

Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 10, 2022

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks & Recreation

BY: Susie Perez, Recreation Supervisor

SUBJECT: Proclamation of May 2022 as Older Americans Month and Recognition of Senior Center Volunteer of the Year Dennis Greenwell

RECOMMENDATION: Staff recommends that the City Council proclaim May 2022 as Older Americans Month and recognize this year's Senior Center Volunteer of the Year Dennis Greenwell

FISCAL IMPACT: None

BACKGROUND

Every May, the Administration for Community Living (ACL) leads the nation's observance of Older Americans Month (OAM) and the City of Duarte takes the opportunity to also recognize its older adults that have contributed volunteer hours to the Senior Center.

In 2022, ACL's focus is on aging in place – how older adults can plan to stay in their homes and live independently in their communities for as long as possible. With this year's theme of *Age My Way*, it serves as an opportunity for all of us to explore the many ways older adults can remain in and be involved with their communities. City Council is invited to proclaim May as Older American Month and recognize Dennis Greenwell as the Senior Center Volunteer of the Year.

DISCUSSION/ANALYSIS

The Senior Center Volunteer of the Year, Dennis Greenwell, is the perfect recipient and certainly fits the motto for this year's Older American theme, *Aging My Way*. He is one of our most active senior volunteers, overseeing both the Pickleball program three times a week and serving as our Tuesday Bingo Caller. Dennis always arrives early to set-up for his activities and stays after to ensure all of the program participants are satisfied with their experience. He volunteers an average of 12 hours weekly, 576 hours annually, saving the City over \$8,000.00 in staffing costs annually.

Dennis will be recognized via Zoom on Thursday, May 26 at the 2022 Los Angeles County's Board of Supervisors Annual Older Americans Recognition Day Awards ceremony. He was also

recognized during our Duarte Senior Center Volunteer Recognition Dinner on Friday, April 29, an invitation-only private event for our volunteers and their guests.

We thank Dennis for his efforts to support the betterment of our community. He is a true asset to the Senior Center and the community. His energy and smile are contagious, and he exemplifies the true meaning of selflessly supporting ageing in place.

RECOMMENDATION

Staff recommends that the City Council proclaim May 2022 as Older Americans Month and recognize this year's Senior Center Volunteer of the Year Dennis Greenwell.

FISCAL IMPACT

None

ATTACHMENTS

Older Americans Month Proclamation



Proclamation

OLDER AMERICANS MONTH

Whereas, the City of Duarte includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and

Whereas, the City of Duarte benefits when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

Whereas, the City of Duarte recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, the City of Duarte can work to build an even better community for our older residents by:

- *Planning programs that encourage independence.*
- *Ensuring activities are responsive to individual needs and preferences.*
- *Increasing access to services that support aging in place.*

WHEREAS, Dennis Greenwell has been chosen Outstanding Older American for the City of Duarte for 2022;

Now, therefore, the City of Duarte does hereby proclaim May 2022 to be Older Americans Month. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Mayor Margaret Finlay

ATTEST:

City Clerk Annette Juarez
Duarte, California

DATE: May 10, 2022



PARKS AND RECREATION STATUS REPORT May 2022

PROJECT/PROGRAM STATUS	
<u>PARKS AND TRAILS</u>	
Community Meeting #2 – Dog Park	The Department will be hosting a second Community Meeting on Saturday, June 4 at 10 AM at the Senior Center – 1610 Huntington Dr., to continue the discussion of possibly adding a Dog Park here in Duarte and review proposed conceptual designs. We invite residents to join us and provide their feedback related to this potential new City project.
Fish Canyon Trail Restoration Planning Update	The planning work pertaining to the Fish Canyon Trail Restoration Project is moving forward. Recently, staff concluded meeting with prospective professional service contractors to discuss the project's scope of work, timeframe, and secure professional references. Staff anticipates bringing forward a Professional Services Agreement at the next City Council Meeting for Council consideration.
<u>YOUTH AND SENIOR PROGRAMS</u>	
Summer Day Camp Registration Now Live	Registration is now live for the Department's two summer day camp programs, to be held at Royal Oaks and Duarte Parks. While the camps are only slightly different, in that one will travel off-site weekly, both will provide an atmosphere where youth can enjoy their summer break as they engage in games, arts and crafts, sports, and more! Space is limited and filling up fast so sign up today at ACCESSSDUART.COM .
<u>SPECIAL EVENTS</u>	
Community Yard Sale	The entire Duarte community is invited to come out and shop or sell at our upcoming Community Yard Sale on May 21 from 8 AM to 12 PM at the Senior Center Parking Lot. Vendor spaces are also still available for \$25 per space so those interested in selling should visit the Senior Center to complete the application process.
Memorial Dedication for Loyd Gibbons	As part of our National Bike Month celebration, we invite the community to join us in honoring the late Loyd Gibbons, of Loyd's Custom Bicycle Shop here in Duarte. For his long-standing bicycle business and contributions to the community, the City will hold an official dedication ceremony for Loyd's Bike Memorial on Tuesday, May 24. The ceremony will take place at 11: 30 AM on the Donald & Bernice Watson Recreation Trail, at the east end closest to Royal Oaks Park, with a reception to follow.

Save the Date:
Party in Duarte –
Summer Kick Off

On June 21, the Department will be hosting its first Party in Duarte - Summer Kick Off. The event will be held in the Civic Center parking lot, 1600 Huntington Dr., starting at 4 PM and feature; vendor booths, food for purchase, a DJ, free activities for youth, a live musical concert at 5 PM by the Smokin' Cobras. The Party will end with a Dive-In Movie in the Duarte Pool at 7:45 PM for a screening of *Encanto* (Advance registration required for Dive-In Movie at ACCESSSDUARTE.COM).



COMMUNITY DEVELOPMENT STATUS REPORT May 2022

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Annual Grid Tree Trimming	West Coast Arborist is in the process of the annual grid trim. This will be going on through mid-June. The grid map is attached.	
Huntington/ Highland Signal Upgrade	Construction to begin soon; equipment ordered construction Summer. This improvement will add left turn signal north and south bound, extend the westbound Huntington Drive turn pocket and remove unused westbound turn pocket.	
Annual Brush Clearance	The annual brush clearance is in process.	
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. Staff recently had a progress meeting with developer and architect. Plan are in Plan Check.	
Duarte Animal Hospital (2714 Huntington Dr.)	A building renovation is planned to upgrade the look of the building and to enclose the kennel area. Scheduled for May Planning Commission.	
Annual Striping Project	Annual project to upgrade pavement markings at the most needed locations in the city. Project will start in late May and continue through June.	
Annual Trench and Paving Repair	Annual citywide project to repair pavement throughout the city. Project will start in late May and continue through June.	
<u>DEVELOPMENT</u>		
New Hope Village	New 147 room hotel. The building is almost complete but the City of Hope facing supply chain issues with the delivery of furnishings. The hotel has opened.	
Esperanza at Duarte Station 1700 Fasana Road	MBK is building a 344 unit luxury apartment building; named Esperanza. Construction is progressing.	
The Residences at Duarte Station 1750 Fasana Road	MBK, developer of Building A will be building a phase II. The 292 unit development is called Solana and is adjacent, east to Esperanza. This building will also be the location of the “Duarte Station” sign that will be a icon, located on the roof of the building. Plans are in plan check.	
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. The development is open and leasing is going well.	

PROJECT/PROGRAM	STATUS
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces); Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building; and several other upcoming projects. Generator providing temporary power has allowed Village Rd. signal to begin operation. Assisting City of Hope with SCE and Metro to gain cooperation to install permanent power.
Westminster Gardens	The owner HumanGood has met with Staff over the past few months discussing a major amendment to the existing specific plan. The concept is to develop the corner of Huntington Drive and Santo Domingo with a mixed use building and to expand the current Life Plan Community by at least 300 units. Application filed for a restoration of Morrison House. This project will start prior to the Specific Plan. Environmental work and an historical analysis are now in process.
Town Center North Liquor Store Corner	Staff has put the existing deal with Arbor Capital Group on hold for a variety of reasons, including the developer's inability to get agreement with other property owners on required parking lot upgrades and because the Rita Aid property is for sale and a more comprehensive approach is needed. Staff hired Kosmont Associates to assist in developing a plan to coordinate development of the city property with a complete parking lot and façade upgrade of the center. A new property owner has purchased the Rite Aid building and is currently looking for tenants. Staff is working the new owner to encourage a comprehensive property upgrade. This may be a first step in a full center façade upgrade.
New Townhouse Development 1401 Santo Domingo Avenue	Proposal is to remove eight existing apartments and replace with a new, 20 unit, townhouse development. Developer recently met with neighbors in adjacent HOA. Planning Commission approved. Approved by Council.
<u>PUBLIC WORKS</u>	
City Hall Courtyard Design	Only one responsive bid and it was far above engineer's estimate. Plan to reject all bids and rebid project. Arranged with LACDA to get additional CDBG funding. Now looking for options to reduce overall cost. Plans to rebid in Summer 2022.
Huntington Drive Pedestrian Lighting	New sidewalk and pedestrian lighting from The Huntington to Buena Vista. Project on hold until next year hoping that the new Rite Aid owner will help to spur major improvements to the center and parking lot.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to located structure in park area under soccer field and permeable paving will be installed in parking lot area. However, cost for initial design is over estimate so a redesign may be needed.





City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7642	MARGARET FINLAY	Contract Cities Legislative Tour Reimbursement	2039		324.89
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	2057		181.66
100-1010-7965	ELIE FARAH INC	Bike Trail Design 3/13/2022-3/15/2022	2037		300.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 3/2022	2054		10,944.95
100-1015-7682	BURKE, WILLIAMS & SORESENSEN...	Labor Legal 3/2022	2032		8,002.50
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 3/2022	2055		1,122.89
100-1015-7684	SILVER & WRIGHT LLP	Bardakjians v. Adams Legal 3/2022	2055		1,333.28
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Legal 3/2022	2055		3,628.44
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 3/2022	2055		23.60
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 3/2022	2055		5,713.78
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2022	2055		660.80
100-1015-7684	SILVER & WRIGHT LLP	Rainbow Spa Legal 3/2022	2055		226.30
100-1015-7686	RUTAN & TUCKER LLP	Highland Ave Promenade Legal 3/2022	2054		1,737.00
100-1015-7686	RUTAN & TUCKER LLP	1521 Huntington Project 3/2022	2054		487.50
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Legal 3/2022	2054		2,148.00
100-1020-7719	RANDALL BRIAN TAYLOR	SC Volunteer Dinner Entertainment 4/29/2022	217378		300.00
100-1020-7719	DUARTE RECREATION PETTY CA...	SC Volunteer Dinner Display Supplies	217356		34.31
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		115.00
100-1020-7726	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		34.99
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	2057		319.92
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		73.37
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		78.84
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		52.56
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		70.08
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		105.12
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		107.31
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		45.99
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		26.28
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		35.93
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		116.07
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		48.18
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		122.64
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		70.08
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		78.84
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		122.64
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		116.07

Council Warrant Register by Account

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7636	TOM'S CLOTHING & UNIFORMS ...	CSO N Sanchez Uniform Adjustment	2060		5.53
100-1205-7760	RAVID ENTERPRISES INC	Homeless Prevention & Diversion Grant	2052	202115-Outreach-Homeless Ser...	2,850.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2022	2036		668.26
100-1205-7761	DATA TICKET INC	DUI Citation Processing 3/2022	2036		49.10
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2022	2036		2,493.87
100-1205-7779	CALIFORNIA PAL-2022 MEMBE...	2022 Membership	217346		350.00
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Supplies	217355		59.50
100-1205-7780	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-0748		-0.60
100-1205-7780	CURO MANAGED PRINT PRODU...	Animal Control Forms	217353		140.57
100-1205-7780	HOME DEPOT CREDIT SERVICES	A/C Water Hose	BD22-0748		33.05
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 3/2022	2045		408,325.22
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 3/20/22-4/2/22	2030		2,538.90
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 4/3/2022 - 4/16/2022	2030		5,005.26
100-1205-7787	MVP, LLC	Public Safety Lease	2049		12,522.28
100-1205-7887	STAPLES ADVANTAGE	Broken Chair Replacement	2057		148.83
100-1205-7980	EVELYN SALMERON	DUSD Tutoring Program 3/2022	217374	202211/1205-7980-Live Scan/A...	100.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	217355		44.48
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	217355		35.00
100-1205-7980	FSP DESIGNS	Don't Smoke Don't Vape T-Shirts/Decals/Tents	2041	202105-Other Exp-Tobacco Gra...	10,415.99
100-1211	MERARI AQUINO	Computer Loan	2031		2,369.24
100-1405-7612	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		203.88
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Temp Permit Technician 3/2022	2034		8,679.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Svcs 3/2022	2034		85,436.30
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 2/2022	217351		2,874.60
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 3/2022	217351		2,435.77
100-1405-7965	ARCHITERRA DESIGN GROUP	Landscape-Huntington Medians 2/25/22-3/24/22	217343		3,300.00
100-1405-7965	LDM ASSOCIATES INC	FY 21/22 Federal Grant Administration 3/2022	2044		500.00
100-1405-7980	COUNTY OF LOS ANGELES DEP...	Sewer Service Charge FY21-22	217352		1,060.50
100-1410-7650	WEX BANK	Fuel-Field Svcs CNG 3/1/22 - 3/31/22	BD22-0746		37.11
100-1410-7980	DARRELL RAY CARROLL	Padlocks for Citywide Use	217349		643.97
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard- Parts/ Supplies	BD22-0748		82.37
100-1410-7980	HOME DEPOT CREDIT SERVICES	Paint and Irrigation Supplies	BD22-0748		109.45
100-1410-7980	UNITED PUMPING SERVICE INC	Clean-up Oil Spill at 3514 Conata St	2062		2,548.80
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		1,430.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	2053		76.92
100-1605-7730	DUARTE RECREATION PETTY CA...	Underwater Egghunt Supplies	217356		83.27
100-1605-7730	HOME DEPOT CREDIT SERVICES	Cesar Chavez Day Supplies	BD22-0748		366.54
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/12/22 - 4/11/22	2061		5.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Spring Fling Egg Hunt Event Snacks	217356		87.92
100-1605-7733	THEODORE SIEGEL	"Woman of the Year" Movie Screening/Presentation	217375		150.00
100-1605-7733	TIFFANY'S CATERING	SC Mother's Day Tea Party 5/6/2022	217380		2,689.49
100-1605-7733	SMART & FINAL	Cinco de Mayo Fiesta Supplies/ Cleaning Supplies	2056		199.70
100-1605-7735	VICTORIA RAMIREZ	Youthworks Internship Program	217373		100.00

