

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: May 5, 2021
SUBJECT: Comments on Agenda Items, Meeting of May 11, 2021

ITEM 8.A. (Special Items). Joanna Gee, Community Library Manager of the Duarte Library, will provide the City Council with a presentation on the Library's current operations, services, and programs.

ITEM 8.B. (Special Items). Staff is recommending that the City Council adopt a Proclamation declaring May 2021 as "Older Americans Month." In addition to adopting the Proclamation, the City Council will have an opportunity to recognize Reyna Diaz, who has been chosen as the Duarte Senior Center's 2021 "Volunteer of the Year."

ITEM 11.F. (Consent Calendar). Staff is recommending that the City Council accept the Parking Lot Improvement Project at Royal Oaks Park and authorize the filing of the Notice of Completion. The final cost of the project was \$155,783.45, which included change orders totaling \$ 9,875.80.

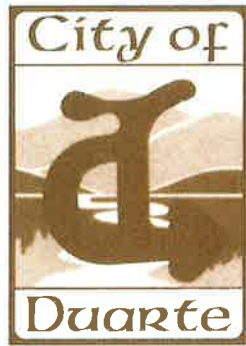
ITEM 11.G. (Consent Calendar). Staff is recommending that the City Council adopt a Resolution 21-06, authorizing the Mayor to execute an agreement for the City to join the Fire Districts Association of California (FDAC) Employment Benefits Authority. The FDAC Employment Benefits Authority is a Joint Powers Authority (JPA) which provides its members with access to certain health and welfare benefits. By joining the FDAC Employment Benefits Authority, the City will be able to access group rates for certain benefits, potentially resulting in savings for City employees.

ITEM 11.H. (Consent Calendar). Staff is recommending that the City Council approve sending a letter to Assemblymember Jesse Gabriel in support of AB 1053. In current form, AB 1053, which applies only to the City Selection Committee (CSC) of the County of Los Angeles, would reduce the quorum requirement to one-third of all member cities within the County for a meeting that was postponed to a subsequent time and place because a quorum was not present, as long as the agenda is limited to items that appeared on the immediately preceding agenda where a quorum was not established. The bill would also authorize the County of Los Angeles CSC's meetings to be conducted by teleconference and electronic means.

ITEM 11.I. (Consent Calendar). Staff is recommending that the City Council approve sending a letter to ranking members of the California State Senate and Assembly in support of including in the final state budget the Senate Budget Committee's recommendation to provide \$1 billion in dedicated funding to address unpaid customer bills for water, wastewater, and electric utility charges. This proposal was brought to the City's attention by California American Water Company, the water utility which serves Duarte.

Respectfully submitted,

Dr. Daniel Jordan
City Manager



Proclamation

Older Americans Month 2021

A PROCLAMATION

Whereas, the City of Duarte includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

Whereas, the City of Duarte benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

Whereas, the City of Duarte recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and difficulty; and

Whereas, the City of Duarte can foster communities of strength by:

- creating opportunities to share stories and learn from each other;
- engaging older adults through education, recreation, and service; and
- encouraging people of all ages to celebrate connections and resilience.

Now, therefore, the City of Duarte does hereby proclaim May 2021 to be Older Americans Month. We urge every resident to recognize older adults and the people who support them as essential contributors to the strength of our community.

Dated this 11th day of May 2021

Bryan Urias, Mayor

ATTEST:

Annamarie Porter, Interim City Clerk





COMMUNITY DEVELOPMENT STATUS REPORT May 2021

PROJECT/PROGRAM	STATUS
<u>IN PROCESS</u>	
New Traffic Signals	CalTrans has started signal installation at the 210 Freeway and Central Avenue the first part of March. City of Hope Signal Work - Duarte Road at Hope Drive – in process - Duarte Road at Circle Drive – completed - Duarte Road at Village Rd. – planned for 2021 Buena Vista St. at Village Rd. – in process
Slow Streets Program	In the first round of sign installation 63 signs have been installed. Signs will be added to second side to increase visibility. Weekly installs continuing.
Annual Sidewalk Repair	Recently completed.
Duarte Road Pedestrian Improvements	Sidewalk and pedestrian lights on south side of Duarte Road between Cinco Robles and Circle Road. Out for bid.
<u>DEVELOPMENT</u>	
New Hope Village	New 150 room hotel. Permits were issued in early June. Winter 2021-22 completion expected.
Esperanza at Duarte Station 1700 Business Center Dr.	MBK is building a 344 unit luxury apartment building. Permits were issued and the first visible work will be the parking structure. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.	MBK, developer of Building A has been purchased this property. The 292 unit building will be a second phase scheduled for 2022. The development will be called Solana.
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. In construction. Framing near completion; stucco drywall in process. Late 2021 completion expected. Staff working on final details of the traffic signal that will built by the developer with a portion of the cost to the city. Public Art design recently approved. The piece is called “Phoenix.” It is by Damon Hyldreth, a San Francisco based artist with an extensive portfolio of work dating back to the early 1970s.
City of Hope	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces) construction to begin in September; Radial Imaging Center (9,000 s.f. building,

PROJECT/PROGRAM	STATUS
	in construction); infrastructure improvements, including three new traffic lights Summer 2020, Circle Rd. and Duarte Rd. first intersection; Medical Office Building completed recently completed; Duarte Outpatient Clinic (DOC) is in plan check. It is an 8 story, 350,000 square foot building; and several other upcoming projects.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive	The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. Demo completed. Staff had progress meeting with Architect in early March. No date set for plan check submittal.
Verizon Cell Tower Construction 2701 Royal Oaks Drive	Project completed.
New Commercial Building 2137 Huntington	Framing is completed. This will be a commercial building, Bright Smile Dental and retail space. Project information sign recently installed.
Arbor Capital Liquor Store Corner	Some renewed interest from commercial tenants. City and developer working on a plan to revise the plans to include not just parking lot upgrades to adjacent center but also a major façade upgrade. City has used design assistance program and had an architect develop concept plans for a façade upgrade. It appears as if this development is starting to move in the right direction.
Housing Element	Staff and the consultant continue to work on the project. A FlashVote survey was done in February. A community workshop was held in March by the Planning Commission. An April 19 workshop, to review rezoning sites, was held on April 19 at the Planning Commission Meeting. The draft plan will be sent to HCD for review in late May.
<u>PUBLIC WORKS</u>	
Town Center Sidewalk and Lighting Improvements	In design phase. Ready to go out for bid soon.
City Hall Courtyard Design	Draft engineer's plans completed. Had several meetings with Landscape Architect. Working on bid package.
<u>Climatecc</u>	
Solar Panels Solar Thermal HVAC Irrigation Controls LED Lighting Building Controls Building Lighting	Completed. Completed. Completed. 95% complete. 90% complete. Completed. Completed.



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES	Las Brisas Sweeping 4/2021	196681		61.00
100-1410-7810	A1 MAINTENANCE SERVICES	Las Posadas Sweeping 4/2021	196682		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Maintenance (Quarterly)	20101329		1,001.50
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr HVAC Maintenance (Quarterly)	20101330		3,296.75
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					4,298.25
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service Cal	408493		297.00
Vendor 2061 - AIR-TRO INC Total:					297.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Public Safety Plumbing Repair	681473		550.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Plumbing Repair	681475		120.00
Vendor 5561 - ALBERTOS PLUMBING Total:					670.00
Vendor: 1491 - AUTOZONE					
100-1410-7650	AUTOZONE	Truck #3 Wiper Blades	2814259446		14.19
100-1410-7650	AUTOZONE	Truck #3 Misc Repairs	2814259455		45.33
Vendor 1491 - AUTOZONE Total:					59.52
Vendor: 6187 - BLACK AND WHITE EMERGENCY VEHICLES LLC					
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #24 Equipment Removal	3965		250.00
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #24 Equipment Install	3981		4,574.62
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #13 Equipment Removal	3982		320.00
Vendor 6187 - BLACK AND WHITE EMERGENCY VEHICLES LLC Total:					5,144.62
Vendor: 6006 - BRYAN URIAS					
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	5/2021		75.00
Vendor 6006 - BRYAN URIAS Total:					75.00
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 1/2021*	265601		165.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					165.00
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q1 2021	1/2021 - 3/2021		2,739.00
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q1 2021	1/2021 - 3/2021		-273.90
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					2,465.10
Vendor: 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION					
100-5005	CALIFORNIA DEPT OF TAX & F	2020 Sales & Use Tax	0018367191		2.00
Vendor 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION Total:					2.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA	CH (2) Copier Maintenance 3/16/21 - 4/15/21	4036000826		234.51
100-1825-7631	CANON SOLUTIONS AMERICA	SC Copier Maintenance 3/16/21 - 4/15/21	4036000827		56.64
100-1825-7631	CANON SOLUTIONS AMERICA	TC Copier Maintenance 3/16/21 - 4/15/21	4036000828		10.23
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					301.38

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Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	5/2021		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	Yard Fence Repair	05672047		435.00
Vendor 2025 - CHARLES R SIMPSON Total:					435.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4080613785		44.41
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4081278753		44.41
Vendor 5140 - CINTAS CORPORATION #693 Total:					88.82
Vendor: 0903 - CITY OF MONROVIA					
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 3/2021	2101879		622.52
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 3/2021	2101880		55.86
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 3/2021	2101881		1,146.62
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 3/2021	2101882		5,461.92
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maint 3/2021	2101884		460.10
Vendor 0903 - CITY OF MONROVIA Total:					7,747.02
Vendor: 6123 - CLIMATEC LLC					
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	17	Other Captial Improvements-	283,672.00
100-2127	CLIMATEC LLC	Retention	17	Retention- 202017	-14,183.60
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	18	Other Captial Improvements-	100,000.00
100-2127	CLIMATEC LLC	Retention	18	Retention- 202017	-5,000.00
Vendor 6123 - CLIMATEC LLC Total:					364,488.40
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DEP	Industrial Waste Inspections 3/2021	21041205395		1,955.31
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,955.31
Vendor: 1411 - CUMMINS INC					
100-1410-7656	CUMMINS INC	Emergency Generator Battery	X9-14200		1,505.71
100-1410-7656	CUMMINS INC	Emergency Generator Annual Maintenance	X9-14202		936.71
Vendor 1411 - CUMMINS INC Total:					2,442.42
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2021	123631		200.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2021	124221		1,629.27
Vendor 5501 - DATA TICKET INC Total:					1,829.27
Vendor: 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC					
100-1815-7630	DE LAGE LANDEN FINANCIAL	iMac Lease Pymt 21 of 24	71908478		1,015.63
Vendor 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC Total:					1,015.63
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Q1 202	1/2021 - 3/2021		18,819.50
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q1 2021	1/2021 - 3/2021		-940.98
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					17,878.52
Vendor: 5248 - DIVISION OF THE STATE ARCHITECT					
100-2122	DIVISION OF THE STATE ARCHI	Disability Access Fee Q1 2021	1/2021 - 3/2021		120.00
Vendor 5248 - DIVISION OF THE STATE ARCHITECT Total:					120.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7733	DUARTE RECREATION PETTY C	SC Mother's Day Ribbon	4262021		8.71
100-1605-7735	DUARTE RECREATION PETTY C	TC Duarte Dance Lunch	4262021		47.96
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					56.67

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 5/2021	R88964	250004 - Property Rent - Next	1,779.34
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,779.34
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	5/2021		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 4809 - EVANBROOKSASSOCIATES INC					
100-1405-7980	EVANBROOKSASSOCIATES INC	Bike Trail Federal Earmark	21004-3		6,795.00
Vendor 4809 - EVANBROOKSASSOCIATES INC Total:					6,795.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2021	92660		135.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					135.00
Vendor: T2403 - FILM PERMITS UNLIMITED					
100-2120	FILM PERMITS UNLIMITED	Film Deposit Refund (12/9/20 & 12/10/20)	R87312		500.00
100-2120	FILM PERMITS UNLIMITED	Film Deposit Refund (12/14/20)	R87389		500.00
Vendor T2403 - FILM PERMITS UNLIMITED Total:					1,000.00
Vendor: 4039 - FSP DESIGNS					
100-1605-7735	FSP DESIGNS	TC Duarte Dance Uniforms	8000		570.54
Vendor 4039 - FSP DESIGNS Total:					570.54
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	143517		644.03
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	143570		486.15
Vendor 4690 - FULLER ENGINEERING INC Total:					1,130.18
Vendor: 6169 - FYREBRINGER STUDIOS INC					
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Annual Cleaning	1299		2,970.00
Vendor 6169 - FYREBRINGER STUDIOS INC Total:					2,970.00
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7887	GARVEY EQUIPMENT COMPA	Equipment Maintenance	137346		92.60
100-1410-8030	GARVEY EQUIPMENT COMPA	Small Equipment Replacemen	137534		823.42
100-1410-7887	GARVEY EQUIPMENT COMPA	Equipment Repairs	137535		278.53
Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:					1,194.55
Vendor: 0124 - GINNY JOYCE BELBA					
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	5/2021		218.00
Vendor 0124 - GINNY JOYCE BELBA Total:					218.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	2022650		289.44
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	1041550		120.77
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	5617359		171.65
100-1610-7618	HOME DEPOT CREDIT SERVIC	Return (Inv # 2022650)	8231340		-191.78
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	8542100		0.33
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	1032829		100.90
100-1020-7713	HOME DEPOT CREDIT SERVIC	Museum Exterior Paint	1543063		57.02
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	0531438		27.44
100-1205-7614	HOME DEPOT CREDIT SERVIC	Office Supplies	0531475		19.01
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	9033077		272.38

Council Warrant Register By Vendor

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	9033078		21.97
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	0305929		38.37
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	7532877		87.48
100-1410-7980	HOME DEPOT CREDIT SERVIC	Tools & Supplies	0034280		201.35
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,216.33
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	5/2021		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 3957 - JCL TRAFFIC SERVICES					
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	107602		330.00
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	108085		270.00
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	108308		141.00
100-1020-7712	JCL TRAFFIC SERVICES	COVID-19 Message Board 3/8/21 - 4/7/21	108974		1,800.00
Vendor 3957 - JCL TRAFFIC SERVICES Total:					2,541.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	5/2021		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	5/2021		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	5/2021		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: T4376 - KIMLEY-HORN & ASSOC INC					
100-2120	KIMLEY-HORN & ASSOC INC	Overpayment-Site Plan Review (1050 Hunt Dr)	R88853		200.00
Vendor T4376 - KIMLEY-HORN & ASSOC INC Total:					200.00
Vendor: 6211 - KOFF & ASSOCIATES INC					
100-1810-7965	KOFF & ASSOCIATES INC	Compensation Study 5/2021	013224		300.00
Vendor 6211 - KOFF & ASSOCIATES INC Total:					300.00
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY21 Federal Grant Administration 3/2021	7042		50.00
Vendor 5438 - LDM ASSOCIATES INC Total:					50.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 5/1/2021 - 6/1/2021	65786		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 5/1/2021 - 6/1/2021	65787		247.00
Vendor 5761 - LIFE STORAGE #530 Total:					514.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	5/2021		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	211986AL	202119-Tobacco Grant SRO/D	14,293.00
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	211986AL		358,839.18
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					373,132.18
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	836735-00		893.04

