

To City Legal Counsel:

Rutan & Tucker, LLP
Attention:
David B. Cosgrove, Esq.
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626

To the District:

Duarte Unified School District
Attention: Chief Facilities Officer
1620 Huntington Drive
Duarte, CA 91010

To District Legal Counsel:

Atkinson, Andelson, Loya, Ruud & Romo
Attention: Brian W. Smith
4920 Campus Drive
Newport Beach, CA 92660

(d) Effective Service. A Notice shall be deemed to have been given or served only upon actual receipt by the addressee. If any Notice is delivered after 4:30 p.m. on any weekday, or is delivered on a weekend (Saturday or Sunday) or on any federal or State of California holiday (or, in the case of any Notice to the District, on any District furlough day mandated by the District or the State of California), the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. For purposes of this Lease, the term "business day" means any weekday (Monday through Friday) that is not a federal or State of California holiday, or a District furlough day mandated by the District or the State of California.

14. GENERAL PROVISIONS.

(a) Entire Agreement. This Lease constitutes the entire understanding and agreement between the Parties pertaining to the lease of the Leased Properties to the City, and all prior

and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, oral or written, are hereby superseded and replaced.

(b) Amendments. This agreement may be modified or amended, in each case, only by means of a written instrument that has been duly-approved, signed and delivered by both Parties.

(c) Governing Law and Venue. This Lease and all Disputes and other matters arising from this Lease shall be governed by and interpreted in accordance with California law. Any and all mediations, arbitrations, actions and other proceedings arising from this Lease must be initiated in, and unless a court of competent jurisdiction determines that a change in venue is necessary to ensure fundamental fairness, must be conducted in, the County of Los Angeles, California.

(d) Severability. To the extent a court of competent jurisdiction determines that a provision of this Lease is invalid, void, or illegal, that determination shall not affect, impair or invalidate any other provision of this Lease, and such other provisions shall remain in full force and effect and shall be interpreted, to the extent possible, to affect the intent of the Parties in agreeing to the invalid, void or illegal provision.

(e) Assignment. Neither Party may assign this Lease (in whole or in part) or any of the Party's rights pursuant to this Lease, or delegate any of its duties or obligations pursuant to this Lease, without the express written consent of the other Party given in advance of the assignment or delegation. A Party, in its sole discretion, may deny, delay or condition its consent to any such assignment by the other Party. Notwithstanding the foregoing, the City's consent is not required for any assignment or delegation by the District in connection with a transfer of territory or other reorganization of the District pursuant to Education Code Sections 35500 *et seq.* or 35700 *et seq.* Any purported assignment or delegation contrary to the requirements of this Subsection (c) shall be null and void *ab initio*. Subject to the foregoing, this Lease shall be binding on the Parties' respective duly-authorized successors and assigns.

(f) Attorneys' Fees. In connection with any action or other proceeding involving the Parties that arises from this Lease, each Party shall be responsible for and pay its own attorneys' fees, expert witness fees, court costs, and other expenses and costs in connection with the action or other proceeding.

(g) Cooperation. Each Party, upon request of the other Party and to the extent reasonable and consistent with the provisions of this Lease, shall cooperate with the other Party by executing such documents and/or taking such actions as are necessary for the Parties to achieve the purposes of this Lease.

(h) Waiver. A waiver by a Party of any provision of this Lease shall be binding only if the waiver is set forth in writing and has been duly-approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Lease shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Lease, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Lease.

(i) Headings and Captions. The headings and captions set forth in this Lease are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Section, Subsection or other provision herein.

(j) Fair and Reasonable Interpretations. Prior to execution and delivery of this Lease, each Party: (i) has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Lease and the meaning of the provisions herein; and (ii) has participated in the negotiation of the terms set forth in this Lease. Therefore, the provisions of this Lease shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Lease or any particular provision herein.

(k) Not a Joint Venture. The relationship of the Parties with respect to this Lease is that of independent contracting parties, and nothing in this Lease shall be deemed or construed to create any partnership, joint venture or similar relationship between the District and the City.