Council Warrant Register by Account

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7735	ANGELA LIUZENG	Youthworks Internship Program	217365		100.00
100-1605-7735	ANDREA IBARRA	Youthworks Internship Program	217363		100.00
100-1605-7735	ARKIN VALDEZ	Youthworks Internship Program	217381		100.00
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/12/22 - 4/11/22	2061		4.99
100-1605-7735	DUARTE RECREATION PETTY CA...	TC Wild Stylez Dance Competition Supplies	217356		26.21
100-1605-7736	THE TALENTED ARTS SCHOOL O...	Talented Arts Spring 2022 Classes	2059		560.00
100-1605-7741	CHALLENGER TEAMWEAR	Soccer Supplies	2033		544.27
100-1605-7741	CHALLENGER TEAMWEAR	Soccer Trophies	2033		262.94
100-1605-7741	J & J SPORTS & TROPHIES	Little All Stars Basketball Trophies	217364		187.42
100-1605-7741	SMART & FINAL	Youth Sports- Water	2056		13.48
100-1605-7745	DELONG UNLIMITED SCREEN PR...	TC Duarte Boxing T-Shirts	217354		919.49
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	217360		686.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		25.89
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		72.40
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		199.22
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-0748		-3.71
100-1610-7618	DARRELL RAY CARROLL	Pad Locks	217349		257.59
100-1610-7618	DARRELL RAY CARROLL	Keys/Copies	217349		50.16
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		5.44
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		69.95
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		129.82
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		357.35
100-1610-7618	KULLY SUPPLY INC	Drinking Fountain Parts	2043		22.50
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		135.83
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2063		1,874.25
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2063		395.18
100-1610-7618	SMART & FINAL	SC Coffee Supplies	2056		23.58
100-1610-7618	MAINTEX INC	Supplies	2046		83.08
100-1610-7618	MAINTEX INC	Janitorial Supplies	2046		1,403.94
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2035		28.56
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2035		28.56
100-1610-7652	EXPLORE CUSTOM CABINETS	CH Refurbish & Install Door Hardware	217358		1,200.00
100-1610-7652	POST ALARM SYSTEMS	Public Safety Alarm Repair	2050		350.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-FC/Pool 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 4/2022	2064		65.40
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2035		31.10
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2035		8.64
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 4/2022	2038		139.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 4/25/2022-5/1/2022	2051		2,835.00
100-1610-8100	MAXTREME INC	Teen Center Lab USB Hub	2048		489.89
100-1610-8100	MAXTREME INC	Teen Center Lab Computers	2048		12,136.18
100-1805-7612	U.S. BANK	City of Duarte GFOA Membership	2061		225.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2057		34.93
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2057		16.10
100-1805-7614	STAPLES ADVANTAGE	Finance Printer Toner	2057		232.41

Council Warrant Register by Account

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1805-7614	U.S. BANK	Business License Stickers(Car Sticker Inc)	2061		85.84
100-1805-7965	HDL COREN & CONE	Property Tax Services 4/2022-6/2022	2042		3,037.50
100-1805-7980	U.S. BANK	Staff Meeting Food 4/7/22 (T Burgers)	2061		42.91
100-1805-7980	U.S. BANK	Staff Meeting Food 4/11/22 (The Cookie Plug)	2061		40.00
100-1805-7980	U.S. BANK	Microsoft 365 3/27/22 - 4/26/22	2061		12.00
100-1810-7610	U.S. BANK	Refund-KP 2022 Human Resources Academy	2061		-375.00
100-1810-7611	U.S. BANK	Kristen Peteren 2022 Annual Municipal Seminar	2061		750.00
100-1810-7980	LOS ANGELES UNIFIED SCHOOL...	Bilingual Testing Services 3/31/2022	217366		90.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		419.88
100-1815-7632	U.S. BANK	Finance Webinar 4/7/22 - 5/6/22 (Zoom)	2061		80.00
100-1815-7632	U.S. BANK	Creative Cloud 4/5/22 - 4/12/22 (Adobe)	2061		4.53
100-1815-7632	U.S. BANK	cityofduarte.com 4/7/2022 - 4/6/2023 (Zoom)	2061		1,499.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle	2058		316.25
100-1815-7830	U.S. BANK	SC Elevator 911 (Vonage)	2061		22.82
100-1815-7831	CHAD GRENAWALT	Airpods for Stephanie Sandoval Reimbursement	217362		136.16
100-1815-7831	MAXTREME INC	Airpods (2)/Keyboard Case/Cables/Laptop Cases	2048		925.48
100-1815-7831	MAXTREME INC	Laptop & Tablet Case/Cleaning Kit for Airpods	2048		335.98
100-1815-8011	MAXTREME INC	Laptop (1)	2048		1,147.41
100-1825-7613	GRAND PRINTING INC	Business Cards (4 Employees)	217361		385.43
100-1825-7613	STAPLES ADVANTAGE	Copier Paper (30% Rec)	2057		6.28
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2057		250.33
100-1825-7613	STAPLES ADVANTAGE	TC Copier Paper	2057		92.59
100-1825-7626	QUADIENT INC	Mailing Machine Labels	217371		62.80
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH/PS/SC/TC 5/1/2022 - 5/31/2022	217348		1,704.07
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 5/23/22- 8/22/22	217372		707.12
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maintenance (CH/PS/SC/TC) 3/1/22 - 3/31/22	217348		485.29
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344	250016-Oper of Acq Prop-1229 ...	41.67
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 4/18/2022	217368		58.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		574.64

Council Warrant Register by Account

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		433.48
100-2012	CALIFORNIA BUILDING STANDARDS	Green Bldg Fees Q1 2022	217345		182.00
100-2026	BRIAN PERRY	Equipment Deposit Refund	217370		25.00
100-2120	CALVARY CHAPEL MONROVIA	Field Rent Deposit Refund 4/17/22	217347		100.00
100-2126	MCCARTHY HOLDINGS INC	Const/Demo Deposit Refund (Pmt #2020-338)	217367	202113-Constr/Demo Dep-COH ..	30,000.00
100-2126	ROBERT FLORES	P#2022-29 ROW Refund	217359		500.00
100-4201	SOUTH WEST SOLAR INC	P#2021-338 Refund (2076 Hurlock Ave)	217377		200.00
100-4302	IRMA PEREZ	Citation Refund	217369		53.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	SBA/Nextel Lease 5/2022	217357	250004 - Property Rent - Nextel...	1,850.51
100-4901	THE GALLEY FISH GRILL	Refund Plan Check P#2022-032	217379		2,037.20
100-4904	FIONA S XIAO	CUP #2021-02 Refund	217382		1,500.00
100-4904	THE GALLEY FISH GRILL	Refund CUP#22-03	217379		3,195.00
100-5004	CALIFORNIA BUILDING STANDARDS	Local Gov't Retainer-Green Bldg Fees Q1 2022	217345		-18.20
100-5004	MCCARTHY HOLDINGS INC	Administrative Fee (Pmt #2020- 338)	217367		-125.00
100-5004	ROBERT FLORES	Administrative Fee P#2022-29 ROW Refund	217359		-125.00
Fund 100 - GENERAL FUND Total:					684,368.87
Fund: 220 - GAS TAX FUN					
220-2220-7980	MARTINEZ CONCRETE INC	Huntington/Brycedale ADA Curb Ramp Improvement	2047		10,775.00
Fund 220 - GAS TAX FUN Total:					10,775.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		1,488.43
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		313.17
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		1,298.23
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 2/2022	217351		131.29
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Brycedale/Hunt Dr 2/2022	217351		466.78
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 3/2022	217351		406.51
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Brycedale/Hunt Dr 3/2022	217351		1,276.39
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 3/2022	217351		1,887.93
240-2410-7663	SITEONE LANDSCAPE SUPPLY H...	Annual Weed Abatement	217376		768.27
240-2410-7663	SITEONE LANDSCAPE SUPPLY H...	Annual Weed Abatement	217376		541.68
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Irrigation Inventory	217376		33.25
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	City Irrigation Repair	217376		203.36
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repair Restock	217376		490.00
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repair	217376		531.41
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Duarte Rd Median Repair	217376		294.97
240-2410-7891	HOME DEPOT CREDIT SERVICES	Paint and Irrigation Supplies	BD22-0748		104.07
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		1,300.00

Council Warrant Register by Account

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		900.00
240-2424-7887	ACOSTA GROWERS INC	Windsor Homes LLD	217341		187.43
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					31,059.24
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 3/2022	2045		11,650.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,650.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		768.86
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,763.37
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 3/2022	2040		28,256.06
440-4405-8013	FOOTHILL TRANSIT	37th Installment of 3rd Bus 4/2022	2040		3,887.05
Fund 440 - PROPOSITION A TRANSIT FUND Total:					32,143.11
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 3/2022	2040		23,118.59
460-4605-8013	FOOTHILL TRANSIT	37th Installment of 3rd Bus 4/2022	2040		3,180.31
Fund 460 - PROPOSITION C TRANSIT FUND Total:					26,298.90
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	CITY OF ARCADIA	CIMP Implementation Year 2 of 5 Agreement	217342		70,988.51
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					70,988.51
Grand Total:					869,047.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	684,368.87
220 - GAS TAX FUN	10,775.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	31,059.24
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,650.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,763.37
440 - PROPOSITION A TRANSIT FUND	32,143.11
460 - PROPOSITION C TRANSIT FUND	26,298.90
490 - MEASURE W (WATER/STORMWATER)	70,988.51
Grand Total:	869,047.00

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	324.89
100-1010-7614	Office Supplies	181.66
100-1010-7965	Professional Services	300.00
100-1015-7680	City Attorney Legal	10,944.95
100-1015-7682	Labor Counsel Legal	8,002.50
100-1015-7684	Code Enforcement Legal	12,709.09
100-1015-7686	Other Legal Services	4,372.50
100-1020-7719	Volunteer Recognition	334.31
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	319.92
100-1205-7615	Emergency Supplies	2,051.83
100-1205-7636	Uniforms	5.53
100-1205-7760	Homeless Outreach Progr...	2,850.00
100-1205-7761	Parking Ticket Collect	3,211.23
100-1205-7779	Youth Programs	409.50
100-1205-7780	Animal Control	173.02
100-1205-7781	Contract Law Enforcement	408,325.22
100-1205-7782	Crossing Guard Contract ...	7,544.16
100-1205-7787	Public Safety Cntr Lease	12,522.28
100-1205-7887	Repairs & Replacements	148.83
100-1205-7980	Other Expenses	10,595.47
100-1211	Computer Loan Program	2,369.24
100-1405-7612	Publications and Dues	203.88
100-1405-7800	Building Department Serv...	94,115.30
100-1405-7801	Industrial Waste Inspecti...	5,310.37
100-1405-7965	Professional Services	3,800.00
100-1405-7980	Other Expenses	1,060.50
100-1410-7650	Vehicle Maintenance	37.11
100-1410-7980	Other Expenses	3,384.59
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7002	Regular Salaries	76.92
100-1605-7730	Special Events	449.81
100-1605-7733	Senior Center	3,132.11
100-1605-7735	Teen Center	431.20
100-1605-7736	Youth & Adult Recreation...	560.00
100-1605-7741	Sports/Playground Progr...	1,008.11
100-1605-7745	Boxing Program	919.49
100-1610-7617	Pool Chemicals	686.12
100-1610-7618	Building Supplies	5,102.47
100-1610-7636	Uniforms	57.12
100-1610-7652	Building Maint Services	2,055.74
100-1610-7660	Other Services	2,835.00
100-1610-8100	Other Capital Improvemnts	12,626.07
100-1805-7612	Publications and Dues	225.00

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7614	Office Supplies	369.28
100-1805-7965	Professional Services	3,037.50
100-1805-7980	Other Expenses	94.91
100-1810-7610	Travel, Mtgs & Conf	-375.00
100-1810-7611	Training	750.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software Maintenance	2,003.41
100-1815-7830	Telephones	339.07
100-1815-7831	Wireless Phones/Devices	1,397.62
100-1815-8011	Computer Equipment (Cap..	1,147.41
100-1825-7613	Duplications And Photos	734.63
100-1825-7626	Postage	62.80
100-1825-7630	Equipment Lease	2,411.19
100-1825-7631	Equipment Maintenance	485.29
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,993.55
100-2012	Green Building Fees Payab..	182.00
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	100.00
100-2126	Construction and Demolit...	30,500.00
100-4201	Building Permits	200.00
100-4302	Parking Citations	53.00
100-4408	Property Rental	1,850.51
100-4901	Plan Check Fees	2,037.20
100-4904	Zoning Fees	4,695.00
100-5004	Other Revenue	-268.20
220-2220-7980	Other Expenses	10,775.00
240-2405-7888	Repairs-Citywide	3,099.83
240-2405-7890	Repairs-Traffic Signal	4,168.90
240-2410-7663	Other Serv-Medians	1,309.95
240-2410-7888	Repairs-Citywide	1,258.02
240-2410-7891	Repairs-Medians	399.04
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7887	Repairs & Replacements	187.43
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
290-2905-7781	Contract Law Enforcement	11,650.00
320-3205-8013	Vehicles (Capital)	1,763.37
440-4405-7960	Foothill Transit Operations	28,256.06
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7960	Foothill Tranist Operations	23,118.59
460-4605-8013	Vehicles (Capital)	3,180.31
490-4905-7980	Other Expenses	70,988.51
Grand Total:		869,047.00