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Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	MAINTEX INC	Janitorial Supplies	837105-00		1,117.91
Vendor 5868 - MAINTEX INC Total:					2,010.95
Vendor: 0026 - MARGARET DIAMOND					
100-2023	MARGARET DIAMOND	City Kitty Retirement Gift	5/31/2021		250.00
Vendor 0026 - MARGARET DIAMOND Total:					250.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	5/2021		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	5/2021		566.00
Vendor 1042 - MICHAEL TARR Total:					566.00
Vendor: 4620 - MIRACLE RECREATION EQUIPMENT CO					
100-1610-7618	MIRACLE RECREATION EQUIP	Park Sanitizer Stations	830133		1,141.38
Vendor 4620 - MIRACLE RECREATION EQUIPMENT CO Total:					1,141.38
Vendor: 4656 - MUSCO SPORTS LIGHTING LLC					
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Remote Equipment Service April 2021 - April 2022	346753		1,238.00
Vendor 4656 - MUSCO SPORTS LIGHTING LLC Total:					1,238.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	5/2021		12,086.00
Vendor 2461 - MVP, LLC Total:					12,086.00
Vendor: 4607 - NAVIA BENEFIT SOLUTIONS					
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 4/2021	10344819		100.00
Vendor 4607 - NAVIA BENEFIT SOLUTIONS Total:					100.00
Vendor: 6223 - NEARMAP US INC					
100-1405-7980	NEARMAP US INC	GIS Map System 4/26/21 - 4/25/2022	INV00340619		11,666.40
Vendor 6223 - NEARMAP US INC Total:					11,666.40
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7779	OLGALIVIER GARCIA	Volunteer Stipend-High School Intern	4/2021		100.00
100-1205-7779	OLGALIVIER GARCIA	Volunteer Stipend-High School Intern	5/2021		100.00
Vendor 5851 - OLGALIVIER GARCIA Total:					200.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	5/2021		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 5166 - POOL & ELECTRICAL PRODUCTS INC					
100-1610-7617	POOL & ELECTRICAL PRODUC	Pool Chemicals	21116901		389.11
Vendor 5166 - POOL & ELECTRICAL PRODUCTS INC Total:					389.11
Vendor: 6203 - POOLSUPPLYUNLIMITED					
100-1610-7616	POOLSUPPLYUNLIMITED	SR Smith Pool DA Lift & Lift Cover	03678744		6,395.86
Vendor 6203 - POOLSUPPLYUNLIMITED Total:					6,395.86
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	Yard Alarm Service Call/Repair	1357866		371.25
Vendor 2466 - POST ALARM SYSTEMS Total:					371.25
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 5/23/21 - 8/22/21	N8838589		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 3/202	31019		360.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 3/202	31020		2,120.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 3/2021	31021		3,640.00

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 3/2021	31022		3,120.00
100-1405-7965	RKA CONSULTING GROUP	City Hall Courtyard Design 3/2021	31043	202102-Prof. Svcs-CH CDBG A	4,852.00
100-1405-7967	RKA CONSULTING GROUP	City of Hope Public Works Inspections 3/2021	31072		1,400.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Svcs 3/2021	31073	202118-ATP Cycle 4-Professio	515.00
100-1405-7965	RKA CONSULTING GROUP	Catch Basin CPS Retrofit Project 3/2021	31074	202031-ARS & CPS Catch Basi	480.00
100-1405-7965	RKA CONSULTING GROUP	Duarte Rd Lighting/Ped Improvements 3/2021	31075	202027-Prof Svc-COH Sidewal	3,321.25
Vendor 0904 - RKA CONSULTING GROUP Total:					19,808.25
Vendor: T3621 - ROBERT HARO					
100-2026	ROBERT HARO	Equipment Deposit Refund	4282021		25.00
Vendor T3621 - ROBERT HARO Total:					25.00
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	5/2021		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1410-7630	SIMON EQUIPMENT RENTALS	Stump Grinder Rental	126953		237.65
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					237.65
Vendor: 0209 - SMART & FINAL					
100-1410-7650	SMART & FINAL	Yard Supplies	306111		110.96
100-1605-7980	SMART & FINAL	Yard Supplies	306111		110.96
Vendor 0209 - SMART & FINAL Total:					221.92
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3474219248		8.18
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3474335888		36.70
100-1825-7614	STAPLES ADVANTAGE	(5) Contractless Thermometer	3474335888		165.31
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3474643139		120.14
100-1605-7614	STAPLES ADVANTAGE	Computer Mouse	3474643140		7.81
100-1605-7614	STAPLES ADVANTAGE	AAA Batteries	3474742089		16.13
100-1605-7614	STAPLES ADVANTAGE	Invite Envelopes	3474742090		34.13
100-1010-7614	STAPLES ADVANTAGE	Cubicle Privacy Screens	3476410569		670.30
Vendor 2688 - STAPLES ADVANTAGE Total:					1,058.70
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	5/2021		218.00
Vendor 0083 - STEVE ESBENSHADE Total:					218.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 4/6/21	SA-9696		145.00
Vendor 1610 - SUNWEST ENGINEERING Total:					145.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7980	THE TECHNOLOGY DEPOT INC	Ring & Ring Installation @ City Hall	15953		515.59
100-1815-7980	THE TECHNOLOGY DEPOT INC	Replace Smart UPS for Server Room	15957		2,079.21
100-1815-7980	THE TECHNOLOGY DEPOT INC	Test Power in Server Room/Generator Issues	16139		720.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Phone Greeting Change @ City Hall	16132		60.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					3,374.80
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	5/2021		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPI SMITH & ASSOCIATES	Communication/Social Media Mgmt 3/2021	6045		8,355.00
100-1020-7718	TRIEPI SMITH & ASSOCIATES	City Newsletter 3/2021	6045		1,300.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,655.00
Vendor: 0567 - TZEITEL PARAS-CARACCI					
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	5/2021		75.00
Vendor 0567 - TZEITEL PARAS-CARACCI Total:					75.00
Vendor: 4484 - U.S. BANK					
100-1405-7610	U.S. BANK	Craig Hensley Online Legislative Review (CalAPA)	4262021CH		20.00
100-1405-7610	U.S. BANK	Craig Hensley Online Conference (APA)	4262021CH		325.00
100-1405-7610	U.S. BANK	C Contreras Online Education Course (MK & Assoc)	4262021CH		900.00
100-1405-7612	U.S. BANK	Craig Hensley APA-AICP Membership (APA)	4262021CH		788.00
100-1405-7613	U.S. BANK	Lg Data Transfer (Hightail)	4262021CH		15.99
100-1405-7614	U.S. BANK	CMD Facemasks (Amazon)	4262021CH		48.68
100-1405-7614	U.S. BANK	Stand Up Desk (iMovR)	4262021CH		316.53
100-1410-7980	U.S. BANK	Field Services (2) E-Z Ups (Int'l E-Z Up)	4262021CH		239.24
100-1010-7612	U.S. BANK	Victoria Rocha MMASC Membership	4262021DJ		90.00
100-1010-7980	U.S. BANK	Council Meeting 4/12/21 (DoorDash)	4262021DJ		139.06
100-1010-7980	U.S. BANK	Hilda Solis Flowers (Rancho Duarte Florist)	4262021DJ		100.00
100-1010-7980	U.S. BANK	Council Workshop 4/19/21 (DoorDash)	4262021DJ		205.20
100-1010-7980	U.S. BANK	Council Meeting 4/12/21 (GrubHub)	4262021DJ		21.23
100-1010-7980	U.S. BANK	DoorDash Delivery Fee 4/202	4262021DJ		9.99
100-1010-7980	U.S. BANK	Council Workshop 4/19/21 (GrubHub)	4262021DJ		17.50
100-1010-7980	U.S. BANK	Closed Session Meeting 4/20/21 (DoorDash)	4262021DJ		92.32
100-1020-7712	U.S. BANK	CH Front Door Ring Door Bell Sign (Curo)	4262021DJ		39.69
100-1020-7712	U.S. BANK	Buena Vista St COVID-19 Banner (Curo)	4262021DJ	202024-Comm Information-C	711.50
100-1020-7712	U.S. BANK	Spotify	4262021DJ		9.99
100-1020-7712	U.S. BANK	Hootsuite 4/2/2021 - 5/1/202	4262021DJ		14.99
100-1020-7726	U.S. BANK	Adobe Creative Cloud	4262021KP		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	4262021KP		101.94
100-1605-7733	U.S. BANK	SC Netflix 4/6/21 - 5/5/21	4262021KP		8.81
100-1605-7735	U.S. BANK	TC Netflix 4/12/21 - 5/11/21	4262021KP		13.99
100-1805-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Starbucks)	4262021KP		24.90
100-1805-7610	U.S. BANK	Staff Meeting Refreshments (T-Burger)	4262021KP		73.71
100-1805-7980	U.S. BANK	Microsoft 365 3/27/21 - 4/26/21	4262021KP		12.00
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	4262021KP		14.99
100-1815-7632	U.S. BANK	Adobe Creative Cloud	4262021KP		314.91
100-1815-7632	U.S. BANK	Finance Webinar 4/7/2021 - 5/6/2021 (Zoom)	4262021KP		80.00
100-1815-7632	U.S. BANK	cityofduarte.com 4/7/2021 - 4/6/2022 (Zoom)	4262021KP		1,349.10
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	4262021KP		24.11
100-1815-7980	U.S. BANK	T Renteria Apple AirPods (Amazon)	4262021KP		217.19

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1815-7980	U.S. BANK	A Porter Apple AirPods (Amazon)	4262021KP		217.19
100-1815-7980	U.S. BANK	Ring Doorbell Wall Charger (Amazon)	4262021KP		12.12
100-1815-7980	U.S. BANK	R Breceda/C Contreras Apple AirPods (Amazon)	4262021KP		352.76
100-1605-7612	U.S. BANK	Learn to Swim-Facility Fee (American Red Cross)	4262021ME		650.00
100-1605-7614	U.S. BANK	Electric Balloon Inflator/Accessories (Amazon)	4262021ME		70.71
100-1605-7614	U.S. BANK	Heavy Duty Velcro (Amazon)	4262021ME		37.34
100-1605-7614	U.S. BANK	Camping Graphic (Canva)	4262021ME		1.00
100-1605-7614	U.S. BANK	Two-Way Radio Earpiece (Keystone Uniform)	4262021ME		24.14
100-1605-7614	U.S. BANK	Hand Tally Marker (Amazon)	4262021ME		8.70
100-1605-7614	U.S. BANK	Book-The New One Minute Manager (Amazon)	4262021ME		13.77
100-1605-7693	U.S. BANK	MYC Dinner 4/5/21 (Domino's Pizza)	4262021ME		86.47
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Silhouette Design Store)	4262021ME		2.08
100-1605-7730	U.S. BANK	Eggfest 2021 Sound (Studio 116)	4262021ME		649.80
100-1605-7730	U.S. BANK	Eggfest Balloon Arch (Ballusionist)	4262021ME		620.00
100-1605-7730	U.S. BANK	Eggfest 2021 Lunch (El Pollo Loco)	4262021ME		436.33
100-1605-7730	U.S. BANK	Eggfest 2021 Plastic Bags (4imprint)	4262021ME		397.30
100-1605-7730	U.S. BANK	Eggfest 2021 Golden Eggs (Amazon)	4262021ME		396.72
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Amazon)	4262021ME		291.96
100-1605-7730	U.S. BANK	(65) Bagel Boxes (Einstein Bro)	4262021ME		280.28
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Amazon)	4262021ME		134.78
100-1605-7730	U.S. BANK	Goose Feathers (Amazon)	4262021ME		12.77
100-1605-7730	U.S. BANK	(6) Straw Bales (San Dimas Grain)	4262021ME		91.91
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Michaels)	4262021ME		89.46
100-1605-7730	U.S. BANK	Return (Amazon)	4262021ME		-12.77
100-1605-7730	U.S. BANK	Yard Signs (Amazon)	4262021ME		85.77
100-1605-7730	U.S. BANK	Eggfest 2021 (Home Depot)	4262021ME		79.82
100-1605-7730	U.S. BANK	5k Masks (Amazon)	4262021ME		22.04
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Michaels)	4262021ME		59.50
100-1605-7730	U.S. BANK	(2) Easter Bunny Cardboard Stand-Up (OTC Brands)	4262021ME		88.18
100-1605-7733	U.S. BANK	SC Bingo Flags/Cards (Amazon)	4262021ME		45.19
100-1605-7733	U.S. BANK	Flair Pens (Amazon)	4262021ME		24.88
100-1605-7735	U.S. BANK	TC GoPro Camera/Merory Card/Tripod (Amazon)	4262021ME		372.87
100-1605-7980	U.S. BANK	Staff Breakfast (T Burgers)	4262021ME		79.20
100-1605-7980	U.S. BANK	Camera Stabilizer (Amazon)	4262021ME		55.11
100-1610-7618	U.S. BANK	Fitness Ctr Disinfectant Wipes (Amazon)	4262021ME		130.10
100-1610-7618	U.S. BANK	Fitness Ctr Speakers (Amazon)	4262021ME		133.28
Vendor 4484 - U.S. BANK Total:					12,416.31
Vendor: 5907 - ULINE					
100-1610-7618	ULINE	Drive Thru Barriers	132091767		387.90
Vendor 5907 - ULINE Total:					387.90