(l) Title to Real Property. Except for the leasehold interest hereby conveyed, nothing in this Lease shall be deemed or construed to constitute or result in a conveyance or transfer to the City of any title to or interest in the Leased Properties.

(m) Taxes. Both Parties are tax-exempt governmental entities, and the Parties do not anticipate that any taxes, assessments or other charges will be levied or assessed on or in connection with the Leased Properties, or in connection with the City's use of the Leased Properties, as a result of this Lease. However, to the extent levied or assessed in connection with the existence of this Lease, the City shall be responsible for and shall pay any and all such charges, including, without limitation, all real-property taxes, assessments, excises, levies, fees and other charges (whether general or special, ordinary or extraordinary, or foreseen or unforeseen). The City's obligations pursuant to this Subsection (h) extend to any possessory-interest tax levied or assessed as a result of a governmental entity determining that this Lease results in any private party having use of tax-exempt public property.

(n) Liens. The City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature (each a "Lien") on or with respect to any of the Leased Properties, the real property of which any of the Leased Properties is a part, or any interest therein. If the City breaches its obligations under this Section, it shall (i) immediately notify the District in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to the District, and (iii) defend and indemnify the District against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. If the City fails to cause any such Lien to be discharged and released of record within twenty days of when the Lien was filed, the District shall have the right to do so, by payment, bonding (including without limitation obtaining and recording a lien release bond pursuant to California Civil Code Section 3143) or otherwise, and the City shall be responsible for reimbursing the District for all costs and expenses that it incurs in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses. The failure by the District to post or record any notices of non-responsibility shall not in any manner diminish or negate the City's obligations pursuant to this Section. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Subsection (i) shall survive termination of this Lease.

(o) No Third-Party Beneficiaries. Aside from any general benefit to the public, the Parties have entered into this Lease solely for their own purposes and benefit. This Lease is not for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

(p) No Personal Liability. No member of the City Council of the City or other officer, employee or agent of the City, and no member of the Board of Education of the District or other officer, employee or agent of the District, shall be personally liable to any other party in the event of any default or breach by a Party of its obligations pursuant to this Lease, except to the extent of such person's liability pursuant to the Government Claims Act (Government Code Section 810 *et seq.*).

(q) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Lease bearing original signatures of both Parties.

(The remainder of this page intentionally left blank.)

(r) Due Authority. Each person signing this Lease on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease, as evidenced by the signatures of their duly authorized representatives below.

City of Duarte

By: _____
Darrell George, City Manager

Attest:

By: _____
Marla Akana, City Clerk

Approved as to form:

By: Rutan & Tucker, LLP, Attorneys for
the City of Duarte

By: _____
David B. Cosgrove, Legal Counsel

Duarte Unified School District

By: _____
Jim Bauler, Assistant Superintendent,
Business Services

Approved as to form:

By: Atkinson, Andelson, Loya, Ruud & Romo,
Attorneys for the Duarte Unified
School District

By: _____
Brian W. Smith, Legal Counsel

EXHIBIT "A"

DESCRIPTION OF LEASED PROPERTIES

LEASED PROPERTIES	
SITE NO. 1	<u>Valley View Elementary School</u> : Current Glenn Miller Park site north of the developed school site including sand play area and equipment.
SITE NO. 2	<u>Beardslee Academy</u> : Current Beardslee Park site south and east of developed school site including blacktop area and parking lot bordering Buena Vista Street, a large grass field and sand play area and play equipment.
SITE NO. 3	<u>Andres Duarte Academy</u> : Current Andres Duarte Satellite Park site south westerly portion of Andres Duarte Elementary School.
SITE NO. 4	<u>California School of the Arts SGV (CS Arts)</u> : Current Northview Park site easterly portion of CS Arts including a large grass field area and jogging path. Excluding gymnasium and turf areas north and south of the gymnasium.
SITE NO. 5	<u>Mount Olive (M.I.T.) High School and Andres Duarte Academy</u> : Current Otis Gordon Sports Park site southerly portion of M.I.T. including 2 ball fields and large grass fields.
SITE NO. 6	<u>Duarte High School</u> : Current Duarte Sports Park North Fields, north westerly of Duarte High School including 2 ball fields and large grass field.
SITE NO. 7	<u>Duarte High School</u> : Current Duarte Sports Park South Fields, south westerly of Duarte High School including 2 ball fields, large grass field, snack bar building, a skateboard park, tennis courts, 2 parking lots, and a Futsal Courts site.