Project Account Summary

Project Account Key	Payment Amount
None	823,788.83
202105-Other Exp-Tobacco Grant	10,415.99
202113-Constr/Demo Dep-COH (N.E) Parking Structure	30,000.00
202115-Outreach-Homeless Services Grant-(SGVCOG)	2,850.00
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	100.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,850.51
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	869,047.00



City of Duarte

Council Warrant Register by Vendor

By Fund

Payment Dates 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6295 - 211 ELECTRONIC SERVICES INC					
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 4/25/2022-5/1/2022	2051		2,835.00
Vendor 6295 - 211 ELECTRONIC SERVICES INC Total:					2,835.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Services 3/20/22-4/2/22	2030		2,538.90
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Services 4/3/2022 - 4/16/2022	2030		5,005.26
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					7,544.16
Vendor: 6353 - ANDREA IBARRA					
100-1605-7735	ANDREA IBARRA	Youthworks Internship Program	217363		100.00
Vendor 6353 - ANDREA IBARRA Total:					100.00
Vendor: 6251 - ANGELA LIUZENG					
100-1605-7735	ANGELA LIUZENG	Youthworks Internship Program	217365		100.00
Vendor 6251 - ANGELA LIUZENG Total:					100.00
Vendor: 4580 - ARCHITERRA DESIGN GROUP					
100-1405-7965	ARCHITERRA DESIGN GROUP	Landscape-Huntington Medians 2/25/22-3/24/22	217343		3,300.00
Vendor 4580 - ARCHITERRA DESIGN GROUP Total:					3,300.00
Vendor: 6351 - ARKIN VALDEZ					
100-1605-7735	ARKIN VALDEZ	Youthworks Internship Program	217381		100.00
Vendor 6351 - ARKIN VALDEZ Total:					100.00
Vendor: T4477 - BRIAN PERRY					
100-2026	BRIAN PERRY	Equipment Deposit Refund	217370		25.00
Vendor T4477 - BRIAN PERRY Total:					25.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 4/2022	217344		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 4/2022	217344		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 4/2022	217344	250016-Oper of Acq Prop-1229 ...	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					1,586.67
Vendor: 4838 - BURKE, WILLIAMS & SORESENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORESENSEN LLP	Labor Legal 3/2022	2032		8,002.50
Vendor 4838 - BURKE, WILLIAMS & SORESENSEN LLP Total:					8,002.50
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STANDARDS COMMISSION	Green Bldg Fees Q1 2022	217345		182.00
100-5004	CALIFORNIA BUILDING STANDARDS COMMISSION	Local Gov't Retainer-Green Bldg Fees Q1 2022	217345		-18.20
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					163.80
Vendor: T4483 - CALIFORNIA PAL-2022 MEMBERSHIP					
100-1205-7779	CALIFORNIA PAL-2022 MEMBERSHIP	2022 Membership	217346		350.00
Vendor T4483 - CALIFORNIA PAL-2022 MEMBERSHIP Total:					350.00
Vendor: T3643 - CALVARY CHAPEL MONROVIA					
100-2120	CALVARY CHAPEL MONROVIA	Field Rent Deposit Refund 4/17/22	217347		100.00
Vendor T3643 - CALVARY CHAPEL MONROVIA Total:					100.00

Council Warrant Register by Vendor

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH/PS/SC/TC 5/1/2022 - 5/31/2022	217348		1,704.07
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maintenance (CH/PS/SC/TC) 3/1/22 - 3/31/22	217348		485.29
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,189.36
Vendor: 4615 - CHAD GRENAWALT					
100-1815-7831	CHAD GRENAWALT	Airpods for Stephanie Sandoval Reimbursement	217362		136.16
Vendor 4615 - CHAD GRENAWALT Total:					136.16
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Soccer Supplies	2033		544.27
100-1605-7741	CHALLENGER TEAMWEAR	Soccer Trophies	2033		262.94
Vendor 5792 - CHALLENGER TEAMWEAR Total:					807.21
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Svcs 3/2022	2034		85,436.30
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Temp Permit Technician 3/2022	2034		8,679.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					94,115.30
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2035		28.56
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2035		31.10
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2035		28.56
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2035		8.64
Vendor 5140 - CINTAS CORPORATION #693 Total:					96.86
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 2/2022	217351		2,874.60
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste Inspections 3/2022	217351		2,435.77
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					5,310.37
Vendor: 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7980	COUNTY OF LOS ANGELES DEP...	Sewer Service Charge FY21-22	217352		1,060.50
Vendor 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,060.50
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1205-7780	CURO MANAGED PRINT PRODU...	Animal Control Forms	217353		140.57
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					140.57
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7618	DARRELL RAY CARROLL	Pad Locks	217349		257.59
100-1410-7980	DARRELL RAY CARROLL	Padlocks for Citywide Use	217349		643.97
100-1610-7618	DARRELL RAY CARROLL	Keys/Copies	217349		50.16
Vendor 5025 - DARRELL RAY CARROLL Total:					951.72
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 3/2022	2036		668.26
100-1205-7761	DATA TICKET INC	DUI Citation Processing 3/2022	2036		49.10
100-1205-7761	DATA TICKET INC	Parking Citation Processing 3/2022	2036		2,493.87
Vendor 5501 - DATA TICKET INC Total:					3,211.23
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7745	DELONG UNLIMITED SCREEN PR...	TC Duarte Boxing T-Shirts	217354		919.49
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					919.49
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Supplies	217355		59.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	217355		35.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	217355		44.48
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					138.98

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1020-7719	DUARTE RECREATION PETTY CA...	SC Volunteer Dinner Display Supplies	217356		34.31
100-1605-7730	DUARTE RECREATION PETTY CA...	Underwater Egghunt Supplies	217356		83.27
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Spring Fling Egg Hunt Event Snacks	217356		87.92
100-1605-7735	DUARTE RECREATION PETTY CA...	TC Wild Stylez Dance Competition Supplies	217356		26.21
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					231.71
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 5/2022	217357	250004 - Property Rent - Nextel...	1,850.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,850.51
Vendor: 5873 - ELIE FARAH INC					
100-1010-7965	ELIE FARAH INC	Bike Trail Design 3/13/2022-3/15/2022	2037		300.00
Vendor 5873 - ELIE FARAH INC Total:					300.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		584.85
Vendor 6189 - ENTERPRISE FM TRUST Total:					4,993.55
Vendor: 6048 - EVELYN SALMERON					
100-1205-7980	EVELYN SALMERON	DUSD Tutoring Program 3/2022	217374	202211/1205-7980-Live Scan/A...	100.00
Vendor 6048 - EVELYN SALMERON Total:					100.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 4/2022	2038		139.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					139.00
Vendor: 5636 - EXPLORE CUSTOM CABINETS					
100-1610-7652	EXPLORE CUSTOM CABINETS	CH Refurbish & Install Door Hardware	217358		1,200.00
Vendor 5636 - EXPLORE CUSTOM CABINETS Total:					1,200.00
Vendor: T4480 - FIONA S XIAO					
100-4904	FIONA S XIAO	CUP #2021-02 Refund	217382		1,500.00
Vendor T4480 - FIONA S XIAO Total:					1,500.00
Vendor: 4039 - FSP DESIGNS					
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		73.37
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		78.84
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		52.56
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		70.08
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		105.12
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		107.31
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		45.99
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		26.28
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		35.93
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		111.69
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		116.07
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		48.18
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		122.64
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		70.08
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		78.84
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		122.64
100-1205-7615	FSP DESIGNS	CERT Uniforms	2041		116.07
100-1205-7980	FSP DESIGNS	Don't Smoke Don't Vape T-Shirts/Decals/Tents	2041	202105-Other Exp-Tobacco Gra...	10,415.99
Vendor 4039 - FSP DESIGNS Total:					12,467.82
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	217360		686.12
Vendor 4690 - FULLER ENGINEERING INC Total:					686.12
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards (4 Employees)	217361		385.43
Vendor 5340 - GRAND PRINTING INC Total:					385.43
Vendor: 3570 - HDL COREN & CONE					
100-1805-7965	HDL COREN & CONE	Property Tax Services 4/2022-6/2022	2042		3,037.50
Vendor 3570 - HDL COREN & CONE Total:					3,037.50
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		72.40
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard- Parts/ Supplies	BD22-0748		82.37
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		69.95
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		135.83
100-1605-7730	HOME DEPOT CREDIT SERVICES	Cesar Chavez Day Supplies	BD22-0748		366.54
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		129.82
100-1610-7618	HOME DEPOT CREDIT SERVICES	Repairs/Supplies	BD22-0748		357.35
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		25.89
100-1410-7980	HOME DEPOT CREDIT SERVICES	Paint and Irrigation Supplies	BD22-0748		109.45
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		5.44
100-1610-7618	HOME DEPOT CREDIT SERVICES	Supplies/ Repairs	BD22-0748		199.22
100-1205-7780	HOME DEPOT CREDIT SERVICES	A/C Water Hose	BD22-0748		33.05
100-1205-7780	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-0748		-0.60
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-0748		-3.71
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,583.00
Vendor: T4482 - IRMA PEREZ					
100-4302	IRMA PEREZ	Citation Refund	217369		53.00
Vendor T4482 - IRMA PEREZ Total:					53.00
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7741	J & J SPORTS & TROPHIES	Little All Stars Basketball Trophies	217364		187.42
Vendor 0594 - J & J SPORTS & TROPHIES Total:					187.42
Vendor: 4583 - KULLY SUPPLY INC					
100-1610-7618	KULLY SUPPLY INC	Drinking Fountain Parts	2043		22.50
Vendor 4583 - KULLY SUPPLY INC Total:					22.50

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY 21/22 Federal Grant Administration 3/2022	2044		500.00
Vendor 5438 - LDM ASSOCIATES INC Total:					500.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 3/2022	2045		408,325.22
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					408,325.22
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOOL...	Bilingual Testing Services 3/31/2022	217366		90.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					90.00
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Supplies	2046		83.08
100-1610-7618	MAINTEX INC	Janitorial Supplies	2046		1,403.94
Vendor 5868 - MAINTEX INC Total:					1,487.02
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Contract Cities Legislative Tour Reimbursement	2039		324.89
Vendor 0285 - MARGARET FINLAY Total:					324.89
Vendor: 4286 - MAXTREME INC					
100-1815-7831	MAXTREME INC	Airpods (2)/Keyboard Case/Cables/Laptop Cases	2048		925.48
100-1610-8100	MAXTREME INC	Teen Center Lab USB Hub	2048		489.89
100-1815-7831	MAXTREME INC	Laptop & Tablet Case/Cleaning Kit for Airpods	2048		335.98
100-1610-8100	MAXTREME INC	Teen Center Lab Computers	2048		12,136.18
100-1815-8011	MAXTREME INC	Laptop (1)	2048		1,147.41
Vendor 4286 - MAXTREME INC Total:					15,034.94
Vendor: T4484 - McCARTHY HOLDINGS INC					
100-2126	McCARTHY HOLDINGS INC	Const/Demo Deposit Refund (Pmt #2020-338)	217367	202113-Constr/Demo Dep-COH ..	30,000.00
100-5004	McCARTHY HOLDINGS INC	Administrative Fee (Pmt #2020-338)	217367		-125.00
Vendor T4484 - McCARTHY HOLDINGS INC Total:					29,875.00
Vendor: T2469 - MERARI AQUINO					
100-1211	MERARI AQUINO	Computer Loan	2031		2,369.24
Vendor T2469 - MERARI AQUINO Total:					2,369.24
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	2049		12,522.28
Vendor 2461 - MVP, LLC Total:					12,522.28
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	2053		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 4/18/2022	217368		58.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					58.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	Public Safety Alarm Repair	2050		350.00
Vendor 2466 - POST ALARM SYSTEMS Total:					350.00
Vendor: 6173 - QUADIENT INC					
100-1825-7626	QUADIENT INC	Mailing Machine Labels	217371		62.80
Vendor 6173 - QUADIENT INC Total:					62.80
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	Postage Machine Lease 5/23/22- 8/22/22	217372		707.12
Vendor 6176 - QUADIENT LEASING USA INC Total:					707.12