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5538 - VICTOR STANLEY INC					
100-1610-7618	VICTOR STANLEY INC	Bus Stop Trash Bin Replacement Lids	SI47605		2,294.64
Vendor 5538 - VICTOR STANLEY INC Total:					2,294.64
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	5/2021		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 5935 - WALLACE SIGN COMPANY					
100-1205-7650	WALLACE SIGN COMPANY	Vehicle #24 Decals	21453		547.49
Vendor 5935 - WALLACE SIGN COMPANY Total:					547.49
Vendor: 6113 - WARDS SERVICE					
100-1410-7650	WARDS SERVICE	Vehicle #15 o2 Sensors/Fuel Induction Cleaning	82837		1,200.15
Vendor 6113 - WARDS SERVICE Total:					1,200.15
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	79919808		1,694.66
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					1,694.66
Vendor: 1521 - WEST COAST ARBORISTS INC					
100-1415-7907	WEST COAST ARBORISTS INC	Citywide Tree Trimming	171561		936.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					936.00
Vendor: 4797 - WEX BANK					
100-1205-7650	WEX BANK	Vehicle # 23 Towing Service	701973859		230.05
100-1405-7650	WEX BANK	Fuel-CMD 3/1/21 - 3/31/21	701973859		48.75
100-1410-7650	WEX BANK	Fuel-CNG 3/1/21 - 3/31/21	701973859		147.85
Vendor 4797 - WEX BANK Total:					426.65
Vendor: 5365 - YESENIA CHAVEZ					
100-1205-7779	YESENIA CHAVEZ	Public Safety Intern Stipend	4/2021		100.00
Vendor 5365 - YESENIA CHAVEZ Total:					100.00
Fund 100 - GENERAL FUND Total:					900,324.16
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 4684 - GENTRY BROTHERS INC					
225-2250-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	PB 1	202101-Other Cap Improv-20	230,000.00
Vendor 4684 - GENTRY BROTHERS INC Total:					230,000.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					230,000.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES	Grocery Outlet Sweeping 4/2021	196680		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 5210 - ACOSTA GROWERS INC					
240-2427-7887	ACOSTA GROWERS INC	Plant Replacement-Rancho Verde LLD	48402		365.48
Vendor 5210 - ACOSTA GROWERS INC Total:					365.48
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL D	Electrical Repair-Thorsen Park	3301-1000877		90.29
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					90.29
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP	Traffic Signals Thru Kits Monitoring 3/2021	21041205449		142.22
240-2405-7890	COUNTY OF LOS ANGELES DEP	210 Fwy/Buena Vista Signal Timing 3/2021	21041205462		136.46
240-2405-7890	COUNTY OF LOS ANGELES DEP	Signal Turn On Circle Rd @ Duarte Rd 3/2021	21041205494		797.98

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2405-7890	COUNTY OF LOS ANGELES DEP	Traffic Signal Maintenance 3/2021	21041205751		2,862.35
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					3,939.01
Vendor: 5798 - DUNWRIGHT PAINTING & COATINGS					
240-2431-7887	DUNWRIGHT PAINTING & CO	Lightpole Painting-Las Brisas LLD	177		1,914.00
Vendor 5798 - DUNWRIGHT PAINTING & COATINGS Total:					1,914.00
Vendor: 6222 - MODERN HOME PRODUCTS					
240-2430-7887	MODERN HOME PRODUCTS	Mesa Gas Lamp Replacement Project	153222		8,175.00
Vendor 6222 - MODERN HOME PRODUCTS Total:					8,175.00
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7888	RUDY'S PLUMBING INC	Backflow Test/Repair-Veteran's Park	6266		391.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	6259		391.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Park	6261		380.88
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Lena Valenzuela Park	6398		391.93
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Highland Ave Landscape	6399		120.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Encanto Par	6400		120.00
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing-Citrus Villas LLD	6401		120.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					1,916.67
Vendor: 6224 - STRESSCRETE INC					
240-2405-7888	STRESSCRETE INC	Citywide Lighting Supplies	I-SC3-2104050		511.56
Vendor 6224 - STRESSCRETE INC Total:					511.56
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	171561		8,268.00
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming	171561		34,972.00
240-2424-7887	WEST COAST ARBORISTS INC	Citywide Tree Trimming	171561		1,500.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					44,740.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					62,436.01
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	211986AL		11,000.00
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,000.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,000.00
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies	2814290454		29.58
Vendor 1491 - AUTOZONE Total:					29.58
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 3/2021	2101878		53.31
Vendor 0903 - CITY OF MONROVIA Total:					53.31
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
440-4405-7650	HOME DEPOT CREDIT SERVIC	Yard Supplies	8023214		31.88
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					31.88
Vendor: 0209 - SMART & FINAL					
440-4405-7980	SMART & FINAL	Yard Supplies	306111		110.97
Vendor 0209 - SMART & FINAL Total:					110.97
Fund 440 - PROPOSITION A TRANSIT FUND Total:					225.74

Council Warrant Register By Vendor

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 5406 - FS CONTRACTORS INC					
470-2127	FS CONTRACTORS INC	Retention	2904	202111-Retention-Citywide Si	-6,858.48
470-4705-8060	FS CONTRACTORS INC	FY20/21 Citywide Concrete Repair Project	2904	202111-Citywide Sidewalk Pr	137,169.50
Vendor 5406 - FS CONTRACTORS INC Total:					130,311.02
Vendor: 4684 - GENTRY BROTHERS INC					
470-2127	GENTRY BROTHERS INC	Retention	PB 1	202101-Retention-2021 Stree	-13,364.73
470-4705-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	PB 1	202101-Other Cap Improv-20	37,294.54
Vendor 4684 - GENTRY BROTHERS INC Total:					23,929.81
Fund 470 - MEASURE R LR TRANSIT FUND Total:					154,240.83
Grand Total:					1,358,226.74

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	900,324.16
225 - SB-1, Road Maintenance/Rehab Fund	230,000.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	62,436.01
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,000.00
440 - PROPOSITION A TRANSIT FUND	225.74
470 - MEASURE R LR TRANSIT FUND	154,240.83
Grand Total:	1,358,226.74

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	90.00
100-1010-7614	Office Supplies	670.30
100-1010-7980	Other Expenses	585.30
100-1015-7682	Labor Counsel Legal	165.00
100-1020-7712	Community Information	10,931.17
100-1020-7713	Historical Museum Bldg	57.02
100-1020-7718	City Newsletter	1,300.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	19.01
100-1205-7650	Vehicle Maintenance	7,068.78
100-1205-7761	Parking Ticket Collect	1,829.27
100-1205-7779	Youth Programs	300.00
100-1205-7781	Contract Law Enforceme	378,594.10
100-1205-7787	Public Safety Cntr Lease	12,086.00
100-1405-7610	Travel, Mtgs & Conf	1,245.00
100-1405-7612	Publications and Dues	889.94
100-1405-7613	Duplications And Photos	15.99
100-1405-7614	Office Supplies	485.35
100-1405-7650	Vehicle Maintenance	48.75
100-1405-7800	Building Department Ser	514.00
100-1405-7801	Industrial Waste Inspecti	1,955.31
100-1405-7965	Professional Services	9,218.25
100-1405-7967	Public Works Inspection	4,520.00
100-1405-7969	City Engineer	6,120.00
100-1405-7980	Other Expenses	18,461.40
100-1405-8100	Other Capital Improvem	383,672.00
100-1410-7630	Equipment Rentals	237.65
100-1410-7650	Vehicle Maintenance	2,141.00
100-1410-7656	Emergency Generator	2,587.42
100-1410-7810	Street Sweeping	122.00
100-1410-7887	Repairs & Replacements	371.13
100-1410-7980	Other Expenses	3,410.59
100-1410-8030	Other Equipment (Capit	823.42
100-1415-7907	Tree Trim-Sports Park	936.00
100-1605-7002	Regular Salaries	76.92
100-1605-7612	Publications and Dues	650.00
100-1605-7614	Office Supplies	213.73
100-1605-7650	Vehicle Maintenance	55.86
100-1605-7693	Youth Council	86.47
100-1605-7730	Special Events	3,725.93

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7733	Senior Center	87.59
100-1605-7735	Teen Center	1,005.36
100-1605-7980	Other Expenses	245.27
100-1610-7616	Pool Supplies	6,395.86
100-1610-7617	Pool Chemicals	1,519.29
100-1610-7618	Building Supplies	9,472.86
100-1610-7636	Uniforms	88.82
100-1610-7650	Vehicle Maintenance	460.10
100-1610-7652	Building Maint Services	7,444.50
100-1805-7610	Travel, Mtgs & Conf	98.61
100-1805-7614	Office Supplies	44.88
100-1805-7980	Other Expenses	12.00
100-1810-7965	Professional Services	300.00
100-1810-7980	Other Expenses	100.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7632	Software Maintenance	1,759.00
100-1815-7830	Telephones	84.11
100-1815-7980	Other Expenses	4,114.06
100-1825-7614	Office Supplies	165.31
100-1825-7630	Equipment Lease	707.12
100-1825-7631	Equipment Maintenance	301.38
100-1825-7674	Retiree Health Insurance	3,526.00
100-2012	Green Building Fees Pay	2,739.00
100-2013	Strong Motions Fees Pay	18,819.50
100-2023	EE City Kitty Contributio	250.00
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	1,200.00
100-2122	Disability Access & Educ	120.00
100-2127	Retention Payable	-19,183.60
100-4408	Property Rental	1,779.34
100-5004	Other Revenue	-1,214.88
100-5005	Taxable Sales	2.00
225-2250-8100	Other Capital Improvem	230,000.00
240-2405-7888	Repairs-Citywide	601.85
240-2405-7890	Repairs-Traffic Signal	3,939.01
240-2410-7662	Other Serv-Citywide	240.00
240-2410-7888	Repairs-Citywide	1,556.67
240-2410-7906	Tree Trim-Citywide	8,268.00
240-2410-7909	Tree Trim-Residential	34,972.00
240-2424-7887	Repairs & Replacements	1,500.00
240-2426-7810	Street Sweeping	784.00
240-2427-7887	Repairs & Replacements	365.48
240-2430-7887	Repairs & Replacements	8,175.00
240-2431-7887	Repairs & Replacements	1,914.00
240-2434-7887	Repairs & Replacements	120.00
290-2905-7781	Contract Law Enforceme	11,000.00
440-4405-7650	Vehicle Maintenance	114.77
440-4405-7980	Other Expenses	110.97
470-2127	Retention Payable	-20,223.21
470-4705-8060	Sidewalk/Concrete Repa	137,169.50
470-4705-8100	Other Capital Improvem	37,294.54
Grand Total:		1,358,226.74

Project Account Summary

Project Account Key	Payment Amount
None	583,545.42
202024-Comm Information-Coronavirus Response	711.50
202027-Prof Svc-COH Sidewalk & Ped Lighting Improv	3,321.25

Project Account Summary

Project Account Key	Payment Amount
202031-ARS & CPS Catch Basin Screen Installation	480.00
202101-Other Cap Improv-2021 Street Rehab Pro	230,000.00
202101-Other Cap Improv-2021 Street Rehab Proj	37,294.54
202101-Retention-2021 Street Rehab Project	-13,364.73
202102-Prof. Svcs-CH CDBG ADA Improvement	4,852.00
202111-Citywide Sidewalk Project FY20-21	137,169.50
202111-Retention-Citywide Sidewalk Proj FY20-21	-6,858.48
202118-ATP Cycle 4-Professional Svcs	515.00
202119-Tobacco Grant SRO/Deputy-DOJ	14,293.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,779.34
Other Captial Improvements- 202017	383,672.00
Retention- 202017	-19,183.60
Grand Total:	1,358,226.74



City of Duarte

Council Warrant Register By Account

By Fund

Payment Dates 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7616	POOLSUPPLYUNLIMITED	SR Smith Pool DA Lift & Lift Cover	216080		6,395.86
100-1610-7618	MIRACLE RECREATION EQUIP	Park Sanitizer Stations	216076		1,141.38
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	216072		330.00
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 1/2021*	1093		165.00
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	216054	Other Captial Improvements-	283,672.00
100-2127	CLIMATEC LLC	Retention	216054	Retention- 202017	-14,183.60
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		289.44
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		120.77
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		171.65
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	216072		270.00
100-1020-7712	TRIEPI SMITH & ASSOCIATES	Communication/Social Media Mgmt 3/2021	1122		8,355.00
100-1020-7718	TRIEPI SMITH & ASSOCIATES	City Newsletter 3/2021	1122		1,300.00
100-1610-7618	HOME DEPOT CREDIT SERVIC	Return (Inv # 2022650)	EFT11432		-191.78
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		0.33
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2021	216064		135.00
100-1610-7652	CHARLES R SIMPSON	Yard Fence Repair	216084		435.00
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		100.90
100-1610-7618	JCL TRAFFIC SERVICES	Sports Park Barricades	216072		141.00
100-1020-7713	HOME DEPOT CREDIT SERVIC	Museum Exterior Paint	EFT11432		57.02
100-1610-7652	MUSCO SPORTS LIGHTING LLC	Remote Equipment Service April 2021 - April 2022	1108		1,238.00
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		27.44
100-1205-7614	HOME DEPOT CREDIT SERVIC	Office Supplies	EFT11432		19.01
100-1610-7652	ALBERTOS PLUMBING	Public Safety Plumbing Repair	216046		550.00
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		272.38
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		21.97
100-1410-7650	AUTOZONE	Truck #3 Wiper Blades	216047		14.19
100-1410-7650	AUTOZONE	Truck #3 Misc Repairs	216047		45.33
100-1410-7650	WARDS SERVICE	Vehicle #15 o2 Sensors/Fuel Induction Cleaning	1131		1,200.15
100-1610-7618	VICTOR STANLEY INC	Bus Stop Trash Bin Replacement Lids	216087		2,294.64
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	216067		644.03
100-1205-7650	WALLACE SIGN COMPANY	Vehicle #24 Decals	1130		547.49
100-1610-7617	POOL & ELECTRICAL PRODUC	Pool Chemicals	216079		389.11
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service Cal	216045		297.00
100-1610-7652	POST ALARM SYSTEMS	Yard Alarm Service Call/Repair	1113		371.25
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Plumbing Repair	216046		120.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Maintenance (Quarterly)	216043		1,001.50
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr HVAC Maintenance (Quarterly)	216043		3,296.75
100-1610-7618	MAINTEX INC	Janitorial Supplies	1107		893.04