EXHIBIT "B"

DESCRIPTION OF EXISTING CITY PARK IMPROVEMENTS ON LEASED PROPERTIES

EXISTING PARK IMPROVEMENTS	
SITE NO. 1	<u>Glenn Miller Park at Valley View Elementary School</u> • Sand play area, playground equipment • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ' s • Concrete steps, pads, paths and misc. infrastructure
SITE NO. 2	<u>Beardslee Park at Beardslee Academy</u> • Sand play area, playground equipment • Restroom building • Large grass field • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Concrete steps, pads, paths and misc. infrastructure • Perimeter fencing • Monument sign
SITE NO. 3	<u>Andres Duarte Satellite Park at Andres Duarte Academy</u> • Concrete steps, pads, paths and misc. infrastructure • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Sand play area, playground equipment • Restroom building • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 4	<u>Northview Park at CS Arts</u> • Large grass field • 2 large backstops • 2 small backstops • Decomposed granite perimeter path and misc. infrastructure • Full irrigation system including piping, heads and electrical systems • Perimeter fencing • Monument sign

EXISTING PARK IMPROVEMENTS	
SITE NO. 5	<u>Otis Gordon Park (Field A & B) at M.I.T. and Andres Duarte Academy</u> • 2 Large grass fields • 2 reinforced block scorer's box buildings • 2 softball fields, backstops and dugouts • Field lighting for 2 separate ball fields including switch gear, poles, fixtures and bulbs • 4 sets of medium size bleachers • Concrete steps, pads, walkways • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 6	<u>Duarte Sports Park North Fields at Duarte High School</u> • Large grass field • 2 reinforced block scorer's box buildings • 1 softball field, backstop and dugouts • 1 baseball field, backstop and dugouts • Field lighting for 2 separate ball fields including switch gear, poles, fixtures and bulbs • Concrete steps, pads, walkways and misc. infrastructure • 4 sets of medium size bleachers • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Outfield protective netting • Perimeter fencing

EXISTING PARK IMPROVEMENTS

SITE NO. 7

Duarte Sports Park South Fields at Duarte High School

- Large grass field
- 2 reinforced block scorer's box buildings
- 1 softball field, backstop and dugouts
- 1 baseball field, backstop and dugouts
- Field lighting for 2 ball fields including switch gear, poles, fixtures and bulbs
- Concrete steps, pads, walkways and misc. infrastructure
- Snack bar building including 2 small restrooms
- 6 sets of medium size bleachers
- 1 skateboard park
- 1 Futsal courts park (Former hockey rink)
- Full irrigation system including piping, heads and electrical systems
- Misc. concrete trash receptacles
- Perimeter fencing
- Tennis court lighting, nets and screens
- Parking lot located along Central Ave. west of skateboard park
- Parking lot located between site no. 6 and 7 along Bloomdale Ave.

EXHIBIT "C"