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 6314 - RANDALL BRIAN TAYLOR					
100-1020-7719	RANDALL BRIAN TAYLOR	SC Volunteer Dinner Entertainment 4/29/2022	217378		300.00
Vendor 6314 - RANDALL BRIAN TAYLOR Total:					300.00
Vendor: 6360 - RAVID ENTERPRISES INC					
100-1205-7760	RAVID ENTERPRISES INC	Homeless Prevention & Diversion Grant	2052	202115-Outreach-Homeless Ser...	2,850.00
Vendor 6360 - RAVID ENTERPRISES INC Total:					2,850.00
Vendor: T4478 - ROBERT FLORES					
100-2126	ROBERT FLORES	P#2022-29 ROW Refund	217359		500.00
100-5004	ROBERT FLORES	Administrative Fee P#2022-29 ROW Refund	217359		-125.00
Vendor T4478 - ROBERT FLORES Total:					375.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7686	RUTAN & TUCKER LLP	Highland Ave Promenade Legal 3/2022	2054		1,737.00
100-1015-7686	RUTAN & TUCKER LLP	1521 Huntington Project 3/2022	2054		487.50
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 3/2022	2054		10,944.95
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Legal 3/2022	2054		2,148.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					15,317.45
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 3/2022	2055		1,122.89
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 3/2022	2055		660.80
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Legal 3/2022	2055		3,628.44
100-1015-7684	SILVER & WRIGHT LLP	Bardakjians v. Adams Legal 3/2022	2055		1,333.28
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 3/2022	2055		23.60
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 3/2022	2055		5,713.78
100-1015-7684	SILVER & WRIGHT LLP	Rainbow Spa Legal 3/2022	2055		226.30
Vendor 5441 - SILVER & WRIGHT LLP Total:					12,709.09
Vendor: 0209 - SMART & FINAL					
100-1605-7741	SMART & FINAL	Youth Sports- Water	2056		13.48
100-1605-7733	SMART & FINAL	Cinco de Mayo Fiesta Supplies/ Cleaning Supplies	2056		199.70
100-1610-7618	SMART & FINAL	SC Coffee Supplies	2056		23.58
Vendor 0209 - SMART & FINAL Total:					236.76
Vendor: T4481 - SOUTH WEST SOLAR INC					
100-4201	SOUTH WEST SOLAR INC	P#2021-338 Refund (2076 Hurlock Ave)	217377		200.00
Vendor T4481 - SOUTH WEST SOLAR INC Total:					200.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7887	STAPLES ADVANTAGE	Broken Chair Replacement	2057		148.83
100-1825-7613	STAPLES ADVANTAGE	Copier Paper (30% Rec)	2057		6.28
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2057		34.93
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2057		250.33
100-1805-7614	STAPLES ADVANTAGE	Finance Printer Toner	2057		232.41
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2057		16.10
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	2057		181.66
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	2057		319.92
100-1825-7613	STAPLES ADVANTAGE	TC Copier Paper	2057		92.59
Vendor 2688 - STAPLES ADVANTAGE Total:					1,283.05
Vendor: T4479 - THE GALLEY FISH GRILL					
100-4901	THE GALLEY FISH GRILL	Refund Plan Check P#2022-032	217379		2,037.20
100-4904	THE GALLEY FISH GRILL	Refund CUP#22-03	217379		3,195.00
Vendor T4479 - THE GALLEY FISH GRILL Total:					5,232.20

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Vendor: 6369 - THE TALENTED ARTS SCHOOL OF PERFORMING ARTS					
100-1605-7736	THE TALENTED ARTS SCHOOL O...	Talented Arts Spring 2022 Classes	2059		560.00
Vendor 6369 - THE TALENTED ARTS SCHOOL OF PERFORMING ARTS Total:					560.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle	2058		316.25
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					316.25
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	"Woman of the Year" Movie Screening/Presentation	217375		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 6310 - TIFFANY'S CATERING					
100-1605-7733	TIFFANY'S CATERING	SC Mother's Day Tea Party 5/6/2022	217380		2,689.49
Vendor 6310 - TIFFANY'S CATERING Total:					2,689.49
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORMS ..	CSO N Sanchez Uniform Adjustment	2060		5.53
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					5.53
Vendor: 4484 - U.S. BANK					
100-1020-7726	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		203.88
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 3/12/22 - 4/11/22	2061		5.00
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 3/12/22 - 4/11/22	2061		4.99
100-1805-7612	U.S. BANK	City of Duarte GFOA Membership	2061		225.00
100-1805-7614	U.S. BANK	Business License Stickers(Car Sticker Inc)	2061		85.84
100-1805-7980	U.S. BANK	Staff Meeting Food 4/7/22 (T Burgers)	2061		42.91
100-1805-7980	U.S. BANK	Staff Meeting Food 4/11/22 (The Cookie Plug)	2061		40.00
100-1805-7980	U.S. BANK	Microsoft 365 3/27/22 - 4/26/22	2061		12.00
100-1810-7610	U.S. BANK	Refund-KP 2022 Human Resources Academy	2061		-375.00
100-1810-7611	U.S. BANK	Kristen Peteren 2022 Annual Municipal Seminar	2061		750.00
100-1815-7632	U.S. BANK	Creative Cloud 4/5/22 - 4/12/22 (Adobe)	2061		4.53
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 4/13/22 - 5/12/22	2061		419.88
100-1815-7632	U.S. BANK	Finance Webinar 4/7/22 - 5/6/22 (Zoom)	2061		80.00
100-1815-7632	U.S. BANK	cityofduarte.com 4/7/2022 - 4/6/2023 (Zoom)	2061		1,499.00
100-1815-7830	U.S. BANK	SC Elevator 911 (Vonage)	2061		22.82
Vendor 4484 - U.S. BANK Total:					3,055.84
Vendor: 4391 - UNITED PUMPING SERVICE INC					
100-1410-7980	UNITED PUMPING SERVICE INC	Clean-up Oil Spill at 3514 Conata St	2062		2,548.80
Vendor 4391 - UNITED PUMPING SERVICE INC Total:					2,548.80
Vendor: 6259 - VICTORIA RAMIREZ					
100-1605-7735	VICTORIA RAMIREZ	Youthworks Internship Program	217373		100.00
Vendor 6259 - VICTORIA RAMIREZ Total:					100.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2063		1,874.25
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2063		395.18
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					2,269.43
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cnty Ctr 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-FC/Pool 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 4/2022	2064		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 4/2022	2064		65.40
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					327.00
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-Field Srvcs CNG 3/1/22 - 3/31/22	BD22-0746		37.11
Vendor 4797 - WEX BANK Total:					37.11
Fund 100 - GENERAL FUND Total:					684,368.87
Fund: 220 - GAS TAX FUN					
Vendor: 3844 - MARTINEZ CONCRETE INC					
220-2220-7980	MARTINEZ CONCRETE INC	Huntington/Brycedale ADA Curb Ramp Improvement	2047		10,775.00
Vendor 3844 - MARTINEZ CONCRETE INC Total:					10,775.00
Fund 220 - GAS TAX FUN Total:					10,775.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 5210 - ACOSTA GROWERS INC					
240-2424-7887	ACOSTA GROWERS INC	Windsor Homes LLD	217341		187.43
Vendor 5210 - ACOSTA GROWERS INC Total:					187.43
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		530.00

Council Warrant Register by Vendor

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 4/2022	217344		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					20,636.07
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		1,488.43
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		313.17
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217350		1,298.23
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					3,099.83
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 2/2022	217351		131.29
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Brycedale/Hunt Dr 2/2022	217351		466.78
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 3/2022	217351		406.51
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Brycedale/Hunt Dr 3/2022	217351		1,276.39
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 3/2022	217351		1,887.93
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					4,168.90
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2410-7891	HOME DEPOT CREDIT SERVICES	Paint and Irrigation Supplies	BD22-0748		104.07
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					104.07
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Duarte Rd Median Repair	217376		294.97
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Irrigation Inventory	217376		33.25
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	City Irrigation Repair	217376		203.36
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repair Restock	217376		490.00
240-2410-7663	SITEONE LANDSCAPE SUPPLY H...	Annual Weed Abatement	217376		768.27
240-2410-7663	SITEONE LANDSCAPE SUPPLY H...	Annual Weed Abatement	217376		541.68
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Citywide Irrigation Repair	217376		531.41
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					2,862.94
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					31,059.24
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 3/2022	2045		11,650.00
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,650.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,650.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 4/1/2022 - 4/30/2022	BD22-0747		768.86
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,763.37
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,763.37
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	37th Installment of 3rd Bus 4/2022	2040		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 3/2022	2040		28,256.06
Vendor 3192 - FOOTHILL TRANSIT Total:					32,143.11
Fund 440 - PROPOSITION A TRANSIT FUND Total:					32,143.11

Council Warrant Register by Vendor

Payment Dates: 04/28/2022 - 05/11/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	37th Installment of 3rd Bus 4/2022	2040		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 3/2022	2040		23,118.59
Vendor 3192 - FOOTHILL TRANSIT Total:					26,298.90
Fund 460 - PROPOSITION C TRANSIT FUND Total:					26,298.90
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 5151 - CITY OF ARCADIA					
490-4905-7980	CITY OF ARCADIA	CIMP Implementation Year 2 of 5 Agreement	217342		70,988.51
Vendor 5151 - CITY OF ARCADIA Total:					70,988.51
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					70,988.51
Grand Total:					869,047.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	684,368.87
220 - GAS TAX FUN	10,775.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	31,059.24
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,650.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,763.37
440 - PROPOSITION A TRANSIT FUND	32,143.11
460 - PROPOSITION C TRANSIT FUND	26,298.90
490 - MEASURE W (WATER/STORMWATER)	70,988.51
Grand Total:	869,047.00

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	324.89
100-1010-7614	Office Supplies	181.66
100-1010-7965	Professional Services	300.00
100-1015-7680	City Attorney Legal	10,944.95
100-1015-7682	Labor Counsel Legal	8,002.50
100-1015-7684	Code Enforcement Legal	12,709.09
100-1015-7686	Other Legal Services	4,372.50
100-1020-7719	Volunteer Recognition	334.31
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	319.92
100-1205-7615	Emergency Supplies	2,051.83
100-1205-7636	Uniforms	5.53
100-1205-7760	Homeless Outreach Progr...	2,850.00
100-1205-7761	Parking Ticket Collect	3,211.23
100-1205-7779	Youth Programs	409.50
100-1205-7780	Animal Control	173.02
100-1205-7781	Contract Law Enforcement	408,325.22
100-1205-7782	Crossing Guard Contract ...	7,544.16
100-1205-7787	Public Safety Cntr Lease	12,522.28
100-1205-7887	Repairs & Replacements	148.83
100-1205-7980	Other Expenses	10,595.47
100-1211	Computer Loan Program	2,369.24
100-1405-7612	Publications and Dues	203.88
100-1405-7800	Building Department Serv...	94,115.30
100-1405-7801	Industrial Waste Inspecti...	5,310.37
100-1405-7965	Professional Services	3,800.00
100-1405-7980	Other Expenses	1,060.50
100-1410-7650	Vehicle Maintenance	37.11
100-1410-7980	Other Expenses	3,384.59
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7002	Regular Salaries	76.92
100-1605-7730	Special Events	449.81
100-1605-7733	Senior Center	3,132.11
100-1605-7735	Teen Center	431.20
100-1605-7736	Youth & Adult Recreation...	560.00
100-1605-7741	Sports/Playground Progr...	1,008.11
100-1605-7745	Boxing Program	919.49
100-1610-7617	Pool Chemicals	686.12
100-1610-7618	Building Supplies	5,102.47
100-1610-7636	Uniforms	57.12
100-1610-7652	Building Maint Services	2,055.74
100-1610-7660	Other Services	2,835.00
100-1610-8100	Other Capital Improvemnts	12,626.07
100-1805-7612	Publications and Dues	225.00

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7614	Office Supplies	369.28
100-1805-7965	Professional Services	3,037.50
100-1805-7980	Other Expenses	94.91
100-1810-7610	Travel, Mtgs & Conf	-375.00
100-1810-7611	Training	750.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software Maintenance	2,003.41
100-1815-7830	Telephones	339.07
100-1815-7831	Wireless Phones/Devices	1,397.62
100-1815-8011	Computer Equipment (Cap..	1,147.41
100-1825-7613	Duplications And Photos	734.63
100-1825-7626	Postage	62.80
100-1825-7630	Equipment Lease	2,411.19
100-1825-7631	Equipment Maintenance	485.29
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,993.55
100-2012	Green Building Fees Payab..	182.00
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	100.00
100-2126	Construction and Demolit...	30,500.00
100-4201	Building Permits	200.00
100-4302	Parking Citations	53.00
100-4408	Property Rental	1,850.51
100-4901	Plan Check Fees	2,037.20
100-4904	Zoning Fees	4,695.00
100-5004	Other Revenue	-268.20
220-2220-7980	Other Expenses	10,775.00
240-2405-7888	Repairs-Citywide	3,099.83
240-2405-7890	Repairs-Traffic Signal	4,168.90
240-2410-7663	Other Serv-Medians	1,309.95
240-2410-7888	Repairs-Citywide	1,258.02
240-2410-7891	Repairs-Medians	399.04
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7887	Repairs & Replacements	187.43
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
290-2905-7781	Contract Law Enforcement	11,650.00
320-3205-8013	Vehicles (Capital)	1,763.37
440-4405-7960	Foothill Transit Operations	28,256.06
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7960	Foothill Tranist Operations	23,118.59
460-4605-8013	Vehicles (Capital)	3,180.31
490-4905-7980	Other Expenses	70,988.51
Grand Total:		869,047.00

Project Account Summary

Project Account Key	Payment Amount
None	823,788.83
202105-Other Exp-Tobacco Grant	10,415.99
202113-Constr/Demo Dep-COH (N.E) Parking Structure	30,000.00
202115-Outreach-Homeless Services Grant-(SGVCOG)	2,850.00
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	100.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,850.51
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	869,047.00



PARKS AND RECREATION STATUS REPORT May 2022

PROJECT/PROGRAM STATUS	
<u>PARKS AND TRAILS</u>	
Community Meeting #2 – Dog Park	The Department will be hosting a second Community Meeting on Saturday, June 4 at 10 AM at the Senior Center – 1610 Huntington Dr., to continue the discussion of possibly adding a Dog Park here in Duarte and review proposed conceptual designs. We invite residents to join us and provide their feedback related to this potential new City project.
Fish Canyon Trail Restoration Planning Update	The planning work pertaining to the Fish Canyon Trail Restoration Project is moving forward. Recently, staff concluded meeting with prospective professional service contractors to discuss the project's scope of work, timeframe, and secure professional references. Staff anticipates bringing forward a Professional Services Agreement at the next City Council Meeting for Council consideration.
<u>YOUTH AND SENIOR PROGRAMS</u>	
Summer Day Camp Registration Now Live	Registration is now live for the Department's two summer day camp programs, to be held at Royal Oaks and Duarte Parks. While the camps are only slightly different, in that one will travel off-site weekly, both will provide an atmosphere where youth can enjoy their summer break as they engage in games, arts and crafts, sports, and more! Space is limited and filling up fast so sign up today at ACCESSSDUART.COM .
<u>SPECIAL EVENTS</u>	
Community Yard Sale	The entire Duarte community is invited to come out and shop or sell at our upcoming Community Yard Sale on May 21 from 8 AM to 12 PM at the Senior Center Parking Lot. Vendor spaces are also still available for \$25 per space so those interested in selling should visit the Senior Center to complete the application process.
Memorial Dedication for Loyd Gibbons	As part of our National Bike Month celebration, we invite the community to join us in honoring the late Loyd Gibbons, of Loyd's Custom Bicycle Shop here in Duarte. For his long-standing bicycle business and contributions to the community, the City will hold an official dedication ceremony for Loyd's Bike Memorial on Tuesday, May 24. The ceremony will take place at 11: 30 AM on the Donald & Bernice Watson Recreation Trail, at the east end closest to Royal Oaks Park, with a reception to follow.