Council Warrant Register By Account

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		38.37
100-1610-7618	ULINE	Drive Thru Barriers	216086		387.90
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	216067		486.15
100-1610-7618	HOME DEPOT CREDIT SERVIC	Facility Maintenance Repairs/Supplies	EFT11432		87.48
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1132		1,694.66
100-1610-7618	MAINTEX INC	Janitorial Supplies	1107		1,117.91
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	216053		44.41
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	216075	202119-Tobacco Grant SRO/D	14,293.00
100-1205-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	216075		358,839.18
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1118		8.18
100-1605-7002	PAMELA ROMERO	CPR Stipend	1114		76.92
100-1605-7735	FSP DESIGNS	TC Duarte Dance Uniforms	1100		570.54
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1118		36.70
100-1825-7614	STAPLES ADVANTAGE	(5) Contractless Thermometer	1118		165.31
100-1405-7965	LDM ASSOCIATES INC	FY21 Federal Grant Administration 3/2021	1105		50.00
100-1410-7980	HOME DEPOT CREDIT SERVIC	Tools & Supplies	EFT11432		201.35
100-1405-7801	COUNTY OF LOS ANGELES DEP	Industrial Waste Inspections 3/2021	216056		1,955.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	216053		44.41
100-1815-7980	THE TECHNOLOGY DEPOT INC	Ring & Ring Installation @ City Hall	1121		515.59
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1118		120.14
100-1605-7614	STAPLES ADVANTAGE	Computer Mouse	1118		7.81
100-1410-7656	CUMMINS INC	Emergency Generator Battery	216057		1,505.71
100-1410-7656	CUMMINS INC	Emergency Generator Annual Maintenance	216057		936.71
100-1415-7907	WEST COAST ARBORISTS INC	Citywide Tree Trimming	1133		936.00
100-1410-7810	A1 MAINTENANCE SERVICES	Las Brisas Sweeping 4/2021	216042		61.00
100-1410-7810	A1 MAINTENANCE SERVICES	Las Posadas Sweeping 4/2021	216042		61.00
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 3/2021	216078		622.52
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Rec 3/2021	216078		55.86
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 3/2021	216078		1,146.62
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 3/2021	216078		5,461.92
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maint 3/2021	216078		460.10
100-1605-7614	STAPLES ADVANTAGE	AAA Batteries	1118		16.13
100-1605-7614	STAPLES ADVANTAGE	Invite Envelopes	1118		34.13
100-1815-7980	THE TECHNOLOGY DEPOT INC	Replace Smart UPS for Server Room	1121		2,079.21
100-1815-7980	THE TECHNOLOGY DEPOT INC	Test Power in Server Room/Generator Issues	1121		720.00
100-1405-7980	EVANBROOKSASSOCIATES INC	Bike Trail Federal Earmark	216063		6,795.00
100-1825-7631	CANON SOLUTIONS AMERICA	CH (2) Copier Maintenance 3/16/21 - 4/15/21	216051		234.51
100-1825-7631	CANON SOLUTIONS AMERICA	SC Copier Maintenance 3/16/21 - 4/15/21	216051		56.64
100-1825-7631	CANON SOLUTIONS AMERICA	TC Copier Maintenance 3/16/21 - 4/15/21	216051		10.23
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2021	1095		200.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2021	1095		1,629.27
100-1815-7830	THE TECHNOLOGY DEPOT INC	Phone Greeting Change @ City Hall	1121		60.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 3/202	216082		360.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 3/202	216082		2,120.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 3/2021	216082		3,640.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 3/2021	216082		3,120.00

Council Warrant Register By Account

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #24 Equipment Removal	1091		250.00
100-1410-7887	GARVEY EQUIPMENT COMPA	Equipment Maintenance	216069		92.60
100-1405-7965	RKA CONSULTING GROUP	City Hall Courtyard Design 3/2021	216082	202102-Prof. Svcs-CH CDBG A	4,852.00
100-1205-7787	MVP, LLC	Public Safety Lease	1109		12,086.00
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 5/23/21 - 8/22/21	216081		707.12
100-1205-7650	WEX BANK	Vehicle # 23 Towing Service	EFT11420		230.05
100-1405-7650	WEX BANK	Fuel-CMD 3/1/21 - 3/31/21	EFT11420		48.75
100-1410-7650	WEX BANK	Fuel-CNG 3/1/21 - 3/31/21	EFT11420		147.85
100-1405-7967	RKA CONSULTING GROUP	City of Hope Public Works Inspections 3/2021	216082		1,400.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Svcs 3/2021	216082	202118-ATP Cycle 4-Professio	515.00
100-1405-7965	RKA CONSULTING GROUP	Catch Basin CPS Retrofit Project 3/2021	216082	202031-ARS & CPS Catch Basi	480.00
100-1405-7965	RKA CONSULTING GROUP	Duarte Rd Lighting/Ped Improvements 3/2021	216082	202027-Prof Svc-COH Sidewal	3,321.25
100-1605-7733	DUARTE RECREATION PETTY C	SC Mother's Day Ribbon	216060		8.71
100-1605-7735	DUARTE RECREATION PETTY C	TC Duarte Dance Lunch	216060		47.96
100-1405-7610	U.S. BANK	Craig Hensley Online Conference (APA)	1126		325.00
100-1405-7610	U.S. BANK	C Contreras Online Education Course (MK & Assoc)	1126		900.00
100-1405-7610	U.S. BANK	Craig Hensley Online Legislative Review (CalAPA)	1126		20.00
100-1405-7612	U.S. BANK	Craig Hensley APA-AICP Membership (APA)	1126		788.00
100-1405-7613	U.S. BANK	Lg Data Transfer (Hightail)	1126		15.99
100-1405-7614	U.S. BANK	CMD Facemasks (Amazon)	1126		48.68
100-1405-7614	U.S. BANK	Stand Up Desk (iMovR)	1126		316.53
100-1410-7980	U.S. BANK	Field Services (2) E-Z Ups (Int'l E-Z Up)	1126		239.24
100-1010-7612	U.S. BANK	Victoria Rocha MMASC Membership	1127		90.00
100-1010-7980	U.S. BANK	DoorDash Delivery Fee 4/202	1127		9.99
100-1010-7980	U.S. BANK	Council Meeting 4/12/21 (GrubHub)	1127		21.23
100-1010-7980	U.S. BANK	Council Workshop 4/19/21 (DoorDash)	1127		205.20
100-1010-7980	U.S. BANK	Council Workshop 4/19/21 (GrubHub)	1127		17.50
100-1010-7980	U.S. BANK	Closed Session Meeting 4/20/21 (DoorDash)	1127		92.32
100-1010-7980	U.S. BANK	Council Meeting 4/12/21 (DoorDash)	1127		139.06
100-1010-7980	U.S. BANK	Hilda Solis Flowers (Rancho Duarte Florist)	1127		100.00
100-1020-7712	U.S. BANK	CH Front Door Ring Door Bell Sign (Curo)	1127		39.69
100-1020-7712	U.S. BANK	Hootsuite 4/2/2021 - 5/1/202	1127		14.99
100-1020-7712	U.S. BANK	Spotify	1127		9.99
100-1020-7712	U.S. BANK	Buena Vista St COVID-19 Banner (Curo)	1127	202024-Comm Information-C	711.50
100-1020-7726	U.S. BANK	Adobe Creative Cloud	1128		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	1128		101.94
100-1605-7733	U.S. BANK	SC Netflix 4/6/21 - 5/5/21	1128		8.81
100-1605-7735	U.S. BANK	TC Netflix 4/12/21 - 5/11/21	1128		13.99
100-1805-7610	U.S. BANK	Staff Meeting Refreshmensts (T-Burger)	1128		73.71
100-1805-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Starbucks	1128		24.90

Council Warrant Register By Account

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1805-7980	U.S. BANK	Microsoft 365 3/27/21 - 4/26/21	1128		12.00
100-1815-7632	U.S. BANK	Finance Webinar 4/7/2021 - 5/6/2021 (Zoom)	1128		80.00
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	1128		14.99
100-1815-7632	U.S. BANK	cityofduarte.com 4/7/2021 - 4/6/2022 (Zoom)	1128		1,349.10
100-1815-7632	U.S. BANK	Adobe Creative Cloud	1128		314.91
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	1128		24.11
100-1815-7980	U.S. BANK	Ring Doorbell Wall Charger (Amazon)	1128		12.12
100-1815-7980	U.S. BANK	A Porter Apple AirPods (Amazon)	1128		217.19
100-1815-7980	U.S. BANK	R Breceda/C Contreras Apple AirPods (Amazon)	1128		352.76
100-1815-7980	U.S. BANK	T Renteria Apple AirPods (Amazon)	1128		217.19
100-1605-7612	U.S. BANK	Learn to Swim-Facility Fee (American Red Cross)	1124		650.00
100-1605-7614	U.S. BANK	Electric Balloon Inflator/Accessories (Amazon)	1124		70.71
100-1605-7614	U.S. BANK	Heavy Duty Velcro (Amazon)	1124		37.34
100-1605-7614	U.S. BANK	Book-The New One Minute Manager (Amazon)	1124		13.77
100-1605-7614	U.S. BANK	Hand Tally Marker (Amazon)	1124		8.70
100-1605-7614	U.S. BANK	Two-Way Radio Earpiece (Keystone Uniform)	1124		24.14
100-1605-7614	U.S. BANK	Camping Graphic (Canva)	1124		1.00
100-1605-7693	U.S. BANK	MYC Dinner 4/5/21 (Domino's Pizza)	1124		86.47
100-1605-7730	U.S. BANK	5k Masks (Amazon)	1124		22.04
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Michaels)	1124		59.50
100-1605-7730	U.S. BANK	Return (Amazon)	1124		-12.77
100-1605-7730	U.S. BANK	Goosse Feathers (Amazon)	1124		12.77
100-1605-7730	U.S. BANK	Eggfest 2021 (Home Depot)	1124		79.82
100-1605-7730	U.S. BANK	Yard Signs (Amazon)	1124		85.77
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Silhouette Design Store)	1124		2.08
100-1605-7730	U.S. BANK	(2) Easter Bunny Cardboard Stand-Up (OTC Brands)	1124		88.18
100-1605-7730	U.S. BANK	(6) Straw Bales (San Dimas Grain)	1124		91.91
100-1605-7730	U.S. BANK	Eggfest 2021 Sound (Studio 116)	1124		649.80
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Amazon)	1124		134.78
100-1605-7730	U.S. BANK	(65) Bagel Boxes (Einstein Bro	1124		280.28
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Amazon)	1124		291.96
100-1605-7730	U.S. BANK	Eggfest 2021 Golden Eggs (Amazon)	1124		396.72
100-1605-7730	U.S. BANK	Eggfest Balloon Arch (Ballusionist)	1124		620.00
100-1605-7730	U.S. BANK	Eggfest 2021 Supplies (Michaels)	1124		89.46
100-1605-7730	U.S. BANK	Eggfest 2021 Lunch (El Pollo Loco)	1124		436.33
100-1605-7730	U.S. BANK	Eggfest 2021 Plastic Bags (4imprint)	1124		397.30
100-1605-7733	U.S. BANK	SC Bingo Flags/Cards (Amazon)	1124		45.19
100-1605-7733	U.S. BANK	Flair Pens (Amazon)	1124		24.88
100-1605-7735	U.S. BANK	TC GoPro Camera/Merory Card/Tripod (Amazon)	1124		372.87

Council Warrant Register By Account

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7980	U.S. BANK	Camera Stabilizer (Amazon)	1124		55.11
100-1605-7980	U.S. BANK	Staff Breakfast (T Burgers)	1124		79.20
100-1610-7618	U.S. BANK	Fitness Ctr Speakers (Amazon)	1124		133.28
100-1610-7618	U.S. BANK	Fitness Ctr Disinfectant Wipes (Amazon)	1124		130.10
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 4/6/21	1119		145.00
100-2122	DIVISION OF THE STATE ARCHI	Disability Access Fee Q1 2021	216059		120.00
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Annual Cleaning	1101		2,970.00
100-1405-7980	NEARMAP US INC	GIS Map System 4/26/21 - 4/25/2022	1111		11,666.40
100-2120	FILM PERMITS UNLIMITED	Film Deposit Refund (12/9/20 & 12/10/20)	216065		500.00
100-2120	FILM PERMITS UNLIMITED	Film Deposit Refund (12/14/20)	216065		500.00
100-2120	KIMLEY-HORN & ASSOC INC	Overpayment-Site Plan Review (1050 Hunt Dr)	216073		200.00
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q1 2021	216050		2,739.00
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Q1 202	216058		18,819.50
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q1 2021	216050		-273.90
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q1 2021	216058		-940.98
100-1410-8030	GARVEY EQUIPMENT COMPA	Small Equipment Replacemen	216069		823.42
100-1410-7887	GARVEY EQUIPMENT COMPA	Equipment Repairs	216069		278.53
100-1205-7779	OLGALIVIER GARCIA	Volunteer Stipend-High School Intern	216068		100.00
100-2026	ROBERT HARO	Equipment Deposit Refund	216071		25.00
100-1205-7779	OLGALIVIER GARCIA	Volunteer Stipend-High School Intern	216068		100.00
100-5005	CALIFORNIA DEPT OF TAX & F	2020 Sales & Use Tax	EFT11433		2.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 4/2021	1110		100.00
100-1020-7712	JCL TRAFFIC SERVICES	COVID-19 Message Board 3/8/21 - 4/7/21	216072		1,800.00
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	216054	Other Captial Improvements-	100,000.00
100-2127	CLIMATEC LLC	Retention	216054	Retention- 202017	-5,000.00
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #24 Equipment Install	1091		4,574.62
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle #13 Equipment Removal	1091		320.00
100-1205-7779	YESENIA CHAVEZ	Public Safety Intern Stipend	216052		100.00
100-1010-7614	STAPLES ADVANTAGE	Cubicle Privacy Screens	1118		670.30
100-1810-7965	KOFF & ASSOCIATES INC	Compensation Study 5/2021	1104		300.00
100-1410-7630	SIMON EQUIPMENT RENTALS	Stump Grinder Rental	216083		237.65
100-1410-7650	SMART & FINAL	Yard Supplies	1117		110.96
100-1605-7980	SMART & FINAL	Yard Supplies	1117		110.96
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	1099		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	1123		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	1116		75.00
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	1112		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	1103		75.00
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	1129		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	1106		75.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	216049		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	1102		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	1120		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	1097		218.00
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	216048		218.00

Council Warrant Register By Account

Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	1098		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	1092		218.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	216074		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	1094		566.00
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 5/2021	216061	250004 - Property Rent - Next	1,779.34
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 5/1/2021 - 6/1/2021	EFT11444		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 5/1/2021 - 6/1/2021	EFT11445		247.00
100-1815-7630	DE LAGE LANDEN FINANCIAL	iMac Lease Pymt 21 of 24	EFT11443		1,015.63
100-2023	MARGARET DIAMOND	City Kitty Retirement Gift	1096		250.00
Fund 100 - GENERAL FUND Total:					900,324.16

Fund: 225 - SB-1, Road Maintenance/Rehab Fund

225-2250-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	216070	202101-Other Cap Improv-20	230,000.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					230,000.00

Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND

240-2410-7888	RUDY'S PLUMBING INC	Backflow Test/Repair-Veteran's Park	1115		391.93
240-2405-7888	CONSOLIDATED ELECTRICAL D	Electrical Repair-Thorsen Park	216055		90.29
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Park	1115		391.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Park	1115		380.88
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Lena Valenzuela Park	1115		391.93
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Highland Ave Landscape	1115		120.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Encanto Par	1115		120.00
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing-Citrus Villas LLD	1115		120.00
240-2405-7890	COUNTY OF LOS ANGELES DEP	Traffic Signals Thru Kits Monitoring 3/2021	216056		142.22
240-2405-7890	COUNTY OF LOS ANGELES DEP	210 Fwy/Buena Vista Signal Timing 3/2021	216056		136.46
240-2405-7890	COUNTY OF LOS ANGELES DEP	Signal Turn On Circle Rd @ Duarte Rd 3/2021	216056		797.98
240-2405-7890	COUNTY OF LOS ANGELES DEP	Traffic Signal Maintenance 3/2021	216056		2,862.35
240-2405-7888	STRESSCRETE INC	Citywide Lighting Supplies	216085		511.56
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	1133		8,268.00
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming	1133		34,972.00
240-2424-7887	WEST COAST ARBORISTS INC	Citywide Tree Trimming	1133		1,500.00
240-2426-7810	A1 MAINTENANCE SERVICES	Grocery Outlet Sweeping 4/2021	216042		784.00
240-2430-7887	MODERN HOME PRODUCTS	Mesa Gas Lamp Replacement Project	216077		8,175.00
240-2427-7887	ACOSTA GROWERS INC	Plant Replacement-Rancho Verde LLD	216044		365.48
240-2431-7887	DUNWRIGHT PAINTING & CO	Lightpole Painting-Las Brisas LLD	216062		1,914.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					62,436.01

Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND

290-2905-7781	LOS ANGELES COUNTY SHERIF	Sheriff's Contract 3/2021	216075		11,000.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,000.00

Fund: 440 - PROPOSITION A TRANSIT FUND

440-4405-7650	HOME DEPOT CREDIT SERVIC	Yard Supplies	EFT11432		31.88
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Council Warrant Register By Account
Payment Dates: 4/29/2021 - 5/12/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 3/2021	216078		53.31
440-4405-7650	AUTOZONE	Yard Supplies	216047		29.58
440-4405-7980	SMART & FINAL	Yard Supplies	1117		110.97
Fund 440 - PROPOSITION A TRANSIT FUND Total:					225.74
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	FS CONTRACTORS INC	Retention	216066	202111-Retention-Citywide Si	-6,858.48
470-4705-8060	FS CONTRACTORS INC	FY20/21 Citywide Concrete Repair Project	216066	202111-Citywide Sidewalk Pr	137,169.50
470-2127	GENTRY BROTHERS INC	Retention	216070	202101-Retention-2021 Stree	-13,364.73
470-4705-8100	GENTRY BROTHERS INC	FY20-21 Street Rehabilitation Project	216070	202101-Other Cap Improv-20	37,294.54
Fund 470 - MEASURE R LR TRANSIT FUND Total:					154,240.83
Grand Total:					1,358,226.74

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	900,324.16
225 - SB-1, Road Maintenance/Rehab Fund	230,000.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	62,436.01
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,000.00
440 - PROPOSITION A TRANSIT FUND	225.74
470 - MEASURE R LR TRANSIT FUND	154,240.83
Grand Total:	1,358,226.74

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	90.00
100-1010-7614	Office Supplies	670.30
100-1010-7980	Other Expenses	585.30
100-1015-7682	Labor Counsel Legal	165.00
100-1020-7712	Community Information	10,931.17
100-1020-7713	Historical Museum Bldg	57.02
100-1020-7718	City Newsletter	1,300.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	19.01
100-1205-7650	Vehicle Maintenance	7,068.78
100-1205-7761	Parking Ticket Collect	1,829.27
100-1205-7779	Youth Programs	300.00
100-1205-7781	Contract Law Enforceme	378,594.10
100-1205-7787	Public Safety Cntr Lease	12,086.00
100-1405-7610	Travel, Mtgs & Conf	1,245.00
100-1405-7612	Publications and Dues	889.94
100-1405-7613	Duplications And Photos	15.99
100-1405-7614	Office Supplies	485.35
100-1405-7650	Vehicle Maintenance	48.75
100-1405-7800	Building Department Ser	514.00
100-1405-7801	Industrial Waste Inspecti	1,955.31
100-1405-7965	Professional Services	9,218.25
100-1405-7967	Public Works Inspection	4,520.00
100-1405-7969	City Engineer	6,120.00
100-1405-7980	Other Expenses	18,461.40
100-1405-8100	Other Capital Improvem	383,672.00
100-1410-7630	Equipment Rentals	237.65
100-1410-7650	Vehicle Maintenance	2,141.00
100-1410-7656	Emergency Generator	2,587.42
100-1410-7810	Street Sweeping	122.00
100-1410-7887	Repairs & Replacements	371.13
100-1410-7980	Other Expenses	3,410.59
100-1410-8030	Other Equipment (Capit	823.42
100-1415-7907	Tree Trim-Sports Park	936.00
100-1605-7002	Regular Salaries	76.92
100-1605-7612	Publications and Dues	650.00
100-1605-7614	Office Supplies	213.73
100-1605-7650	Vehicle Maintenance	55.86
100-1605-7693	Youth Council	86.47
100-1605-7730	Special Events	3,725.93

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7733	Senior Center	87.59
100-1605-7735	Teen Center	1,005.36
100-1605-7980	Other Expenses	245.27
100-1610-7616	Pool Supplies	6,395.86
100-1610-7617	Pool Chemicals	1,519.29
100-1610-7618	Building Supplies	9,472.86
100-1610-7636	Uniforms	88.82
100-1610-7650	Vehicle Maintenance	460.10
100-1610-7652	Building Maint Services	7,444.50
100-1805-7610	Travel, Mtgs & Conf	98.61
100-1805-7614	Office Supplies	44.88
100-1805-7980	Other Expenses	12.00
100-1810-7965	Professional Services	300.00
100-1810-7980	Other Expenses	100.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7632	Software Maintenance	1,759.00
100-1815-7830	Telephones	84.11
100-1815-7980	Other Expenses	4,114.06
100-1825-7614	Office Supplies	165.31
100-1825-7630	Equipment Lease	707.12
100-1825-7631	Equipment Maintenance	301.38
100-1825-7674	Retiree Health Insurance	3,526.00
100-2012	Green Building Fees Pay	2,739.00
100-2013	Strong Motions Fees Pay	18,819.50
100-2023	EE City Kitty Contributio	250.00
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	1,200.00
100-2122	Disability Access & Educ	120.00
100-2127	Retention Payable	-19,183.60
100-4408	Property Rental	1,779.34
100-5004	Other Revenue	-1,214.88
100-5005	Taxable Sales	2.00
225-2250-8100	Other Capital Improvem	230,000.00
240-2405-7888	Repairs-Citywide	601.85
240-2405-7890	Repairs-Traffic Signal	3,939.01
240-2410-7662	Other Serv-Citywide	240.00
240-2410-7888	Repairs-Citywide	1,556.67
240-2410-7906	Tree Trim-Citywide	8,268.00
240-2410-7909	Tree Trim-Residential	34,972.00
240-2424-7887	Repairs & Replacements	1,500.00
240-2426-7810	Street Sweeping	784.00
240-2427-7887	Repairs & Replacements	365.48
240-2430-7887	Repairs & Replacements	8,175.00
240-2431-7887	Repairs & Replacements	1,914.00
240-2434-7887	Repairs & Replacements	120.00
290-2905-7781	Contract Law Enforceme	11,000.00
440-4405-7650	Vehicle Maintenance	114.77
440-4405-7980	Other Expenses	110.97
470-2127	Retention Payable	-20,223.21
470-4705-8060	Sidewalk/Concrete Repa	137,169.50
470-4705-8100	Other Capital Improvem	37,294.54
Grand Total:		1,358,226.74

Project Account Summary

Project Account Key	Payment Amount
None	583,545.42
202024-Comm Information-Coronavirus Response	711.50
202027-Prof Svc-COH Sidewalk & Ped Lighting Improv	3,321.25

Project Account Summary

Project Account Key	Payment Amount
202031-ARS & CPS Catch Basin Screen Installation	480.00
202101-Other Cap Improv-2021 Street Rehab Pro	230,000.00
202101-Other Cap Improv-2021 Street Rehab Proj	37,294.54
202101-Retention-2021 Street Rehab Project	-13,364.73
202102-Prof. Svcs-CH CDBG ADA Improvement	4,852.00
202111-Citywide Sidewalk Project FY20-21	137,169.50
202111-Retention-Citywide Sidewalk Proj FY20-21	-6,858.48
202118-ATP Cycle 4-Professional Svcs	515.00
202119-Tobacco Grant SRO/Deputy-DOJ	14,293.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,779.34
Other Captial Improvements- 202017	383,672.00
Retention- 202017	-19,183.60
Grand Total:	1,358,226.74



Agenda Item:	_____
CM Review:	<u>DS</u>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: May 11, 2021

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Yesenia Paez, Community Development Technician

SUBJECT: Notice of Completion: Parking Lot Improvement Project at Royal Oaks Park for FS Contractors, Inc.

RECOMMENDATION: City Council Acceptance for the Parking Lot Improvement Project at Royal Oaks Park - Project No. 21-6

FISCAL IMPACT: The cost of the project was \$155,783.45 and was included in the Fiscal Year (FY) 2020-2021 budget

BACKGROUND

On November 24 2020, the City Council awarded the contract for the Parking Lot Improvement Project at Royal Oaks Park to FS Contractors, Inc.

The project included parking lot improvements at Royal Oaks Park on the east and west side of Las Loma Road. Assessable sidewalk was also added. The original project bid was \$145,907.75, but there were necessary change orders that included: additional asphalt removal and base repair additional sod to improve damaged landscape in the surrounding park; and additional accessible ramp work. The total additional cost of change orders was \$9,875.70.

The project is complete and provided a substantial improvement to the park.

RECOMMENDATION

That the City Council accept the Parking Lot Improvement Project at Royal Oaks Park as complete in the final amount of \$155,783.45.

FISCAL IMPACT

The cost of the project was \$155,783.45 and was included in the Fiscal Year (FY) 2020-2021 budget

ATTACHMENTS

Attachment A – Royal Oaks Parking Lot Improvement Photos

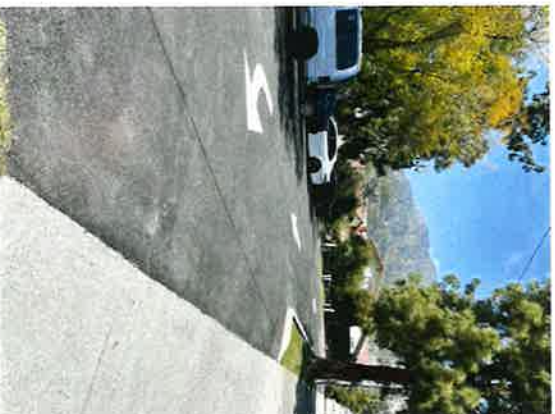
**Park Improvements at Royal Oaks Park
Attachment A**



Eastern Parking Lot - Before



Western Parking Lot - Before





Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 11, 2021

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Resolution No. 21-06, Authorizing the City to Join the Fire District Association of California Employment Benefits Authority

RECOMMENDATION: It is recommended that the City Council adopt Resolution No.21-06, authorizing the Mayor to execute the agreement and the City would become a member of the JPA, enabling access to the group rates for certain health and welfare benefits.

FISCAL IMPACT: No fiscal impact

DISCUSSION/ANALYSIS

The City has been working with Keenan & Associates for the past year to reassess the City's health benefits. Keenan & Associates made a proposal for the City to join the Fire District JPA, which would generate savings for the City and the employees. The City is able to participate in the JPA, because we are a government entity. The City has been pre-approved for membership, should it decide to join the JPA and take advantages of the economies of scale savings offered by the JPA.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 21-06, authorizing the Mayor to execute the agreement and the City would become a member of the JPA, enabling access to the group rates for certain health and welfare benefits.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

Resolution No. 21-06

**FIRST AMENDED JOINT POWERS AGREEMENT OF
FIRE DISTRICTS ASSOCIATION OF CALIFORNIA
EMPLOYMENT BENEFITS AUTHORITY**

This First Amended Joint Powers Agreement (the initial Joint Powers Agreement and this First Amended Joint Powers Agreement are collectively referred to as the “Agreement”) is made and entered into in the County of Sacramento, State of California, by and among various public agencies, hereafter collectively referred to as “Agencies” and individually as “Agency” who have or may hereafter execute this Joint Powers Agreement pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Agencies who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provides that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to hospital, medical, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53202.2 provides that a public agency may prescribe such rules, regulations and procedures as are necessary to properly implement a system to administer the provision of such health and welfare benefits; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, Government Code Section 53206 provides that a public agency may pay the premiums, charges or other costs of health and welfare benefits from amounts derived from either employer contributions, employee payroll deductions, or both, directly to the contracting insurers or service organizations providing such health and welfare benefits; and

WHEREAS, each of the parties hereto has the power to establish, administer, operate, manage and pay for health and welfare benefits for their respective existing and retired officers, employees, and members of its legislative body, in addition to other powers which are common to each of them; and

WHEREAS, each of the Agencies which are parties to this Agreement desire to join together with other Agencies in order to collectively establish, operate, manage, and administer health and welfare benefits for their existing and retired officers, employees, and members of its legislative body, either through collectively self-funding the cost of such health and welfare benefits, jointly purchasing insurance programs, benefits and services to provide such health and welfare benefits, or some combination thereof; and

WHEREAS, each of the Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq., to coordinate the organization, management, administration and operation of health and welfare benefit programs for the benefit of its existing and retired officers, employees and members of its legislative body; and

WHEREAS, the Fire Districts Association of California is a non-profit public benefit corporation organized and existing to assist and promote the interests of its member Agencies which are public agencies in California providing one or more of the following services to the public: (1) fire suppression services; (2) emergency medical services; (3) hazardous material response services; (4) medical transport and ambulance services; (5) rescue services; and

WHEREAS, it is the desire of the Agencies which have executed this Agreement to enter into this First Amended Agreement to better define the existence, functions, and operations of this Joint Powers Authority and to specify a continuing working relationship between the Authority and the Fire Districts Association of California for the benefit of member Agencies of the Authority; and

WHEREAS, Section 14 of this Agreement provides that this agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement; and

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to establish this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

SECTION 1: PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the FIRE DISTRICTS ASSOCIATION OF CALIFORNIA EMPLOYMENT BENEFITS AUTHORITY (the “FDAC Employment Benefits Authority” or the “Authority”) for and with the purpose of establishing, operating, managing, and administering health and welfare benefit programs for existing and retired employees, officers, and members of legislative body of Agencies who execute this Agreement. This Agreement is entered into by Agencies in order to jointly fund and develop programs to provide health and welfare benefits for participating member Agencies either through a program of collective self insurance, the purchase of insurance coverages and/or programs, or a combination thereof. It is the further purpose of this Agreement to make more efficient use of the common powers of participating member Agencies to design, establish, acquire, purchase, fund, operate and administer health and welfare benefit programs for the benefit of existing and retired officers, employees, and members of the legislative body of participating member Agencies to increase the efficiency and decrease the cost of such health and welfare programs. To achieve such purposes, the Authority and its participating member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the establishment, operation and administration of particular health and welfare benefit programs including, but not limited to hospital insurance, medical insurance, surgical insurance, long term and short term disability insurance, legal expense insurance, dental insurance, vision insurance, life insurance, and income protection insurance or benefits. These purposes shall be accomplished through a joint exercise of powers by said Agencies pursuant to the terms of this Agreement and the creation of a separate Joint Powers Authority.

SECTION 2: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Fire Districts Association of California Employment Benefits Authority (FDAC Employment Benefits Authority). A notice of this Agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

SECTION 3: MEMBERSHIP

Each Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided

pursuant to the California Emergency Services Act (Government Code section 8550 et seq.). “Emergency” is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

SECTION 4: PARTIES TO AGREEMENT

Each Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Agencies who have signed this Agreement, and, in addition, with each Agency which may later be added as a party to and may sign this Agreement. Each Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Agency’s intent to contract as described above with the then remaining Agencies.