SCHEDULE OF USES

SCHEDULE OF USES FOR LEASED PROPERTIES	
SITE NO. 1	<u>Glenn Miller Park at Valley View Elementary School.</u> City community park with no scheduled shared uses.
SITE NOS. 2, 3, 4 & 5	<u>Beardslee Park, Andres Duarte Satellite Park, Northview Park, Otis Gordon Park at Beardslee Academy, Andres Duarte Academy, CS Arts, M.I.T. and Andres Duarte Academy.</u> 1. These Sites (<i>i.e.</i>, Site Nos. 2-5) shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 3:00 p.m. b) Other days and times including Summer School as mutually determined by the School Principals or their designees and the City Director of Parks and Recreation or his/her designee. The City shall develop and maintain a Master Field Use Calendar. c) The District shall allow the Duarte Senior Center Softball Team(s) to practice and play on Site No. 5 Field A based on field availability. The City Director of Parks and Recreation or his/her designee shall provide a written request on the appropriate District facility use form to the M.I.T. and Andres Duarte Academy Principals or their designee. D) The District shall allow community and City-related use of the Beardslee Academy parking lot on Buena Vista St. after all regular school uses have ended and during district designated no-school days and holidays. e) The District shall allow community and City-related use of Beardslee Academy black top basketball courts after all regular school uses have ended and during district designated no-school days and holidays. All basketball court uses must end at dusk and the City will facilitate the daily closure of access gates at dusk. 2. When it is necessary for the District to schedule additional unanticipated use for team practices or friendly games other than as described in subsections 1 (a) and 1 (b), the School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. The addition of District uses would be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 3. The grounds for these Sites (<i>i.e.</i>, Site Nos. 2-5) shall be available for community use at all other times as a City Community Park. In addition, the District agrees to unlock perimeter fencing gates at Beardslee Academy (<i>i.e.</i>, Site No. 2) and CS Arts (<i>i.e.</i>, Site No. 4) Monday through Friday at 3:00 p.m.

SITE NO. 6, 7	<u>Duarte Sports Park North and South Fields at Duarte High School</u> 1. The Duarte High School grounds (Site No. 6 & 7) shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 5:00 p.m. b) Other days and times including Summer School as mutually determined by the Duarte High School Principal or his/her designee and the City Director of Parks and Recreation or his/her designee. The City shall develop and maintain a Master Field Use Calendar and shall meet with the District to input District uses at the beginning of each new school year and in February and May to update the Master Field Use Calendar. 2. When it is necessary for the District to schedule additional unanticipated use for games other than those described in subsections 1 (a) and 1 (b) above (such as C.I.F. post season playoff games, etc.), and when such additional use will result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar, the Duarte High School Principal or his/her designee shall provide a written request with a minimum of 48 hours notice unless it is mutually determined to be an emergency need, on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. 3. When it is necessary for the District to schedule additional unanticipated use for <u>team practices</u> other than as described in subsections 1 (a) and 1 (b) above, the Duarte High School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designate. The addition of District <u>team practice</u> uses shall be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 4. The Duarte High School grounds (Site No. 6 & 7) shall be available for community use at all other times as a City Community Park. All City scheduling of uses of fields located on Site No. 6 will be limited to non-soccer, rugby and football uses and will be restricted to softball and baseball related activities.
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EXHIBIT "D"

SCOPE OF WORK

The City shall plan, develop, and cause to be constructed and/or maintained community satellite parks on Leased Properties as set forth below.

I. General.

- A. All improvements and the construction of such improvements are subject to all applicable requirements of the Division of State Architect within the California Department of General Services, California Code of Regulations Title 21, and other provisions of law.
- B. All Leased Properties shall be professionally assessed to ensure compliance with the Americans with Disabilities Act ("ADA"). New facilities shall comply with the ADA and its implementing regulations and standards. The Parties shall develop a plan to bring existing facilities into compliance with the ADA and its implementing regulations and standards. [Costs and timeline involved to meet compliance are yet to be determined.]
- C. All improvements of a permanent nature shall be approved by the Board of Education.
- D. The City may construct miscellaneous additional improvements, provided they comply with subsections I(A) through I(B) above, and they do not interfere with school programs.