Save the Date:
Party in Duarte –
Summer Kick Off

On June 21, the Department will be hosting its first Party in Duarte - Summer Kick Off. The event will be held in the Civic Center parking lot, 1600 Huntington Dr., starting at 4 PM and feature; vendor booths, food for purchase, a DJ, free activities for youth, a live musical concert at 5 PM by the Smokin' Cobras. The Party will end with a Dive-In Movie in the Duarte Pool at 7:45 PM for a screening of *Encanto* (Advance registration required for Dive-In Movie at ACCESSSDUARTE.COM).



COMMUNITY DEVELOPMENT STATUS REPORT May 2022

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Annual Grid Tree Trimming	West Coast Arborist is in the process of the annual grid trim. This will be going on through mid-June. The grid map is attached.	
Huntington/ Highland Signal Upgrade	Construction to begin soon; equipment ordered construction Summer. This improvement will add left turn signal north and south bound, extend the westbound Huntington Drive turn pocket and remove unused westbound turn pocket.	
Annual Brush Clearance	The annual brush clearance is in process.	
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. Staff recently had a progress meeting with developer and architect. Plan are in Plan Check.	
Duarte Animal Hospital (2714 Huntington Dr.)	A building renovation is planned to upgrade the look of the building and to enclose the kennel area. Scheduled for May Planning Commission.	
Annual Striping Project	Annual project to upgrade pavement markings at the most needed locations in the city. Project will start in late May and continue through June.	
Annual Trench and Paving Repair	Annual citywide project to repair pavement throughout the city. Project will start in late May and continue through June.	
<u>DEVELOPMENT</u>		
New Hope Village	New 147 room hotel. The building is almost complete but the City of Hope facing supply chain issues with the delivery of furnishings. The hotel has opened.	
Esperanza at Duarte Station 1700 Fasana Road	MBK is building a 344 unit luxury apartment building; named Esperanza. Construction is progressing.	
The Residences at Duarte Station 1750 Fasana Road	MBK, developer of Building A will be building a phase II. The 292 unit development is called Solana and is adjacent, east to Esperanza. This building will also be the location of the “Duarte Station” sign that will be a icon, located on the roof of the building. Plans are in plan check.	
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. The development is open and leasing is going well.	

PROJECT/PROGRAM	STATUS
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces); Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building; and several other upcoming projects. Generator providing temporary power has allowed Village Rd. signal to begin operation. Assisting City of Hope with SCE and Metro to gain cooperation to install permanent power.
Westminster Gardens	The owner HumanGood has met with Staff over the past few months discussing a major amendment to the existing specific plan. The concept is to develop the corner of Huntington Drive and Santo Domingo with a mixed use building and to expand the current Life Plan Community by at least 300 units. Application filed for a restoration of Morrison House. This project will start prior to the Specific Plan. Environmental work and an historical analysis are now in process.
Town Center North Liquor Store Corner	Staff has put the existing deal with Arbor Capital Group on hold for a variety of reasons, including the developer's inability to get agreement with other property owners on required parking lot upgrades and because the Rita Aid property is for sale and a more comprehensive approach is needed. Staff hired Kosmont Associates to assist in developing a plan to coordinate development of the city property with a complete parking lot and façade upgrade of the center. A new property owner has purchased the Rite Aid building and is currently looking for tenants. Staff is working the new owner to encourage a comprehensive property upgrade. This may be a first step in a full center façade upgrade.
New Townhouse Development 1401 Santo Domingo Avenue	Proposal is to remove eight existing apartments and replace with a new, 20 unit, townhouse development. Developer recently met with neighbors in adjacent HOA. Planning Commission approved. Approved by Council.
<u>PUBLIC WORKS</u>	
City Hall Courtyard Design	Only one responsive bid and it was far above engineer's estimate. Plan to reject all bids and rebid project. Arranged with LACDA to get additional CDBG funding. Now looking for options to reduce overall cost. Plans to rebid in Summer 2022.
Huntington Drive Pedestrian Lighting	New sidewalk and pedestrian lighting from The Huntington to Buena Vista. Project on hold until next year hoping that the new Rite Aid owner will help to spur major improvements to the center and parking lot.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to located structure in park area under soccer field and permeable paving will be installed in parking lot area. However, cost for initial design is over estimate so a redesign may be needed.



CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of **July 1, 2022** ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **LDM Associates Inc.**, a California Corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties."

The City of Duarte, a participant in the Community Development Block Grant Program (CDBG), funded by the United States Department of Housing and Urban Development (HUD), administered jointly under the auspices of the City of Duarte Community Development Department and Los Angeles County Community Development Commission (hereinafter "County"), requires that the Consultant comply with all standard Federal CDBG regulations.

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **June 30, 2027**, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties. The City may opt to extend the Agreement two additional fiscal years, limited to one-year extensions at a time to coincide with the Community Development Block Grant funding cycle.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide Scope of Services described in the Proposal submitted by the Consultant, received April 2022 and attached hereto as Exhibit "A", and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. In the event of any inconsistency between the terms of Consultant's proposal and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is experienced in performing the work and services contemplated herein and, in light of such experience, Consultant covenants that it shall perform all services in a manner consistent with standards generally recognized as being employed by like professionals under similar circumstances.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign,

convey, or encumber (voluntarily or by operation of law) this Agreement.

- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- E. Consultant shall provide all services rendered hereunder in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included. In the event Consultant encounters a conflict between such ordinances, resolutions, statutes, rules or regulations, Consultant shall notify City in writing and the parties shall work cooperatively to resolve the conflict.

3. MANAGEMENT

The City's City Manager shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, including the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Rudy E. Munoz, Senior Vice President who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement. Tina Gall, Manager of LDM Associates Inc. shall be responsible for the performance of scope of services under this Agreement.

4. COMPENSATION

City agrees to pay Consultant, in accordance with the payment rates and terms contained in the Cost and Pricing Section of the Consultant's Proposal (Exhibit "A"). Subject to the City Manager's authority set forth in this Agreement, the total compensation paid to Consultant hereunder shall not exceed a twenty percent (20%) of each approved project's or program's expenditures unless otherwise authorized in advance and in writing by the City Manager. The Consultant shall only invoice the City on an actual time and materials basis based on the approved Rate Schedule for approved CDBG projects or programs described in the Consultant's Proposal (Exhibit "A").

If a the City opts for a contract extensions, compensation schedules for FY 2017-2018 and FY 2018-2019 shall be established and subject to CDBG federal allocations and County Community Development Commission contract approvals prior to the beginning of each fiscal year under contract. Payment schedule shall be agreed upon at least 30 days prior to each fiscal year. Each payment schedule and contract period extension may be added to this agreement as an Addendum, or shall be included in a new Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such

additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.

Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted and accepted, generally between 30-45 days after submission of invoice. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. BENEFITS

Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by the City of Duarte.

6. TRAVEL/EXPENSES

Consultant will not be eligible for any travel expenses.

7. AUDIT OR EXAMINATION

Consultant shall keep all records of funds received from City of Duarte and make them accessible for audit or examination for the term of the contract and a period of five (5) years thereafter, for a total of six (6) years. If there are any audits, claims, litigation, or other actions that involve the records applicable to the contract, then the records shall be retained until all issues are resolved, or the expiration of the six-year period, whichever occurs last.

8. GENERAL CDBG CONTRACT REQUIREMENTS

Conflict of Interest

[2 CFR Part 200.318(c)(1)(2)]

The CONSULTANT agrees to incorporate the language found in this section in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and County laws. The general rule shall be that no person described in the *Persons covered* section below who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons covered – The conflict of interest provisions of this section shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor/Consultant, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The CONSULTANT represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or LACDA. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the City any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the County's and/or LACDA's interest and the interests of the third parties.

Discrimination Against Persons with Limited English Proficiency (LEP)

The CONSULTANT shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that federally assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities. HUD guidelines on LEP were published in the Federal Register on January 22, 2007 and were effective February 21, 2007. These HUD guidelines should be applied to federally subsidized housing, programs and other services which may be contracted out to other contractors.

Title VI of the Civil Rights Act of 1964 (As Amended) [24 CFR Part 1.4]

The CONSULTANT agrees to comply with prohibition of discrimination on the basis of race, color, or national origin in all HUD-assisted programs.

Title I of Housing & Community Development Act of 1974, Section 109 (as Amended) [24 CFR Part 6.4]

The CONSULTANT shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded, in whole or in part, with funds made available under this title.

Age Discrimination Act of 1975 (as Amended) [42 U.S.C. §§ 6101 – 6107]

The CONSULTANT shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Rehabilitation Act of 1973, Section 504 (as Amended) [24 CFR Part 8.5]

The CONSULTANT agrees to comply with prohibition of disability discrimination and impose accessibility standards on housing and non-housing programs receiving Federal financial assistance.

Architectural Barriers Act and the Americans with Disabilities Act

The Consultant shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated 40.2 or the definition of building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225)(ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, easily accomplishable and able to be carried out without much difficulty or expense under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2.

Patent Rights and Copyrights [24 CFR Part 85.36(i)]

The CONSULTANT agrees that results in any discovery, invention or copyrightable material which may develop in the course of or under contract, the CITY/AGENCY reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use, the work for government purpose.

Energy Policy and Conservation Act [42 USC §6201 et seq.]

The CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and its requirements in the performance of this contract.

Awards to Parties on Federal Excluded Parties List (EPLS) [2 CFR Part 200 – Appendix II(A)]

The CONSULTANT affirms that it is not on the Federal Excluded Parties List and agrees to comply with 2 CFR Part 200 – Appendix II(A), which prohibits Federal funds as contract awards to any entity on the Federal Excluded Parties List maintained on www.sam.gov.

Executive Order 11246 – Equal Opportunity

[Amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966– 1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR/SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's/SUBRECIPIENT's legal duty to furnish information.
4. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the CONTRACTOR'S/CONSULTANT'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The CONSULTANT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 of the HUD Act of 1968 [24 CFR Part 135.38]

The CONSULTANT agrees that when new jobs or contracts are created as a result of the usage of certain HUD funds (including Public and Indian Housing funds), priority consideration is given, to the greatest extent feasible, to low- and very low-income

persons residing in the community in which the funds are spent and to businesses that provide economic opportunities for these persons.

Adherence to County's Child Support Compliance Program

The Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Operating Agency's duty under this Contract to comply with all applicable provisions of the law, the Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Warranty of Compliance with County's Defaulted Property Tax Reduction Program

The CONSULTANT acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Operating Agency qualifies for an exemption or exclusion, the Operating Agency warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

9. RECORDS

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided including materials costs and labor used to complete services under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City right to examine and audit books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for the term of the contract and a period of five (5) years thereafter, for a total of six (6) years, pursuant to CDBG Bulletin 08-0019 and any amendments thereafter. If there are any audits, claims, litigation, or other actions that involve the records applicable to the contract, then the records shall be retained until all issues are resolved, or the expiration of the six-year period, whichever occurs last.

Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other material prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the Community Development Director.

10. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant, upon thirty (30) days written notice and delivered by certified mail or in person. (24 CFR Part 84, Sec. 84.60). Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion

thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A", however Consultant shall not be held liable for any delay due to circumstances beyond its control. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default, unless such default is City's lack of payment to Consultant for services performed in accordance with this Agreement. In the event of suspension or termination not due to Consultant's default, City shall make payment for all services performed by Consultant up to the point of suspension or termination.

11. OWNERSHIP OF DOCUMENTS

A. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without liability to Consultant.

12. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability to the extent caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

13. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.

B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall ensure that evidence of personal auto liability coverage for each such person is kept on file in Consultant's administrative headquarters.

C. Worker's Compensation providing statutory benefits as required by California law.

D. Professional Liability or Errors and Omissions Insurance designed to protect against negligence, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.

E. The General Liability and Business Automobile insurance policies required hereunder, shall comply with the following requirements:

F. All insurance shall be written by insurers that are authorized and licensed to do business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

G. The policies shall be endorsed to name the City and its officers, officials, employees, agents, and designated volunteers as additional insureds.

H. Except for Workers Compensation and Professional Liability insurance, Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall not prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

I. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. In the event City would require higher limits that would cause financial loss to Consultant in the continued performance under this Agreement, City shall work with Consultant to come to an equitable adjustment in the budget to cover the additional expense.