SECTION 5: TERM OF AGREEMENT

After becoming effective upon the execution of the initial signatory Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Agencies; and shall become effective as to Agencies who later execute this Agreement upon approval of the Agencies membership by the Board of Directors of the Authority, execution of this Agreement by the Agency and by the Authority, and by payment by the Agency of its initial contribution for participation in one or more health and welfare benefit programs offered by the Authority.

SECTION 6: POWERS OF THE AUTHORITY

The Authority shall have all the powers common to its participating Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, and administration of health and welfare benefit programs for the benefit of existing and retired officers, employees, and members of the legislative body of participating member Agencies. This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees and/or to contract for services from third party consultants;
- (c) to incur debts, liabilities and obligations;
- (d) to acquire property by gift, grant, exchange, devise, or purchase;
- (e) to hold, lease, convey, sell, encumber, or dispose of property;

- (f) to sue and to be sued in its own name;
- (g) to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- (h) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- (i) obtain in its own name all necessary permits, licenses, opinions and rulings;
- (j) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (k) exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

SECTION 7: BOARD OF DIRECTORS

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of five members, each of whom is appointed by a member Agency which is elected by a majority vote of participating member Agencies as specified in the By-laws. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 8: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select health and welfare benefit programs including, but not limited to, hospital insurance, medical insurance, surgical insurance, long term and short term disability insurance, legal expense insurance, dental insurance, vision insurance, life insurance, and income protection insurance or benefits to be offered by this Joint Powers Authority to existing and retired officers, employees, and members of the legislative body of participating member Agencies.

- (c) Contract for or develop various services for the Authority including, but not limited to, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services.
- (d) Appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage to carry out the programs offered by the Authority.
- (f) Fix and collect contributions from participating member Agencies in consideration for participation in the health and welfare benefit programs offered by the Authority to such participating member Agencies.
- (g) Deposit all funds received in separate bank accounts in the name of FDAC Employment Benefit Authority.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, and defense of all claims for health and welfare benefits which are the liability of participating member Agencies during their period of membership in and participation in this Authority.
- (j) Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Provide administrative services, consulting services, claims management services, financial services, accountancy and actuarial services, legal representation and other services necessary or proper to carry out the purposes of the Authority either through its own employees or by contract with one or more third parties.
- (l) Purchase liability insurance, directors and officer's liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the participating member Agencies.
- (m) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.
- (n) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of the Authority.
- (o) Establish policies and procedures for the operation of the Authority.
- (p) Enter into any and all contracts or agreements necessary or appropriate to carryout the purposes and functions of the Authority.

SECTION 9: RESTRICTIONS ON POWER

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509.

SECTION 10: ADMINISTRATIVE SERVICES

Pursuant to California Government Code Section 6506, the Fire Districts Association of California, a California non-profit public benefit corporation, shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis. In consideration for such services the Fire District Association of California may charge the Authority an annual administrative fee as may be agreed upon from time to time by the Board of Directors of the Authority and the Board of Directors of the Fire District Association of California, as set forth in the Bylaws of the Authority.

SECTION 11: BYLAWS

The Bylaws of the FDAC Employment Benefits Authority, a copy of which is attached hereto and marked Exhibit A, are hereby incorporated into this Agreement and made a part hereof. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The FDAC Employment Benefits Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

SECTION 12: WITHDRAWAL OR INVOLUNTARY TERMINATION

Any Agency, after completing three full calendar years as a participating member Agency, may voluntarily withdraw from membership as provided in the Bylaws; or an Agency may be involuntarily terminated as a provided in the Bylaws. Such withdrawal or involuntary termination by any participating member Agency shall not terminate this Agreement as to the remaining participating member Agencies or the existence of the Authority. Said withdrawing or terminated Agency shall remain subject to any and all outstanding obligations arising out of any benefit program agreement to which said withdrawn or terminated Agency is a signatory.

SECTION 13: TERMINATION OF FDAC EMPLOYMENT BENEFITS AUTHORITY

The FDAC Employment Benefits Authority may be terminated at any time upon the Agreement of two-thirds of the then participating member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

SECTION 14: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Agencies then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating member Agencies, any member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 15: ENFORCEMENT

The FDAC Employment Benefits Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Agency which has signed this Agreement, the Agency agrees to pay such sums as the court may fix as attorney fees and costs in said action.

SECTION 16: NON-LIABILITY OF MEMBER AGENCIES AND THE FIRE DISTRICTS ASSOCIATION OF CALIFORNIA

Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any member Agency, or any officer, employee or member of the legislative body thereof, or upon the Fire Districts Association of California, a non profit corporation, or any of its employees, officers, or directors, for the payment of any benefits claimed pursuant to the health and welfare benefit programs offered by the Authority to its participating member Agencies, the sole recourse of claimants being against funds of those insurance programs and/or self funded programs administered by the Authority for the payment of such benefits. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FDAC Employment Benefits Authority shall not be the debts, liabilities or obligations of the Districts which are parties to the Joint Powers Agreement or of the Fire Districts Association of California, unless assumed in a particular case by resolution of the legislative body of a participating member Agency pursuant to specific benefit program agreements that the participating member Agency anticipates entering into in accomplishing the purposes of the Authority.

SECTION 17: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director,

officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 18: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees.

SECTION 19: MISCELLANEOUS PROVISIONS

(a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each participating member Agency in the same manner as if such parties had been expressly named herein.

(b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

SECTION 20: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Name of Public Agency)

By: _____
Mayor

By: _____
Mayor Pro Tem

EXECUTION BY FDAC EMPLOYMENT BENEFITS AUTHORITY

The FDAC Employment Benefits Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agency named above as a member Agency in FDAC Employment Benefits Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on _____, 20____.

FDAC EMPLOYMENT BENEFITS AUTHORITY

By: _____
Mayor

By: _____
Mayor Pro Tem

**BYLAWS
OF
FIRE DISTRICT ASSOCIATION OF CALIFORNIA
EMPLOYMENT BENEFITS AUTHORITY**

THESE BYLAWS shall govern the operation and conduct of the business and affairs of the Fire District Association of California Employment Benefits Authority (hereinafter “FDAC Employment Benefits Authority” or the “Authority”).

**ARTICLE I
MEMBERSHIP**

A. Eligibility

Any public agency organized under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services, (4) medical transport and/or ambulance services, including emergency transportation services; (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code section 8550 et seq.) is eligible for membership in FDAC Employment Benefits Authority subject to approval of its membership by the FDAC Employment Benefits Authority Board of Directors. For the purposes of these Bylaws “Emergency” means a condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage.

B. Participating Member

A “participating member agency” or “Member”, as that phrase is used herein is any eligible public agency in the State of California whose participation in FDAC Employment Benefits Authority has been approved by the members of its legislative body and the Board of Directors of FDAC Employment Benefits Authority; which has executed the Joint Powers Agreement of which these Bylaws are a part; which maintains compliance with the Underwriting Criteria of the Authority throughout the term of its membership, as determined by the Board of Directors, and which has paid all contributions and fees required for those health and welfare benefit programs offered by FDAC Employment Benefits Authority in which the participating member agency is enrolled.

C. Successor Members

Should any participating member agency reorganize in accordance with the statutes of the State of California, its successor in interest, or successors in interest, may be substituted as a participating member agency subject to approval by the members of its legislative body and the Board of Directors of FDAC Employment Benefits Authority.

D. Authority of Members

All participating member agencies shall have the right to vote, as set forth in these Bylaws, on the election of participating member agencies to select a director to serve on the Board of Directors of the FDAC Employment Benefits Authority, on the disposition of all or substantially all of the assets of FDAC Employment Benefits Authority, on any merger and its principal terms and any amendments of those terms, and on any election to terminate FDAC Employment Benefits Authority. Only participating member agencies in good standing are entitled to cast one vote on each such matter submitted to a vote of the Members. Participating member agencies who have maintained compliance with the Authority's Underwriting Criteria, as determined by the Board of Directors, who have timely paid the required contributions, fees and assessments in accordance with these Bylaws and the policies and procedures of FDAC Employment Benefits Authority, and who are not suspended as members, shall be members in good standing.

E. Admission Fee

Any agency approved for participation in FDAC Employment Benefits Authority after the effective date of the Joint Powers Agreement and these Bylaws may be required to pay an admission fee in such amount as may be established from time to time by the members of the Board of Directors of FDAC Employment Benefits Authority.

F. Annual Membership Meeting

An Annual Membership Meeting shall be held after the close of each fiscal year at such time, on such date, and at such place as shall be determined by the Board of Directors. The Secretary shall furnish to each participating member agency a written notice of the time, place and date of the annual meeting at least thirty (30) days before the date of the meeting. At each Annual Membership Meeting, the President shall submit a status report with respect to each of the health and welfare benefit programs offered by FDAC Employment Benefits Authority, a report of the claims experience within each such program, and an audited financial report for FDAC Employment Benefits Authority for the preceding fiscal year.

G. Membership Meeting Quorum Requirement

Fifty Percent plus one (50% plus one) of the total authorized number of participating member agencies shall constitute a quorum for the transaction of any item of business by the Members. If a quorum is present, the affirmative vote of a majority of the Members represented at the meeting entitled to vote and voting on any matter, shall be deemed an act of the Members. Each Member shall be entitled to one vote. No Member shall have the right to vote by means of a proxy.

H. Special Meetings

The Board, or the President of the Board, or five percent (5%) or more of the participating member agencies may call a special meeting of the Members for any lawful purpose at any time. Such a special meeting may be called by written request, specifying the general nature of the business proposed to be transacted and addressed to the attention of and submitted to the President of the Board. The President shall direct the Administrator to cause notice to be given promptly to the Members stating that a special meeting will be held at a specified time and date fixed by the Board. No business other than the business that was set forth in the notice of the special meeting may be transacted at a special meeting.

I. Notice of Meetings

Whenever member agencies are required or permitted to take any action at a meeting, written notice of the meeting shall be given to each Member entitled to vote at that meeting. The notice shall specify the place, date and hour of the meeting and the means of electronic transmission by and to the Authority or electronic video screen communication, if any, by which Members may participate in the meeting. For the Annual Membership Meeting, the notice shall state the matters that the Board intends to present for action by the Members. For a special meeting the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

1. Notice Requirements. Written notice of any membership meeting shall be given at least ten (10) but no more than ninety (90) days before the meeting date either personally, by first class registered or certified mail, by electronic transmission, addressed to each Member entitled to vote at the address of that member agency's principal office.

2. Electronic Notice. Notice given by electronic transmission by the Authority shall be valid if delivered by either (a) facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address for that member agency on record with

the Authority; (b) posting on an electronic message board or network that the Authority has designated for such communications, together with a separate notice to each member agency of the posting; or (c) any other means of electronic communication. Such electronic communication must be directed to a recipient member agency which has provided an unrevoked consent to the use of electronic transmission for such communications; and which electronic communication creates a record that is capable of retention, retrieval and review by the Authority.

All such electronic communications shall include a written statement to the recipient member agency that such agency has the right to have the notice provided in non-electronic form and the recipient member agency may withdraw its consent to receive electronic communications in the place of written communications by providing written notice to the Authority of such withdrawal of consent.

Notice shall not be given by electronic transmission by the Authority if the Authority is unable to deliver two (2) consecutive notices to the member agency by that means, or otherwise becomes aware of the fact that the member agency cannot receive electronic communications.

J. Electronic Meetings

Member agencies not physically present in person at a meeting of members may, by electronic transmission by and to the Authority or by electronic video screen communication, participate in a meeting of members, either annual or special, and be deemed present in person and vote at such a meeting whether that meeting is to be held at a designated place, or in whole or in part by means of electronic transmission by and to the Authority or by electronic video screen communication with participating member agencies.

Annual and special meetings of the Members may be conducted in whole or in part by electronic transmission by and to the Authority or by electronic video screen communication if the following criteria are satisfied: (1) the Authority implements reasonable procedures to provide member agencies attending in person a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Members, including an opportunity to hear the proceedings of the meeting including comments of member agencies participating by means of electronic communication, substantially concurrently with such proceedings; and (2) if any member agency votes or takes other action at the meeting by means of electronic transmission to the Authority or electronic video screen communication, that a record of that vote or action is maintained by the Authority; and (3) in order to conduct electronic meetings the Authority must request Members to

provide written consent to conduct meetings of Members by electronic transmission. Such request for consent shall include a notice that absent consent of the member agency such meeting shall be held at a physical location in accordance with the provisions of these Bylaws.

K. Solicitation of Written Ballots from Members

All solicitations of votes by written ballot, whether by means of electronic communication or first class mail, shall: (1) state the number of responses needed to meet the quorum requirement; (2) state, with respect to ballots other than for election of directors, the percentage of approvals necessary to pass the measure or measures; and (3) specify the time by which the written ballot must be received by the Authority in order to be counted. Each written ballot so distributed shall: (1) set forth the proposed action; (2) give member agencies an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time in which to return the ballots to the Authority either electronically or by first class mail.

L. Number of Votes Required for Approval

Approval by written ballot shall be valid only when (1) the number of votes cast by written ballot either by means of electronic communication or first class mail within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action; and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting of members, i.e. 50% plus one of those participating member agencies casting written ballots either electronically or by first class mail.

ARTICLE II BOARD OF DIRECTORS

A. Powers

The business and affairs of FDAC Employment Benefits Authority shall be managed, and all powers of this Joint Powers Authority shall be exercised by or under the direction of the Board of Directors. The specific powers of the Board of Directors in managing the affairs of this Joint Powers Authority are specified in the Joint Powers Agreement.

B. Election of Directors

The Board of Directors shall consist of five directors selected by those participating member agencies which are elected by those member agencies who have executed the Joint Powers Agreement and are participating in the FDAC Employment Benefits Authority. A majority of the authorized number of directors shall be appointed by elected participating member agencies with the power to provide fire suppression services. The remaining number of authorized directors shall be appointed by any elected participating member agency. The election of participating member

agencies shall take place by a written ballot in each odd-numbered year as specified below. At the election of participating member agencies designated to select individuals to serve as directors on the Board of Directors, each participating member agency shall have one vote for each Board position to be filled at that election among those participating member agencies nominated to be elected. Those participating member agencies receiving the greatest number of votes corresponding to the number of Board positions to be filled at such election shall each designate one individual to serve as a director on the Board of Directors.

When a participating member agency is elected and selects an individual to serve as a director on the Board of Directors, at that time, and at all times thereafter, that individual designated to serve as a director on the Board of Directors must be, and must continue to be during his/her entire term of office, either a member of the Board of Directors of the participating member agency or a management employee of that participating member agency. In each instance, the appointing participating member agency shall certify to the FDAC Employment Benefits Authority the person who has been appointed by that participating member to serve as a director on the Board of Directors of the FDAC Employment Benefits Authority. The appointing district may change its representative to serve as a director on the Board of Directors at any time by certifying to the FDAC Employment Benefits Authority the name and position of the new representative designated by that participating member agency to serve as a director on the Board of Directors, which designation shall be effective no earlier than five days after mailing of such a certificate. Only one director from any participating member agency may serve on the Board of Directors at the same time.