II. Maintenance of Facilities.

A. Turf Maintenance.

- 1. The City shall maintain irrigation, mowing and fertilizing of all Turf Areas and landscaping located on Site No. 7
- 2. The City shall fertilize and provide weed control to all Turf Areas at all sites excluding Site No. 6 at least two (2) times per year.
- 3. The City shall coordinate with the District to shut down all uses of the Turf Areas located at Site No. 2, Site No. 4, Site No. 5, and Site No. 7) two (2) times per year for a minimum of six (6) weeks for the purpose of overseeding.
- 4. The City shall trim, prune and maintain trees on all sites except Site No. 6 and 7 as deemed necessary by the City.
- 5. The City and District both agree to restrict all vehicular traffic on all Turf Areas to maintenance vehicles only for the sole purpose of repairs, maintenance and renovations. All other vehicles shall be prohibited. If turf is damaged due to approved unrestricted vehicle traffic then the party responsible for scheduling, approving or allowing the use shall bear the burden of the repair cost, as mutually determined by the City and District.

6. The City and District both agree to restrict all uses of Turf Areas when the turf is wet and oversaturated and deemed unplayable. Playability of the turf on Site No. 6 shall be determined by the District and for Site No. 2, 3, 5 & 7 by the City.
7. If turf is damaged due to play or practice after a Turf Area is declared unplayable, then the Party responsible for scheduling, approving or allowing the play or practice shall bear the burden of the repair cost, as mutually determined by the City and District.

III. Facility Maintenance.

- A. The City shall maintain, be responsible for, regularly inspect and, when damaged repair the following facilities:
 1. All ball field scorer's boxes at Site No. 5, 6 and 7.
 2. Addition of ball field infield dirt material at ball fields at Site No. 5 and Site No. 7) as determined by the City.
 3. All outdoor electrical lighting systems including switch gear, light poles, fixtures and lamps at Site No. 5, 6 and 7.
 4. Tennis Court electrical lighting systems, fencing, nets and posts at Site No. 7 as determined by the City.
 5. Futsal Court electrical lighting systems, fencing, nets and posts at Site No. 7.
 6. Skate Park at Site No. 7, including signage, pursuant to compliance of Health and Safety Code 115800.
 7. Outdoor bleachers and benches at Site No. 5.
 8. Playground equipment and related infrastructure at Site No. 1, 2, 3.
 9. Trash enclosure and dumpsters and dumpster trash collection at Site No. 7.
 10. Trash collection at all sites as related to City and community use related activities.
 11. Restrooms buildings at Site No. 2 and 3.
 12. Picnic tables/benches, barbecues at Site Nos. 1, 2 and 3.
 13. Snack Bar building including restrooms at Site No. 7.
 14. Backstop poles and fencing including dugouts at Site No. 5, 6, 7. City will determine if repairs are needed.
 15. Outdoor drinking fountains at Site No. 7, Site No. 5, Site No. 1 and Site No. 2.
 16. Miscellaneous park improvement infrastructure at all sites.

- B. The City and District, upon mutual agreement in regard to need and costs, shall share responsibility for the maintenance, repair or replacement of the following facilities:
1. Perimeter fencing and gates at Site No. 2, 3, 4, 5, 6 and 7.
 2. Court surfacing for six (6) tennis courts at Site No. 7.
 3. All bleachers and benches at Site No. 6, 7.
 4. Annual infield dirt leveling and pitcher's mound maintenance including scarifying infield and base peg resetting, bases and pitching rubbers at Site No. 7 Baseball Field and Softball Field for District uses.
 5. Upper varsity field baseball field outfield protective netting Site No. 6.
- C. The District shall be solely responsible for the following:
1. The District shall maintain irrigation, mowing and fertilizing of all Turf Areas and landscaping located on Site No. 6 and will pay for all water bills related to Site No. 6 water usage.
 2. Any additional construction and improvements to facilities to meet Title IX requirements at all sites.
 3. Provide regular maintenance including repairs and replacement of pitcher's mound, infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Baseball Field at Site No. 6.
 4. Provide regular maintenance including repairs and replacement of infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Softball Field at Site No. 6.
 5. Trash collection from fields, dugouts and receptacles at all sites after any District related regular uses, games and activities.
 6. Any projects or additions that are exclusive to DUSD-only needs and uses.

EXHIBIT "E"

DEPICTION OF ANTICIPATED LOCATION OF NEW GYMNASIUM AND NEW TENNIS COURTS

DUARTE HIGH SCHOOL

Proposed Improvements