J. Consultant shall renew the required coverage for three years after completion of services under this Agreement, provided such coverage remains commercially available at reasonable rates. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.

K. No work or services under this Agreement shall commence until the Consultant has

provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.

L. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

M. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

14. INDEPENDENT CONSULTANT

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

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

C. City agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should City desire to hire Consultant's employee, City agrees to pay Consultant equitable compensation for the loss of said employee.

15. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection

with the award of this Agreement or any work to be conducted as a result of this Agreement.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

18. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

19. NOTICES

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

If to City:

City of Duarte
Community Development
Attn: Craig Hensley
1600 Huntington Drive
Duarte, California 91010

If to Consultant:

LDM Associates Inc.
Attn: Rudy E. Munoz, Senior Vice President
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

20. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall City or Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, reasonable attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

21. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

B. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

22. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

23. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this

Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

24. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

25. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

LDM Associates Inc., a California Corporation

By _____
Dan Jordan
City Manager

By _____
Rudy E. Munoz
Its: Senior Vice President

Date: _____

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

SEE FOLLOWING PAGES



April 1, 2022

City of Duarte
Community Development Department
Attn.: Craig Hensley, Community Development Director
1600 Huntington Drive
Duarte, CA 91010

Subject: Proposal for Community Development Block Grant Project Administrative and Labor Compliance Services

Dear Mr. Hensley:

LDM Associates, Inc. (LDM), is pleased to submit a proposal to provide consulting services to administer and implement the City's Community Development Block Grant (CDBG) Program. LDM, along with its affiliate, MDG Associates, Inc. (MDG), have been providing high-quality services to municipal agencies, the U.S. Department of Housing and Urban Development (HUD), Los Angeles County Development Authority (LACDA), and private clients for over 35 years.

LDM's emphasis and capabilities are in the management of HUD Community Planning and Development (CPD) Program grants such as Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) funds. LDM also manages one-time HUD entitlement grants such as the Neighborhood Stabilization Programs (NSP 1, 2 & 3), Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant - CARES Act (CDBG-CV) grants. In addition, the firm provides federal grant compliance monitoring services for capital improvement projects such as labor compliance (both State and Federal). Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of HUD funded grants administration and implementation. Provided herewith, is the information requested in your Request for Proposals (RFP).

You may contact me at the following address, telephone number or e-mail should you have any questions regarding this proposal:

LDM Associates, Inc.
Rudy E. Muñoz, Senior Executive Vice President
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
(909) 476-6006
rmunoz@mdg-ldm.com

If you have any questions regarding this proposal, please do not hesitate to call me at your convenience.

Respectfully Submitted,



Rudy E. Mungge
Senior Executive Vice President

Enclosure: Proposal



City of Duarte

PROPOSAL

**Community Development Block Grant
Project Administrative and Labor Compliance
Services**

April 2022

**Corporate Headquarters
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730**

Telephone ■ (909) 476 - 6006

Fax ■ (909) 476 - 6086

CITY OF DUARTE

**PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT ADMINISTRATIVE
AND LABOR COMPLIANCE SERVICES**

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Attachment:

Resumes of Key Personnel

SECTION I. DESCRIPTION OF FIRM, QUALIFICATIONS, AND EXPERIENCE

LDM Associates, Inc. (LDM), was established in 1986 and has undergone steady growth since its inception. LDM is a corporation registered in the State of California. In response to our clients' needs, LDM and its affiliate MDG Associates, Inc. (MDG), provide a wide variety of Community Development consulting services including, but not limited to Grants Management; Project Management; Construction Management; Architectural Design; Urban Planning; and, Labor Compliance Monitoring.

LDM Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by the City. Currently, LDM has thirty (30) staff members. Sixteen (16) of the staff members are knowledgeable and experienced in the administration of U.S. Department of Housing and Urban Development (HUD) funded Community Planning and Development (CPD) grants which include Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funds. Our staff administers and implements State of California funded grants such as CDBG, CalHome, and State HOME Programs. In addition, our staff provides day-to-day administration and implements services for programs or projects funded under these grants including Housing Rehabilitation, Commercial Rehabilitation, Economic Development, Homebuyer programs, Capital Improvement Project Management and Labor Compliance Monitoring and Enforcement. LDM provides administrative and management services to cities that are seeking a consultant that can act as an extension of their staff and represent the interests of the City.

LDM is a Veteran-Owned Small Business (VOSB). Its affiliate MDG, is a Los Angeles County registered Minority Business Enterprise (MBE) and a State of California registered Small Business (SB).

Grants Management:

LDM provides administration and implementation services for HUD entitlement and non-entitlement (small participating cities) programs which include CDBG, HOME, and ESG. We also provide similar services for one time HUD and U.S. Treasury funds including Disaster Recovery (CDBG-DR), Community Development Block Grant - CARES Act (CDBG-CV), Emergency Solutions - CARES Act (ESG-CV), Neighborhood Stabilization Programs (NSP) and US Treasury CARES Act and RESCUE Act funds. In addition, staff members implement activities funded under the aforementioned programs such as Housing Rehabilitation and Economic Development programs.

LDM's team members previously were employed as Program Managers with the Los Angeles County Development Authority (LACDA); making LDM team members uniquely qualified to act as a liaison to LACDA on behalf of client cities, as well as provide cities the necessary expertise and technical assistance required to successfully implement all federal programs supported through the LACDA.

The firm maintains an excellent relationship with the local HUD office as well as at the headquarters level (Washington D.C.). Our staff currently provides technical assistance (TA) to grantees throughout the country on behalf of HUD Headquarters through the OneCPD and Community Compass Programs. The technical assistance is provided to states, counties, cities and other HUD funded grantees in conjunction with the CDBG, HOME, and NSP programs as well as the IDIS and DRGR HUD reporting systems. In addition, LDM maintains an excellent relationship with LACDA Grants Management staff.

Our staff is tasked by HUD Headquarters to conduct national training to recipients of HUD funds

(grantees) as well as HUD Staff. The training has been in the areas of “Basically CDBG,” Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), Community Development Block Grant - CARES Act (CDBG-CV), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Additionally, our staff provides assistance to grantees through the HUD Resource Exchange Ask a Question (AAQ) program in the areas of CDBG, HOME, and DRGR.

LDM and its affiliate currently possess contracts with 37 cities and four (4) counties throughout the western United States. We manage HUD CPD entitlement funds totaling approximately \$85 million. The services are primarily for the day-to-day implementation of CDBG, HOME and ESG Programs. For some clients, LDM provides specific services such as IDIS Technical Assistance, project monitoring, federal labor standards (Davis-Bacon) compliance, monitoring CDBG/HOME and ESG grants, preparation of Consolidated Plan/Action Plan, and the preparation of Consolidated Annual Performance and Evaluation Report (CAPER).

Our staff is knowledgeable in a number of computer programs including all of the Microsoft Office software, Microsoft Project, Adobe programs and AutoCAD. Our staff is fully trained in the use of all required Federal, State and local online reporting databases, including but not limited to the Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Homeless Management Information System (HMIS), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HEROS (Environmental Review Module), LACDA’s online management and reporting system, and FederalReporting.gov.

Housing Rehabilitation:

LDM is currently under contract with 15 cities throughout Southern California for the management and implementation of their housing rehabilitation programs, including mobile homes. During the prior year, the firm processed and completed the rehabilitation of approximately 225 residential single-family dwellings and mobile homes. The funds utilized for the implementation of the rehabilitation programs included U.S. Department of Housing and Urban Development (HUD) CDBG and HOME funds, as well as State of California Housing and Community Development (HCD) HOME and CalHome funds.

LDM maintains quality, electronic management systems for different types of programs including, but not limited to, emergency repair programs, rental rehabilitation programs, owner-occupied – single family rehabilitation program, and mobile home repair programs. Responsibilities under these programs typically include the overall administration of the program; reviewing applications for eligibility; preparing the environmental review record and clearances where required [California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)]; loan underwriting and loan document preparation for loan based programs; initial, progress and final inspections; responding to contractor questions during the bidding process; construction management and oversight; review and processing contractor payment request; and, preparing regulatory reports for HUD and HCD.

Commercial Rehabilitation:

For over fifteen (15) years, our firm provided cities with administration and implementation of Commercial Rehabilitation Programs. During the past five (5) years, we assisted seven (7) cities with the rehabilitation of approximately 55 commercial buildings. Commercial Rehabilitation services were provided to the cities of Carson, El Monte, Hawthorne, Lawndale, Paramount, Redlands, Rialto and

Upland. In addition, LDM and its affiliate MDG are establishing two (2) new commercial rehabilitation programs for the cities of Buena Park and Hesperia. The level of service requested by each city differs, however in most cases, LDM and MDG provide administration and implementation services including inspection, design services, project management and labor compliance monitoring.

Neighborhood Stabilization Program:

LDM is currently working with a number of cities throughout the United States under direct contract with HUD and under HUD's Technical Assistance program to closeout and provide technical assistance for Neighborhood Stabilization Program grants. LDM staff conducts training and workshops instructing clients on closeout and NSP post closeout procedures. This includes reporting, monitoring affordability, and the reuse of program income funds. In addition, LDM staff works directly with HUD to offer technical assistance as part of the NSP "Ask a Question" portal for grantees.

CARES Act (CDBG-CV) Program Administration:

LDM administers and implements the State of California's CARES Act (CDBG-CV) Program. Duties include the preparation of the Action Plan amendments, preparation of subrecipient agreements, processing payment requests and monitoring agencies for compliance. In addition, LDM staff provides HUD with on-call technical assistance and participates in the CARES Act (CDBG-CV) "Ask a Question" portal for grantees.

Labor Compliance (Davis-Bacon Act):

LDM and MDG provide Labor Compliance services to thirteen (13) cities throughout Southern California. The typical scope of work includes review of bid documents for compliance with the requirements of Davis-Bacon and Related Acts, Section 3, and DOL regulations; attend pre-construction meeting and present information on Davis-Bacon and Section 3; ensure contractor and subcontractor eligibility; review contractor bid documents for compliance; establish and maintain contractor and subcontractor labor files; conduct employee field interviews and document posting compliance; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; compile and submit labor standards and related reports to HUD and LACDA; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

Section 3:

Our staff is experienced in the implementation of Section 3 employment, contracting and training requirements. Currently, LDM monitors labor compliance activities on 15 projects with a combined construction value of over \$13 million. Of these projects, ten (10) are Section 3 covered projects.

SECTION II. SCOPE OF SERVICES

In the performance of administering and implementing Duarte's CDBG Program and Labor Compliance services, LDM will provide staffing and other resources required to perform the following:

A. ADMINISTRATIVE DUTIES

1. LDM will provide technical assistance for the administration and implementation of the City's CDBG Program.

- a. Prepare CDBG documents including contracts, agreements and amendments, as needed.
 - b. Prepare and publish public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
 - c. Prepare reports and resolutions for City Council review and approval.
 - d. Inform and update City on CDBG funded program expenditures, progress, and accomplishments.
 - e. Prepare and submit to LACDA annual Program Planning Summaries identifying Duarte's CDBG projects and budgets.
 - f. Process CDBG Reimbursable Contract and Amendments.
 - g. Prepare and complete LACDA reports and documents including the Quarterly Performance Report, Labor Standards report and Contract/Subcontract activity report.
 - h. Keep City informed on current LACDA and HUD CDBG requirements.
 - i. Provide other administration services to ensure compliance with all CDBG federal regulations and LACDA policies and procedures.
 - j. Monitor construction activities and review change orders on the job site and/or with the Community Development Director and/or Public Works Manager or his/her designee, to ensure consistency with the CDBG project scope of work (Agreement to Implement) as approved by LACDA.
2. LDM will prepare LACDA "Agreements to Implement" for CDBG projects including project descriptions and budgets.
 - a. Complete and submit the Agreement to Implement and accompanying project description and budget (LACDA "Exhibit A") documents.
 - b. Prepare and process CDBG Project Amendments, as necessary
 - c. Prepare and publish public hearing notices.
 3. LDM will provide consultation to the Duarte Finance staff in preparation of LACDA CDBG Funding Requests.
 - a. Review payment requests and invoices for CDBG services and expenditures.
 - b. Monitor the drawdown of CDBG funds in order to comply with the LACDA /HUD performance goals.
 4. LDM will coordinate with staff and gather all necessary files and documentation for CDBG Program monitoring and audit preparation.
 - a. Develop and maintain all necessary documentation for CDBG monitoring and annual City Audit.
 - b. Assist LACDA during annual CDBG monitoring and program performance reviews, and City auditors during City annual audit.
 5. LDM will act as the City's liaison and representative to LACDA.
 - a. Coordinate program monitoring visits and audits.
 - b. Prepare responses to LACDA correspondence and monitoring findings.
 - c. Submit inquiries for clarification and determinations on behalf of the City.
 - d. Attend mandatory meetings, complete mandatory trainings, and attend LACDA

Quarterly Meetings on behalf of the City.

6. LDM will ensure compliance with all applicable Federal, State and local laws and policies.
 - a. Maintain current CDBG regulations and materials.
 - b. Circulate CDBG information bulletins to City staff.
 - c. Attend LACDA and HUD seminars on CDBG program and regulatory changes.

B. LABOR COMPLIANCE SERVICES

LDM will provide Davis-Bacon monitoring and contract compliance for CDBG-funded construction projects.