Each director shall serve for a term of four years which term shall commence January 1 of the year following written ballot election. The members of the Board of Directors serve staggered 4-year terms. The written ballot of participating member agencies to elect districts to designate an individual to serve as a director on the Board of Directors shall take place every two years in order to maintain such staggered terms. A director may be selected or appointed to additional terms of office.

The following provisions shall apply to a written ballot procedure for election of districts to designate individuals to serve as directors on the Board of Directors:

1. Written notice of the use of a written ballot for election of participating member agencies to designate individuals to serve as directors on the Board of Directors in any odd-numbered year shall be sent either by registered mail or electronic mail to each participating

member agency no later than 120 days prior to the date scheduled for such election. Said notice shall: (a) inform each participating member agency of the positions to be filled on the Board of Directors at such election; (b) inform each participating member agency of its right to nominate participating member agencies to select an individual to serve in any director position to be filled at such election; (c) inform each participating member agency regarding those board seats up for nomination for which nominations are limited to those participating members agencies with fire suppression powers, to ensure that a majority of board members are selected by member agencies with fire suppression powers pursuant to Article II Section B above; and (d) inform participating member agencies that nominations may be made by filing with the Administrator of FDAC Employment Benefits Authority at least sixty (60) days prior to the date scheduled for such election, a letter making such nomination. A participating member agency can be nominated for only one position on the Board of Directors at each election.

When the nomination period for participating member agencies to select directors is closed, a written ballot specifying all member agencies nominated shall be distributed to each participating member agency in good standing as of that date. The form of written ballot and any related material may be sent by electronic transmission by the Authority, and completed ballots may be returned to the Authority by electronic transmission by participating member agencies that meet the requirements of Article I, sections G through L of these Bylaws. If a member agency does not consent to electronic communication their form of written ballot will be mailed to such participating member agency no later than 45 days prior to the date scheduled for such election. Said written ballot shall indicate that each participating member agency may return the ballot by electronic communication or first class mail to the principal business address of FDAC Employment Benefits Authority and that only those written ballots received either electronically or by mail prior to close of business on the date designated for the election shall be valid and counted. Written ballots received after the specified date shall not be counted.

2. All solicitations of votes by written ballot shall: (1) state the number of responses needed to meet the quorum requirement; (2) state, with respect to ballots for election of participating member agencies to designate individuals to serve as directors, that those nominee member agencies receiving the highest number of votes for each Board position subject to election will be certified as elected and qualified to designate an individual to serve as Director in that Board position.

Election of a nominee to a Board position shall be valid only when: (1) the number of votes cast by written ballot, transmitted either electronically or by first class mail, within the time specified, equals or exceeds the quorum required to be present at a meeting of Members authorizing such action, and (2) the number of written ballots approving the election of a nominee equals the number of votes that would be required for election of a nominee at a meeting of the member agencies; i.e. the nominee receiving the highest number of votes for each Board position subject to election.

3. In the event of a tie vote, a supplemental written ballot containing only the names of those participating member agencies receiving the same number of votes shall be forwarded either by electronic communication or first class mail to each participating member agency in accordance with the written ballot procedures specified in these Bylaws. Those supplemental ballots received either by means of electronic communication or first class mail from participating member agencies prior to the close of business on the date designated in the ballot as the election date shall be considered valid and counted. All supplemental written ballots received after the designated date for the election will be deemed invalid. The district receiving the highest number of votes is entitled to designate an individual to serve as a director on the Board of Directors. In the event that the supplemental written ballot also results in a tie vote, the successful participating member agency candidate will be chosen by drawing by lot.

4. In the event there is only one nominee for a Board position to be filled at such election at the time the nomination period for participating number agencies to select directors is closed, no written ballots for that Board position shall be prepared or distributed, and such nominee shall be deemed to be duly elected to such Board position by acclamation of the member agencies.

C. Vacancy

Upon the death, resignation or ineligibility of any member of the Board of Directors, or upon the withdrawal or involuntary termination of the membership of any participating member agency that designated an individual to serve as a director on the Board of Directors, a vacancy shall occur. A member of the Board of Directors will become ineligible to serve as a director if that director is no longer a member of the Board of Directors or a management employee of a participating member agency in good standing with the FDAC Employment Benefits Authority. Such a vacancy in the Board of Directors shall be filled for the balance of the unexpired term by the appointment of an individual by the participating member agency that originally selected the deceased, resigned or ineligible director within thirty (30) days after the

occurrence of the vacancy. However, in the event that a participating member agency is no longer a member of FDAC Employment Benefits Authority or remains a participating member agency but does not fill the vacancy within thirty (30) days after the vacancy occurs, the vacancy in the Board of Directors shall be filled by the remaining members of the Board of Directors of the FDAC Employment Benefits Authority by appointment of a participating member agency to select an individual to serve as a director on the Board of Directors.

In the event no nominations are received for a position to be filled on the Board of Directors at a written ballot election conducted either by electronic communication or first class mail, a vacancy in that position shall occur upon the expiration of the term of the current member agency occupying the position subject to such election. Such a vacancy shall be filled for the entire balance of the new term by the Board of Directors of FDAC Employment Benefits Authority by appointment of a participating member agency which, in turn, will select a Board member or management employee of that participating member agency to serve as a member of the Board of Directors of FDAC Employment Benefits Authority.

D. Meetings of the Board of Directors

An organizational meeting of the Board of Directors shall be held as soon as possible after the commencement of each calendar year. This business shall be for the purpose of election of officers and transaction of other business as required.

Regular meetings of the Board of Directors shall be held at any place within the State of California that has been designated by the Board in the notice of the meeting.

Special meetings of the Board of Directors, for any purpose, may be called at any time by the President. Notice of the time and place of special meeting shall be given to each Director by (a) personal delivery of written notice; or (b) first class mail, postage prepaid; or (c) telephone, including voicemail; or (d) facsimile; or (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to each Director's last known address as shown on the records of FDAC Employment Benefits Authority. Notice of the special meeting must be provided 24-hours in advance of the meeting to all members of the Board of Directors. The notice should indicate that the meeting called is a special meeting, and shall state the time, place and business to be transacted at the meeting. No other business shall be considered at the special meeting.

Notice of any regular or special meeting of the Board of Directors need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent

to the holding of the meeting, or an approval of the minutes of the meeting. All such waivers, consents and/or approvals shall be filed with the Secretary and made a part of the minutes of the meeting.

All meetings of the Board of Directors, including regular, adjourned, and special meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (*Government Code* section 54956 et seq.).

E. Quorum and Required Vote

A quorum of at least three members of the Board of Directors must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the authorized number of members of the Board of Directors shall be required for any act or decision of the Board of Directors.

F. Board Meetings by Telecommunication

Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this section shall constitute presence in person at the meeting if both of the following apply: (1) each Board member participating in the meeting can communicate concurrently with all other members; and (2) each member of the Board is provided the means of participating in all matters before the Board, including the capacity to propose or interpose an objection to, a specific action to be taken by the Authority.

G. Expenses

The members of the Board of Directors shall be reimbursed for all reasonable and necessary travel expenses when required and incurred in connection with attendance at a meeting of the Board of Directors or a committee thereof. Travel expenses shall include all charges for transportation, meals, and lodging, other than first-class airfare. The cost of travel by private automobile shall be at a rate per mile established by the Board of Directors, but reimbursement for the cost of travel by automobile shall not exceed the applicable airfare charge.

ARTICLE III OFFICERS

At the first meeting of the Board of Directors, and thereafter at the first meeting following January 1 of each year, the Board of Directors shall elect a President, a Vice-President, and a Secretary to serve for a one-year term or until a successor is elected. Such officers shall serve at the pleasure of the Board of Directors. In the event the President, Vice-President, or Secretary so

elected ceases to be a member of the Board of Directors, the resulting vacancy in office shall be filled at the next regular meeting of the Board of Directors after such vacancy occurs.

The President shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors, and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. In his/her absence, the Vice-President shall carry out the duties of the President. The Secretary shall record the minutes of all meetings, prepare agendas, records and correspondence, attest documents requiring the execution by authorized representatives of FDAC Employment Benefits Authority, and to fulfill other duties normally required of the Secretary.

The Board of Directors shall appoint an Administrator who shall have general administrative responsibility for the activities of this Joint Powers Authority, and shall be responsible for all minutes, notices and records of meetings and shall perform such other duties as may be assigned by the Board of Directors. The Administrator shall serve as Treasurer of FDAC Employment Benefits Authority pursuant to *Government Code* section 6505.6, and perform those duties specified in *Government Code* section 6505.5.

ARTICLE IV CONTRIBUTIONS

A. Payment of Contributions

Each participating member agency shall comply with all enrollment requirements specified in the Authority's Underwriting Criteria, as determined by the Board of Directors. Each participating member agency shall pay to FDAC Employment Benefits Authority or its designee the monthly contributions for each health and welfare benefit program offered by FDAC Employment Benefits Authority during each Program Year in which the participating member agency is enrolled, calculated by FDAC Employment Benefits Authority or its designee.

Payment of each monthly contribution shall be delinquent if not received by FDAC Employment Benefits Authority or its designee by the close of business on the tenth day following the month for which payment is due.

B. Calculation of Contributions

The amount of the monthly contribution for each participating member agency for each health and welfare benefit program in which such Member is enrolled shall be calculated by reference to the FDAC Employment Benefits Authority rates for each health and welfare benefit program offered for each Program Year as adopted by the FDAC Employment Benefits Authority

Board of Directors based upon the advice, consultation and negotiations between the Board of Directors, the Authority's insurance brokers and consultants, and various providers of health and welfare benefit programs. Such program rates will be adopted by the Board of Directors for each health and welfare benefit program offered by the Authority on Program Year (calendar year) basis. The amount of the monthly contribution for each participating Member agency for each health and welfare benefit program in which such Member is enrolled for each Program Year shall be calculated by multiplying such Authority rates by the number and type of enrollees of that member agency as determined by the Authority's Underwriting Criteria. The Board of Directors has authority to modify the contributions so computed for any Member agency based upon criteria developed and established by the Board of Directors.

The Administrator will determine the contribution for each Member agency for all of its enrollees with respect to each health and welfare benefit program in which such Member is enrolled for the next Program Year, and shall promptly notify such Member of the amount of such contribution for each such benefit program in which such Member is enrolled in accordance with the FDAC Employment Benefits Authority Rate Policies. Open Enrollment material will be distributed to each Member agency in accordance with such Rate Policies.

ARTICLE V FINANCIAL AFFAIRS

A. Accounts and Records

FDAC Employment Benefits Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by good accounting practice. Books and records of FDAC Employment Benefits Authority shall be open to inspection at all reasonable times by authorized representatives of participating member agencies. Periodic financial reports shall be made to all participating member agencies.

B. Audit

FDAC Employment Benefits Authority shall obtain an annual certified audit of its accounts and records which audit shall be made by a certified public accountant and shall conform to generally accepted auditing standards. A copy of said report shall be filed as a public record with each of the participating member agencies. Such audit shall be obtained and filed within nine months after the end of the fiscal year under examination.

C. Fiscal Year

FDAC Employment Benefits Authority shall operate on the fiscal year commencing July 1 and ending on the following June 30.

D. Agency Funds

All funds received for the purposes of FDAC Employment Benefits Authority shall be utilized solely for the purposes of FDAC Employment Benefits Authority, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of FDAC Employment Benefits Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a public agency.

E. Contributions

Without in any way limiting the powers otherwise provided for in the Joint Powers Agreement, these Bylaws, or by statute, FDAC Employment Benefits Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Members, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for purposes consistent with the provisions of FDAC Employment Benefits Authority, which funds may be provided by any participating Members, their agents, or representatives.

ARTICLE VI

DIVIDENDS AND ASSESSMENTS

A. Dividends

Any surplus from the operation of FDAC Employment Benefits Authority may be distributed to the participating Member agencies under such terms and conditions as may be determined by the Board of Directors. The amount of any dividends shall be determined by the Board of Directors based upon appropriate actuarial information, including the cash reserves on hand, the reserves for unpaid claims, the reserves for incurred but not reported claims, the contributions paid and to be paid, the difference between revenues and expenses, and other relevant information.

B. Assessments

If, in the opinion of the Board of Directors, medical claims from employees of participating member agencies in a self-funded or self-insured program of the FDAC Employment Benefits Authority are of such a magnitude as to endanger the ability of FDAC Employment Benefits Authority to continue to meet its financial obligations in such self-funded or self-insured program, each Member agency which has participated in that FDAC Employment Benefits Authority self-funded or self-insured program during the current fiscal year and/or during any portion of the prior two fiscal years shall be assessed by the FDAC Employment Benefits Authority a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of FDAC Employment Benefits Authority to continue to meet its financial obligations in such self-funded or self-insured program. Each Member agency=s pro rata share of the total assessment shall be in the same proportion as the total contributions paid by that agency into that self-funded or self-insured plan during the current fiscal year and the last two fiscal years bear to the total contributions paid by all participating Member agencies in that self-funded or self-insured program during that period of time. Failure of any participating Member agency to pay any regular contribution or assessment when due shall be cause for the involuntary termination of that agency=s membership in FDAC Employment Benefits Authority. Such assessment shall be a debt due by each Member agency which has participated in that self-funded or self-insured program of FDAC Employment Benefits Authority during said three-year period.

ARTICLE VII

TERMINATION OF MEMBERSHIP

A. Voluntary Termination of Membership in a Program

After completing three full calendar years of participation in any health and welfare benefit program offered by FDAC Employment Benefits Authority, any participating Member agency may voluntarily withdraw or terminate its participation in such a program effective at the beginning of the next calendar year by sending to the Authority a written Notice of Intention to Withdraw from a program no later than August 15 of the current year. No withdrawal shall become effective until the beginning of the next calendar year. A Member may rescind its Notice of Intention to Withdraw by filing written notification of such rescission with the Authority no later than October 1 of the current year.

A Member agency voluntarily withdrawing and/or terminating its membership in any health and welfare benefit program offered by the Authority shall remain liable to the

Authority for all contributions and assessments levied in any program in which such Member was enrolled that may become due pursuant to the terms of this terms of the Joint Powers Agreement, these Bylaws, or Authority policies. No participating member agency that has voluntarily withdrawn or terminated its membership in any health and welfare benefit program offered by the Authority shall be entitled to any refund of contributions or to any return of loss reserve contribution by virtue of its participation in such program. Any participating member agency that has voluntarily withdrawn or terminated its membership in any program offered by the Authority shall also continue to be liable for any assessments levied by the Authority pursuant to these Bylaws or Authority policies after the date of such agency's withdrawal and/or termination of membership in a program that pertains to a year during which the withdrawn or terminated member agency was a participating member agency in such program offered by the Authority.