- a. Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
- b. Submit construction bid document to LACDA prior to advertisement of bids.
- c. Verify contractor and subcontractor eligibility.
- d. Participate in preconstruction conferences.
- e. Prepare and submit documents and reports required by the U.S. Department of Labor (DOL), U.S. Department of Housing and Urban (HUD), and LACDA for construction projects.
- f. Report and track wage modifications, or other changes in federal wage decisions.
- g. Review Weekly Certified Payroll Reports, ensure applicable job site postings, and conduct worker job site interviews to ensure compliance with prevailing wage requirements.
- h. Prepare and maintain labor and contract compliance files for LACDA and HUD monitoring.
- i. Review all construction contract files prior to project close-out.
- j. Prepare labor violation reports, and coordinate and process payment restitution to resolve labor violations.

SECTION III. MANAGEMENT AND STAFFING

LDM implements a team approach for the management of CDBG programs. While we assign lead team members to each client, we incorporate every level of staff to assist and serve our clients. This team approach allows us to control costs that are passed along to our clients, and to offer clients the maximum level of experience and expertise among individual team members. Rudy E. Munoz, Senior Executive Vice President, will be responsible for the contract management functions and will oversee the assigned personnel for the CDBG Program administration functions.

Assigned Personnel:

The members of our consulting group proposed to provide the services include Tina Gall, Manager, and, Marc Hughes, Associate.

Ms. Gall will be responsible for the day-to-day implementation of the CDBG Program. Ms. Gall has been administering CDBG Programs as member of LDM for the past twenty (20) years. In addition,

prior to joining LDM Associates, Ms. Gall worked as a Program Manager for LACDA (formerly LACDC) in the Community Development Block Grant Division specifically overseeing participating cities' CDBG Programs.

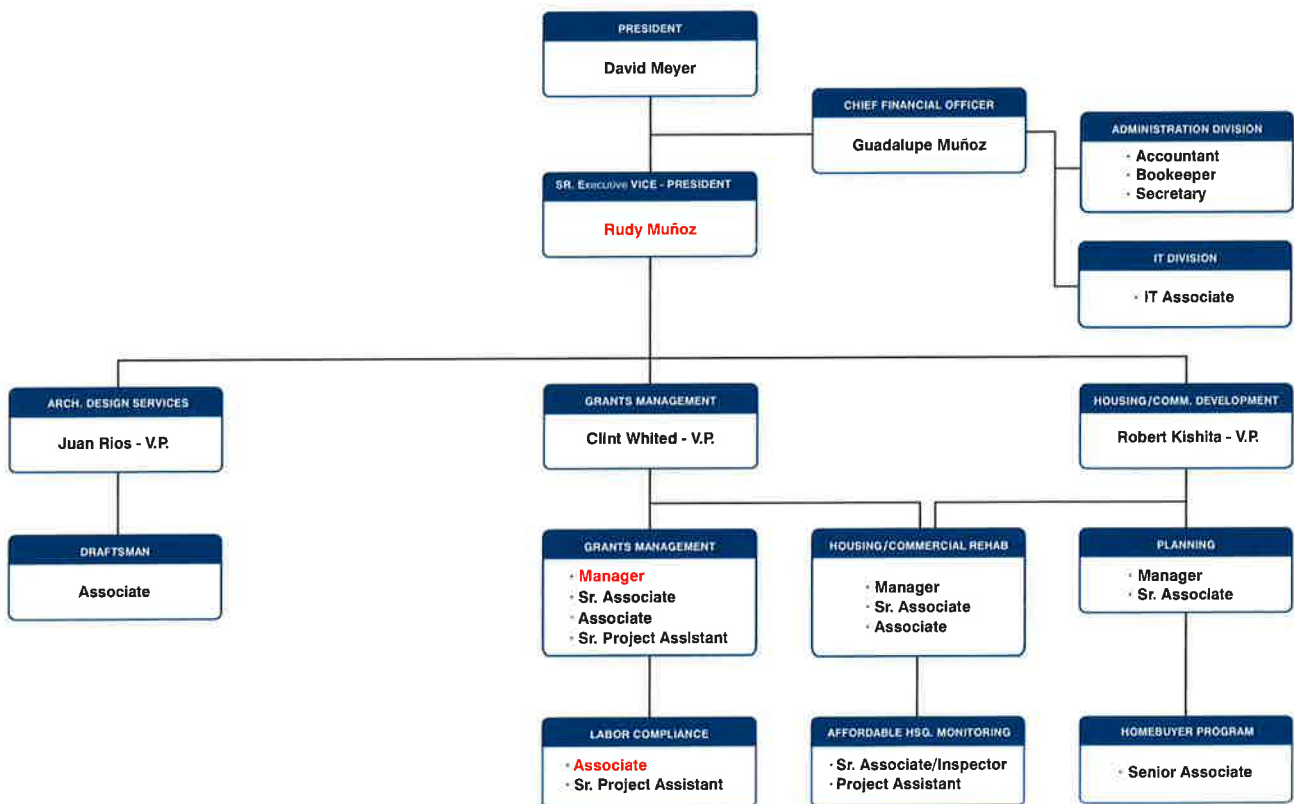
Mr. Hughes will assist on an as-needed basis or in the absence of Ms. Gall to perform labor compliance services. Mr. Hughes has been with LDM for the past six (6) years, administering CDBG programs and implementing Davis-Bacon and State of California labor compliance monitoring. Additional staff members may be assigned on as-needed basis.

The resumes of the aforementioned individuals are included in the Resume of Key Personnel section of this document.

Authorized Signatories:

David D. Meyer, President, or Rudy E. Muñoz, Senior Executive Vice President are the authorized signatories for contracts on behalf of LDM Associates. Guadalupe Muñoz is the Chief Financial Officer of LDM Associates.

LDM ASSOCIATES, INC. • ORGANIZATION CHART



SECTION IV. CLIENT REFERENCES

The following list represents a portion of our current client list for which we provide similar services.

LACDA URBAN COUNTY CITIES:

City of Agoura Hills – Jessica Forte, Director of Public Works

JT Treichler, Administrative Analyst to the City Manager

Services Provided: CDBG Program Administration; and Davis-Bacon and Section 3 Compliance Monitoring.

Date of Contract: 1999 to Present

Email address: jforte@agourahillscity.org

Phone Number (818) 597-7309; Email address: jtreichler@agourahillscity.org

City of Azusa – Matt Marquez, Director of Economic and Community Development

Services Provided: CDBG and CDBG-CV Program Administration, coordination and technical assistance; Davis-Bacon and Related Acts and Section 3 monitoring and compliance; public service subrecipient oversight, monitoring and technical assistance; contract compliance.

Date of Contract: 2015 to Present

Phone Number: (626) 812-5236; email address: mmarquez@azusaca.gov

City of Claremont – Brad Johnson, Director of Community Development Department

Services Provided: CDBG Program Administration; CDBG funded Housing Rehabilitation Program implementation; public service program technical assistance; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2010 to Present

Phone Number (909) 399-5342; email address: bjohnson@ci.claremont.ca.us

City of San Dimas – Henry Noh, Director of Community Development

Services Provided (through affiliate, MDG Associates, Inc.): CDBG Program Administration and technical assistance; CDBG Housing Rehabilitation Program implementation.

Date of Contract: 2018 to Present

Phone Number: (909) 394-6281 ; email address: hnoh@sandimasca.gov

City of Walnut - Tom Weiner, Community Development Director

Services Provided: CDBG Program Administration (Urban County with LACDC); CDBG funded Housing Rehabilitation Program implementation; public service program technical assistance; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2000 to Present

Phone Number (909) 595-7543; email address: tweiner@ci.walnut.ca.us

HUD ENTITLEMENT CITIES:

City of Fontana – Valerie Gonzales, Housing Manager

Services Provided: CDBG/HOME/CDBG-R/NSP Program TA; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon/Section 3 Compliance; Policies and Procedures for FTHB and Housing Rehabilitation Programs

Date of Contract: 2009 to Present

Contact Person: Phone Number: (909) 350-6625; email address: vgonales@fontana.org

City of Hawthorne – Kimberly Mack, CDBG/HOME and Housing Manager

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2002 to 2010 and 2014 to Present

Phone Number: (310) 349-1603; email address: kmack@cityofhawthorne.org

City of Palmdale - Mike Miller, Director of Neighborhood Services

Services Provided: CDBG/HOME/CDBG-R/NSP Program Administration and Technical Assistance; Redevelopment Consultation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; 5 Year Implementation Plan (Redevelopment); Davis-Bacon and Section 3 Compliance; affordable housing monitoring.

Date of Contract: 2000 to Present

Phone Number: (661) 267-5126; email address: MikeM@cityofpalmdale.org

City of Paramount – Kim Sao, Finance Director

Services Provided: CDBG/CDBG-R/NSP/HOME Program Administration; Redevelopment Consultation; CDBG and HOME funded Housing Rehabilitation and Commercial Rehabilitation Program Implementation; Homebuyer Assistance Program; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; 5 Year Implementation Plan (Redevelopment); Davis-Bacon Compliance; and affordable housing monitoring.

Dates of Contract: 2003 to Present

Phone Number: (562) 220-2210; email address: KSao@ParamountCity.com

City of Upland – Liz Chavez, Manager of Development Services

Services Provided: CDBG Program Technical Assistance; CalHome and RDA funded Housing Rehabilitation Program Implementation (4 separate programs); RDA funded Commercial Rehabilitation Program Implementation; CalHome and RDA funded Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Planning Services; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2004 to Present

Phone Number: (909) 931-4146; email address: lchavez@ci.upland.ca.us

SECTION V. WORK PLAN - TECHNICAL

LDM promotes a team approach to the administration of the CDBG Program. This approach allows our clients to expect and receive a continuous level of service by all qualified LDM staff. The team approach also allows us to assign individuals with expertise in certain areas to assist clients with a variety of complex tasks. The work program for each city varies depending on the city's needs. LDM prefers to perform a large portion of the tasks on-site with some file management services performed in-house. In cases where space availability is limited, we perform the majority of the tasks remotely and from our corporate office in Rancho Cucamonga while holding regularly scheduled meetings with staff.

Based on the Scope of Work and the City's continuing 2022-2023 CDBG project, LDM anticipates providing an average of six (6) to eight (8) on-site and/or remote hours weekly, depending upon the various phases of project implementation or as requested by City Staff. We will act as an extension of City staff. We will provide flexible scheduling to meet the needs of the City. In addition, we will make ourselves available to attend meetings as requested. Our consultant team will be available during non-scheduled hours in order to meet your needs. LDM staff will maintain professional proficiency in the requirements of the CDBG Program, and attend all required LACDA CDBG training and information sessions.

Based on our extensive experience in administering CDBG Programs, LDM has developed a timeline for the program year in order to perform all required program management, coordination, monitoring and program evaluations as required by all applicable Federal and CDC requirements and policies.

CDBG Administration Timeline

July

- Beginning of new fiscal year
- Quarterly Performance Reports due by the end of the first week for the prior year's fourth quarter

August

- 31st – Financial Close-Out Deadline for all prior year projects

September

- End of 1st quarter
- Contract and Subcontract Activity Report due to LACDA
- Semi-Annual Labor Standards Report due to LACDA

October

- Quarterly Performance Reports due by the end of the first week for the current year's first quarter
- Technical Assistance and project oversight of any capital improvement or public service projects

December

- End of 2nd quarter
- Beginning of planning process for next year's CDBG funded programs/projects

January

- Quarterly Performance Reports due by the end of the first week for the current year's second quarter
- City Council approval of proposed continuing and new CDBG funded programs/projects

February

- Planning Summaries, Proposed Exhibit As, and Environmental Service Requests deadline to LACDA

March

- End of 3rd quarter
- 31st – Performance Policy Compliance deadline (expenditure drawdown)
- 31st – Single Audit Report due

- Contract and Subcontract Activity Report due to LACDA
 - Semi-Annual Labor Standards Report due to LACDA
- April
- Quarterly Performance Reports due by the end of the first week for the current year's third quarter
 - Technical Assistance and project oversight of any capital improvement or public service projects
- May
- 30th – Amendment Request Deadline for current year projects
 -
- June
- End of 4th quarter and fiscal year

Davis Bacon and Related Acts (DBRA) Compliance:

- Determine CDBG eligibility of potential capital improvement projects
- Provide CDBG-related bid package and construction contract documents to LACDA
- Participate in pre-construction conferences and provide compliance documents related to federal requirements
- Prepare and submit documents and reports required by the U.S. Department of Labor (DOL), the U.S. Department of Housing and Urban Development (HUD), and the Los Angeles County Development Authority (LACDA) for construction projects receiving CDBG funding
- Review Certified Payroll Reports and correspond with contractors regarding payroll deficiencies
- Perform on-site monitoring related to federal Labor Standards and other CDBG requirements
- Conduct a labor compliance close out of the project and complete a labor compliance file and submit to LACDA for review.

SECTION VI. COST BREAKDOWN, WORK, TASKS, TIME SCHEDULE AND PRICING

LDM proposes to provide on-site and/or remote services to the City of Duarte an average of six (6) to eight (8) hours weekly, or as requested by City Staff. Based on the scope of work and additional information as identified in this proposal, LDM proposes to invoice on a time and material basis as shown on the attached Rate Schedule (see Exhibit "A").

For the upcoming CDBG Program Year, July 1, 2022 through June 30, 2023, LDM proposes to administer the City's CDBG-funded "Duarte City Hall Courtyard ADA Improvement Project" for the not-to-exceed amount allowed by LACDA of twenty percent (20%) direct project administration costs per CDBG project, including labor compliance services. Specifically, the "not to exceed amount" for the FY 2022-2023 Duarte City Hall Courtyard ADA Improvement Project will be approximately **\$18,000**.

Should a multi-year Agreement be offered, LDM reserves the right to re-evaluate future CDBG project's "not to exceed amount" depending upon the City's annual CDBG allocation.

Should the City choose to extend the agreement for additional years beyond the first year, the Rate Schedule under Exhibit "A" also provides the effective rates through June 2026.