Any participating member agency that voluntarily withdraws or terminates its participation in any program offered by the Authority shall be entitled to receive its pro rata share of any dividends declared by the Board of Directors for that particular program after the date of its withdrawal and/or termination that pertains to a year during which the withdrawn or terminated Member agency was a participating member agency in such program offered by the Authority.

B. Voluntary Withdrawal from the Authority

After completing three full calendar years of participation in FDAC Employment Benefits Authority, any participating member agency may voluntarily withdraw from FDAC Employment Benefits Authority at the end of any calendar year by sending to the Authority a written Notice of Intention to Withdraw its membership in the Authority no later than August 15 of the current year. No withdrawal shall become effective until the beginning of the next calendar year. A Member may rescind its Notice of Intention to Withdraw by filing written notification of such rescission with the Authority no later than October 1 of the current year.

A Member agency voluntarily withdrawing and/or terminating its membership in the Authority shall remain liable to the Authority for all contributions and assessments levied in any program in which such Member was enrolled that may become due pursuant to the terms of the Joint Powers Agreement, these Bylaws or Authority policies. No participating member agency that has voluntarily withdrawn or terminated its membership in the Authority shall be entitled to any refund of contributions or to any return of loss reserve contribution by virtue of its participation

in the Authority. Any participating member agency that has voluntarily withdrawn or terminated its membership in the Authority shall continue to be liable for assessments levied by the Authority, and shall continue to be entitled to receive its pro rata share of any dividends declared by the Board of Directors pursuant to the provisions of Article VII Section A above.

C. Involuntary Termination of Membership in the Authority

Any participating member agency may be involuntarily terminated as follows for any of the following reasons:

1. Failure to pay any contribution, surcharge or assessment when due.
2. Failure to maintain compliance with the Authority's Underwriting Criteria as determined by the Board of Directors.
3. Failure to comply promptly with any requirements established by the FDAC Employment Benefits Authority Board of Directors concerning loss control or other programs or procedures of the agency.
4. Failure to comply with the Bylaws or any other policies or procedures established by the FDAC Employment Benefits Authority Board of Directors.
5. Failure to sign any properly adopted amendment to the Joint Powers Agreement when requested to do so.
6. For cause, based upon a determination by the Board of Directors that such cause is detrimental to the FDAC Employment Benefits Authority and/or to the effectiveness of any of the health and welfare benefit programs offered by the Authority.

In the event a participating member agency fails to pay any contribution, surcharge, or assessment when due, or fails to comply with any of the other membership requirements specified in these Bylaws or Authority policies FDAC Employment Benefits Authority may immediately mail to the delinquent agency a notice stating the delinquency and stating that coverage by FDAC Employment Benefits Authority will be canceled and terminated upon a date not less than thirty (30) days thereafter unless during that period of time the stated delinquency is corrected. Termination will be effective pursuant to the notice if the delinquency is not corrected within the time stated.

Involuntary terminations may also be effected by FDAC Employment Benefits Authority giving written Notice of Intention to Terminate to the participating member agency upon

a date not less than thirty (30) days thereafter for the reason or reasons set forth in the notice. The termination may be effective upon the date set forth in the notice unless prior to that effective date the participating member agency being terminated requests a hearing by the Board of Directors of FDAC Employment Benefits Authority. At the hearing evidence will be received regarding the reasons for the termination and the reasons why the termination should not be completed. After such hearing, the vote of four (4) members of the FDAC Employment Benefits Authority Board of Directors shall be required to terminate a participating member agency as a member of the Authority. If, following the hearing, the FDAC Employment Benefits Authority Board of Directors decides to involuntarily terminate the participating member agency, then FDAC Employment Benefits Authority shall give such agency thirty (30) days written notice of its decision to involuntarily terminate such Member after hearing and the effective date of the termination. If no request for hearing by the Board of Directors is received, then the termination shall be effective upon the date set forth in the Notice of Intention to Terminate. A terminated Member agency shall remain liable to FDAC Employment Benefits Authority for all contributions and assessments that may become due as a result of its membership in FDAC Employment Benefits Authority and/or its participation in any of the health and welfare benefit programs offered by the Authority.

All notices provided for above shall be mailed “certified mail, return receipt requested”.

D. Payment Upon Involuntary Termination

Any Member agency which is involuntarily terminated from FDAC Employment Benefits Authority shall have no residual rights in any funds or other assets of FDAC Employment Benefits Authority, whether or not resulting from participation by the Member agency, and the Member agency shall continue to be responsible for the amount of any costs, contributions, liabilities, assessments, surcharges or contingencies required because of the Member agency’s participation in FDAC Employment Benefits Authority or any of its health and welfare benefit programs as set forth in these Bylaws. An involuntarily terminated Member agency shall not be entitled to share in any dividends declared in any program offered by the Authority during those years in which the involuntarily terminated Member agency was a participant in that program.

ARTICLE VIII INSURANCE

The Authority shall have the right, and shall use its best efforts to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any Officer, Director, employee, or agent in such capacity or arising from the Officer's, Director's, employee's or agent's status as such.

The Authority shall maintain, at a minimum, the following insurance policies:

- (1) a general liability insurance policy protecting the Authority and its directors, officers and employees from damage claims by third parties alleging personal injury and/or property damage;
- (2) Director's and Officer's Liability Coverage with Fiduciary Liability and Employee Dishonesty endorsements;
- (3) a fidelity bond covering employees and/or agents of the Authority as deemed necessary and reasonable by the Board of Directors.

ARTICLE IX TERMINATION OF FDAC EMPLOYMENT BENEFITS AUTHORITY

Upon termination of FDAC Employment Benefits Authority pursuant to the Joint Powers Agreement, provision shall be made for the payment of all known claims in each of the health and welfare benefit programs offered by the Authority; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by any insurance coverage or coverage program provided by FDAC Employment Benefits Authority to a Member agency and occurring during its period of coverage by FDAC Employment Benefits Authority; and for the payment of all debts, liabilities, administrative expenses and obligations of FDAC Employment Benefits Authority. After having paid or made provision for all such matters, FDAC Employment Benefits Authority shall pay to each Member agency who was a member of FDAC Employment Benefits Authority at the time of termination its pro rata share of the remaining assets of FDAC Employment Benefits Authority. An agency's pro rata share shall be in the same proportion as the total contributions paid by that agency to FDAC Employment Benefits Authority during its period of participation in any or all of the programs offered by the Authority bears to the total contributions paid to FDAC Employment Benefits Authority during its period of operation by all

agencies participating in any or all of the programs offered by the Authority and who are members of FDAC Employment Benefits Authority at the time of termination.

ARTICLE X AMENDMENTS

Participating member agencies in good standing may propose amendments to the Bylaws to the Board of Directors of the FDAC Employment Benefits Authority at any time by submitting a written request for amendment of the Bylaws to the Administrator together with proposed language constituting the requested Bylaws amendment. The Board of Directors will agendaize at its next regular Board meeting consideration of the proposed amendment to the Bylaws, and will make a determination as to whether the proposed amendment to the Bylaws would conflict in any way with the terms and provisions of the Joint Powers Agreement of the FDAC Employment Benefits Authority. If the Board of Directors determines that the proposed Bylaw amendment does conflict with the terms and provisions of the Joint Powers Agreement, then the Board of Directors shall so notify the participating member agency requesting the Bylaw amendment of that fact and of the Board's determination that the proposed Bylaw amendment will not be submitted to a vote of the participating member agencies due to such conflict.

Should the directors determine that the proposed Bylaw amendment does not conflict with the terms and provisions of the Joint Powers Agreement, or should the Board of Directors determine to propose an amendment to the Bylaws, the Board of Directors shall schedule a written ballot election to be conducted by means of electronic communication or first class mail in the same manner as specified in Articles I and II of these Bylaws for written ballot elections conducted pursuant to annual or special meetings of member agencies. The Board of Directors shall have the discretion to shorten the time period specified in Article II for a written ballot election to approve or disapprove a proposed Bylaw amendment. The form of written ballot for a proposed Bylaw amendment shall be sent by electronic communication pursuant to Article I, sections G through L of these Bylaws to each participating member agency no later than 30 days prior to the date scheduled for the written ballot election, shall contain the Bylaw amendment language proposed by a participating member agency or the Board as the case may be, and shall contain boxes in which participating member agencies may indicate approval or disapproval of the proposed Bylaw amendment. Approval of a Bylaw amendment by written ballot shall be valid

only when (1) the number of votes cast by ballot, either by means of electronic communication or first class mail within the time specified equals or exceeds the quorum required to be present at a membership meeting authorizing the action (50% plus one of participating member agencies); and (2) the number of approvals equals or exceeds 50% plus one of the number of votes cast by written ballot.

A participating member agency proposing a Bylaw amendment, the Board of Directors of the FDAC Employment Benefits Authority, and any other participating member agency may each submit an argument not to exceed one page in length, setting forth reasons for adoption or rejection of the proposed Bylaw amendment. All such ballot arguments shall be received by the Administrator on or before the date of transmitting the written ballot for a proposed Bylaw change to all participating member agencies by means of electronic communication or first class mail. Such ballot arguments shall be communicated electronically or by first class mail together with a written ballot to all participating member agencies. The submission of such a written ballot argument is voluntary.

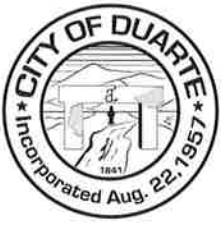
ARTICLE XI EFFECTIVE DATE

These Bylaws shall become effective immediately upon the effective date of the Joint Powers Agreement. Any amendments to these Bylaws shall be effective immediately upon confirmation of a majority vote of a quorum of member agencies casting written ballots in favor of the proposed Bylaw amendment.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of FDAC Employment Benefits Authority, California Joint Powers Authority; these Bylaws, consisting of 20 pages are the Bylaws of this corporation as adopted by the Board of Directors of FDAC Employment Benefits Authority on, 2016; and that these Bylaws have not been amended or modified since that date. Executed on , 2016 at Sacramento, California

Secretary of
FDAC Employment Benefits Authority



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

May 11, 2021

Assemblymember Jesse Gabriel
California State Capitol
P.O. Box 942849
Sacramento, CA 94293

Re: AB 1053 (Gabriel) - Support

Dear Assemblymember Gabriel,

The City of Duarte is proud to support AB 1053 which will provide local governments with greater flexibility by lowering quorum requirements and improving transparency by allowing them to move more of their operations remotely.

Any county in California with two or more incorporated cities has a City Selection Committee (CSC). CSCs are used to appoint city representatives to different boards, commissions, or agencies. They are typically made up of the mayor or the mayor's appointee for each city that resides within the county.

In large counties like Los Angeles, the CSC is made up of 87 members. The challenge of getting a quorum with a committee as large as this is incredibly difficult. Failure to establish a quorum means that critical positions on transportation and air quality boards and commissions that are vital to local governance remain vacant.

In response to the COVID-19 pandemic CSCs have moved the majority of their operations remote, including meetings. However, they are still required to provide a set up for in-person comment in public buildings. In Los Angeles County, this requires 87 individual set-ups. This past year has shown that successful remote testimony is possible and easily accessed and the need for these in-person set-ups is increasingly waning.

For these reasons, the City of Duarte supports this bill.

Sincerely,

Bryan Urias, Mayor

cc: Raquel.Mason@asm.ca.gov

Mayor

Bryan Urias

Mayor Pro Tem

Margaret Finlay

Councilmembers

Samuel Kang

Toney Lewis

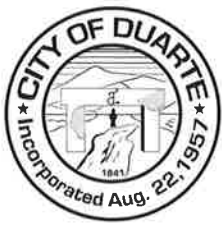
Tzeitel Paras-Caracci

Jody Schulz

Vinh Truong

City Manager

Daniel Jordan



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

May 11, 2021

The Honorable Nancy Skinner, Chair
California State Senate
Senate Budget and Fiscal Review Committee
State Capitol, Room
Sacramento, CA 95814

The Honorable Phil Ting, Chair
California State Assembly
Assembly Budget Committee
State Capitol, Room
Sacramento, CA 95814

Mayor
Bryan Urias

Mayor Pro Tem
Margaret Finlay

Councilmembers
Samuel Kang
Toney Lewis
Tzeitel Paras-Caracci
Jody Schulz
Vinh Truong

City Manager
Daniel Jordan

Re: Senate Budget Subcommittee Proposal for Water, Wastewater and Electric Utility Arrearages -
SUPPORT

Dear Senator Skinner and Assemblymember Ting:

On behalf of the City of Duarte, California we strongly urge the Legislature to include in the final budget the Senate's Budget Subcommittee's recommendation for \$1 billion to help customers with their unpaid water, wastewater and electric utility bills. This funding, which is part of the *Senate Budget Plan on Drought, Safe Drinking Water, Water Supply Reliability, and Ratepayer Assistance*, will provide significant relief for Californians as the state continues to grapple with the economic and personal effects of the COVID-19 pandemic. We thank Senate President pro Tem Atkins and the State Senate for its leadership on this important issue.

In California, there is a staggering amount of past due utility bills. As of November 2020, the State Water Resources Control Board estimated there is between \$600 and \$700 million in drinking water-related debt, and even more when including wastewater bills. In addition, there is more than \$300 million in unpaid bills to publicly owned electric utilities. These mounting arrearages are negatively impacting communities across the state, and they are continuing to grow.

In the City of Duarte our residents receive their drinking water services from California American Water, which is a community water system regulated by the California Public Utilities Commission. California American Water is offering customers structured payment plans to allow for longer payment periods but recognize that payment arrangements may not work for all customers and that direct financial assistance will be necessary to bring many water utility customers' accounts current. Our citizens at the lowest end of the socio-economic strata were among the very hardest hit by the pandemic. We are deeply concerned that utility bill arrearages have become a financial burden they will never be able to bear without further assistance.

There have been several efforts to date to provide utility bill relief to customers, including some funding from federal stimulus bills, but unfortunately these amounts continue to fall short of the overall need for unpaid utility bills. The Senate Budget Subcommittee's recommendation would provide \$1 billion in additional and dedicated funding for publicly owned electric utilities and water/wastewater agencies to work with their customers on arrearages and help them on their road to recovery.

Thank you in advance for your consideration of our comments. If you would like to discuss this further, please contact me at 626-357-7931.

Sincerely,

Bryan Urias, Mayor

Cc: The Honorable Gavin Newsom, Governor
The Honorable Toni Atkins, Senate President pro Tempore
The Honorable Anthony Rendon, Speaker of the Assembly
The Honorable Bob Wieckowski, Chair, Senate Budget Subcommittee on Resources,
Environmental Protection and Energy
The Honorable Richard Bloom, Chair, Assembly Budget Subcommittee on Climate Crisis,
Resources, Energy, and Transportation
California American Water
California Water Association