Conflict of Interest

LDM Associates, Inc. is not aware of any possible conflict of interest that might limit the projects on which our firm could work.

Statement

This proposal as submitted is valid for a period of 120 days from the date of submittal.

EXHIBIT "A"

LDM Associates, Inc.

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of July 1, 2021

Title	PY 2022-2023	PY 2023-2024	PY 2024-2025	PY 2025-2026	PY 2026-2027
President/Senior Vice President	\$124.50	\$128.00	\$131.00	\$134.00	\$137.50
Vice President	\$119.00	\$122.00	\$125.00	\$128.00	\$131.00
Director	\$114.00	\$117.00	\$120.00	\$123.00	\$126.00
Manager	\$108.50	\$111.50	\$114.50	\$117.50	\$120.00
Senior Associate	\$102.50	\$105.50	\$108.00	\$111.00	\$114.00
Associate	\$92.50	\$95.00	\$97.50	\$100.00	\$102.50
Senior Project Assistant	\$76.00	\$78.00	\$80.00	\$82.00	\$84.00
Project Assistant	\$71.00	\$73.00	\$75.00	\$77.00	\$79.00
Secretary	\$49.50	\$51.00	\$52.50	\$54.00	\$55.50

NOTE: Each additional year represents an increase of 2.5%

REIMBURSABLE ITEMS

Project Supplies	At Cost plus 10% surcharge (when applicable)
Prints/Reproductions	At Cost plus 10% surcharge (when applicable)
Postage and Delivery	At Cost plus 10% surcharge (when applicable)



Resumes of Key Personnel



RUDY MUÑOZ

Senior Vice-President

AREAS OF EXPERTISE

Grants Management
HUD CPD Programs
Disaster Recovery Programs
CARES Act
Disaster Recovery Grant
Reporting (DRGR) System
Uniform Administrative
Requirements-2 CFR Part 200

YEARS OF EXPERIENCE

37 Years

CERTIFICATIONS/TRAINING

Certified HOME Program
Regulations
California General Contractor
No. 681042
ICBO Earthquake Retrofit -
Wood Frame Certification
Certified Lead Visual Inspector

EDUCATION

Bachelor of Architecture
California Polytechnic
University - Pomona

WORK HISTORY

LDM Associates, Inc.
1991 - Present
City of Huntington Park
1988 - 1991



Rudy Muñoz serves as President and founder of MDG Associates, Inc. Over the past 31 years, he has assisted cities and counties with the design, administration, and implementation of their HUD-funded CPD Programs, including, but not limited to the CDBG, HOME, NSP and CDBG-DR programs. Rudy works with government agencies on the development of implementation strategies and tools that facilitate the management of their programs. He has been involved in HUD Disaster Recovery Programs since the 1994 Northridge Earthquake, where he directed the rehabilitation of over 300 homes for two cities in Los Angeles County. Rudy works as a subcontractor to several national Technical Assistance (TA) providers through HUD's Community Compass initiatives. He has provided classroom training on behalf of HUD including Basically CDBG, Assessment of Fair Housing (AFH), CPD Maps, eCon Planning Suite, and the Disaster Recovery Grant Reporting (DRGR) system. Due to his Spanish fluency, he has also provided all of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

PROJECT SPECIFIC EXPERIENCE

State of California - Disaster Recovery and Mitigation Grant Financial Management, Data, and Reporting

Subject Matter Expert – Team Co-lead | November 2019 - Current

Rudy is the working group co-lead for the implementation of the 2017, 2018, and 2020 disaster recovery and mitigation grants financial management, data, and reporting (FDR) unit of the State of California Housing and Community Development (HCD) Disaster Recovery unit. In total, he is working with seven disaster recovery and mitigation grants totaling approximately \$1.5 billion. Building on the basic framework of the CDBG program regulations, CDBG-DR Federal Register Notices, and the 2 CFR Part 200 regulations, Rudy has led the preparation of financial management policies and procedures, the development of standard operating procedures (SOPs), workflows, forms and documents, checklists, and system tools to assist HCD-DR staff in the fiscal management aspects of the disaster recovery and mitigation grants. He is assisting in conducting regularly scheduled reconciliations of their labor costs as well as the reconciliation across the three different program level systems (DRGR, Fi\$Cal, and Grants Network) and one project level system (eGrants). Rudy also provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients in matters related to financial management.

Programs: CDBG-DR | CDBG-MIT | 2 CFR Part 200

Client: Wendy Nelson, Section Chief – Fiscal Compliance, California HCD
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
wendyp.nelson@hcd.ca.gov (916) 841-8996



RUDY MUÑOZ

Senior Vice-President

PROJECT SPECIFIC EXPERIENCE

Rehabilitation Programs (multiple agencies)

Program Manager / President | 1985 - Current

Rudy has provided residential and commercial rehabilitation program administration services to the City of Upland in addition to approximately 40 other grantees / participating jurisdictions in the last 30 years. Rudy's services to Upland have supported improvements to residential and commercial structures in the low- and moderate-income sections of the community. Rudy has designed and implemented housing rehabilitation programs utilizing a variety of grants including, but not limited to, CDBG, HOME, state, and local redevelopment funds that resulted in the rehabilitation of over 1,000 residential dwellings. In addition, he has designed and implemented commercial rehabilitation programs utilizing CDBG and local funds that has resulted in the renovation of over 200 commercial buildings in commercial districts that serve the low- and moderate-income community. In this role, Rudy has developed program guidelines, policies and procedures, implementation forms and documents, and tracking and monitoring systems for these programs. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: Liz Chavez, Development Services Manager, City of Upland
460 N. Euclid Avenue, Upland, CA 91786 lchavez@ci.upland.ca.us (909) 931-4146

City of Paramount (plus various other cities), HUD CPD Programs Administration/Housing & Commercial Rehabilitation Administration

Program Manager / President | 2001 - Current

Rudy has provided program administration services to the City of Paramount in addition to 30 other grantees / participating jurisdictions during the last 20 years. Rudy's services to Paramount have supported improvements to a number of community facilities and infrastructure projects in the low- and moderate-income sections of the community. Rudy has designed and implemented a housing rehabilitation program utilizing HOME program funds that resulted in the rehabilitation of over 350 homes. In addition, he has designed and implemented a commercial rehabilitation program utilizing CDBG funds that has resulted in the renovation of over 60 commercial buildings in the City's core commercial district that serves the low- and moderate-income community. In this role, Rudy has developed program guidelines, supporting forms and documents, and tracking and monitoring systems for all of these programs to ensure compliance with CDBG and HOME regulations. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: John Carver, Community Development Director, City of Paramount
16400 Colorado Avenue, Paramount, CA 91723 jcarver@paramountcity.com (562) 220-2048



RUDY MUÑOZ

Senior Vice-President

PROJECT SPECIFIC EXPERIENCE

“Basically CDBG” Curriculum Trainer / TA

Subject Matter Expert /Co-Lead Trainer | 2010 - Current

Rudy was a co-trainer under contract to Enterprise Advisors and ICF for HUD's live in-person Basically CDBG Trainings from 2010 to 2017, which culminated in a recorded session in Atlanta, GA that was subsequently edited and used as part of HUD's Basically CDBG Online e-learning curriculum that is available to the public on the HUDEXchange.info website. Rudy also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Rudy assisted in writing the content for the topical capacity building modules, made recommendations for edits to the live video recordings and reviewed all content for consistency with current HUD policy and guidance. Rudy assisted in the translation of the Basically CDBG training slide deck and manual into Spanish and provided the training in Spanish for the Commonwealth of Puerto Rico.

Programs: CDBG | Federal Crosscutting

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

HUD CPD Program Trainings

Subject Matter Expert / Trainer | 2010 - Current

Rudy has provided a number of live in-person trainings on behalf of HUD through multiple service providers such as Enterprise Advisors, Cloudburst Group, ICF and NALCAB. Rudy has provided in-class training and technical assistance for grantees in two of HUDs reporting systems: the Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He has assisted HUD Headquarters as a beta tester for the updates to the DRGR system as well as being a drafter/reviewer on the Ask A Question (AAQ) pool. Rudy was also selected as a trainer for the Assessment of Fair Housing (AFH) Final Rule and has also trained Financial Management Systems (2 CFR Part 200 - Uniform Administrative Requirements), eCon Planning Suite (for the development of Consolidated Plans and Action Plans); and CPD Maps. Rudy has provided all of the aforementioned training in English and in Spanish for the Commonwealth of Puerto Rico. In 2020, Rudy presented the CDBG-CV National Objectives training.

Programs: CDBG | Federal Crosscutting | AFH | IDIS | eCon Planning Suite

Client: HUD Office for Grants Programs
451 7th St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191



TINA GALL

Manager

AREAS OF EXPERTISE

Grants Management
CDBG Program
Housing and Community Development
Davis-Bacon and Related Acts (DBRA) – Prevailing Wages

YEARS OF EXPERIENCE

30 Years

EDUCATION

Master of Arts, Urban Planning
University of California at Los Angeles

Bachelor of Arts, Psychology,
University of California at Los Angeles

WORK HISTORY

LDM Associates, Inc.
2002 - Present

Community Development
Consultant
1993 - Present



Tina Gall possesses 30 years of experience in the community development field which includes current and advanced planning, grant writing, and grants management. Currently, Ms. Gall is responsible for providing clients with the administration and implementation of the federal Community Development Block Grant (CDBG) Program. Her area of expertise also includes federal and state labor compliance requirements, including federal Davis-Bacon and Related Acts (DBRA) and California Public Works labor and contract compliance. Ms. Gall also offers advanced planning services in areas such as housing policy analysis, transportation planning, environmental review, and contract administration.

PROJECT SPECIFIC EXPERIENCE

City of Duarte - CDBG Program Administration (multiple agencies) Compliance

Project Manager | 2015 - Current

Tina Gall leads the implementation, administration, monitoring and compliance for the CDBG Program in various other cities, including but not limited to Agoura Hills, Azusa, Duarte and San Dimas. She provides clients with day-to-day administration of the CDBG and CDBG-CV programs, including oversight of public facilities and infrastructure improvements, public service activities, economic development and housing-related projects. Services include development of the annual Notice of Funding Availability, review of program applications for CDBG eligibility and consistency with the goals of the Consolidated Plan. Ms. Gall acts as the liaison between City, LACDA, federal, and state agencies. She develops program performance metrics, completes financial processing and monitoring, and is responsible for labor standards enforcement, subrecipient management, and capacity building.

Programs: CDBG | CDBG-CV

Clients: Craig Hensley, City of Duarte, Community Development Director
1600 Huntington Drive, Duarte, CA 91010
chensley@accessduarte.com | (626) 357-7931

City of Azusa – Labor Compliance (multiple agencies)

Project Manager | 2013 – Current

Tina Gall provides labor compliance monitoring services for the CDBG Program in various other cities, including but not limited to Agoura Hills, Azusa, and Duarte. Tina Gall is responsible for the labor compliance monitoring of Davis-Bacon and Related Acts (DBRA), as well as state labor wage requirements. This includes bid document review, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. She is also responsible for preparing the Semi-Annual and Annual reports to LACDA and the U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Matt Marquez, City of Azusa, Economic and Community Development Director
213 E. Foothill Boulevard, Azusa, CA 91702
mmarquez@azusaca.gov | (626) 812-5236



TINA GALL

Manager

PROJECT SPECIFIC EXPERIENCE

City of Baldwin Park, HUD CPD Consolidated Plan

Manager | 2019-2020

Tina Gall was responsible for the preparation of the City's Five-Year Consolidated Plan for the Community Development Block Grant and HOME Investment Partnership Act funds for the 2020-2024 Program Planning Period. Tina Gall was responsible for the preparation of the City's updated Limited English Proficiency (LEP) Plan and Citizen Participation Plan for the same five-year period. In addition, she prepared the One-Year Action Plan for the first year of the Five-Year Consolidated Plan cycle. In the development of these HUD mandated documents, she secured required data from multiple resources, performed required analyses and assessments, coordinated community engagement and community response through the use of surveys, focus groups, and interviews. Ms. Gall completed required draft and final Consolidated Plan documentation inclusive of narrative, mapping, charts, and graphs.

Programs: CDBG | HOME

Client: Carol Averell, Housing Manager
14403 E. Pacific Avenue, Baldwin Park, CA 91706
CAverell@baldwinpark.com (626) 960-4011, Extension 496

County of Santa Barbara, CDBG

Manager | 2013 - 2017

Tina Gall provided CDBG Program Administration services to the County of Santa Barbara. In this capacity, Tina Gall designed, developed, and implemented the County's annual CDBG-funded projects, provided CDBG regulatory technical assistance and implementation services for the County's Section 3 and Labor Compliance requirements. She conducted HUD-required Environmental Reviews, developed a CDBG Monitoring Plan, including program management audits and financial systems procedures. Tina Gall also developed CDBG training curriculum and assisted County staff in annual training of subrecipients.

Programs: CDBG

Client: Laurie Baker, Grants and Programs Manager
123 E. Anapamu Street, 2nd Floor, Santa Barbara, CA 93101
lbaker@co.santa-barbara.ca.us | (805) 568-3520



MARC HUGHES

Associate

AREAS OF EXPERTISE

Labor Compliance
Section 3 Requirements
Davis-Bacon and Related Acts (DBRA)

YEARS OF EXPERIENCE

3 Years

CERTIFICATIONS/TRAINING

HUD Section 3 Final Rule
DOL Bipartisan Law
Infrastructure
HUD Labor Compliance

EDUCATION

Mt. San Antonio College
Walnut, CA

WORK HISTORY

LDM Associates, Inc.
2018 - Present



Over the past 3 years, Marc has led the company's labor compliance and Section 3 monitoring program. The labor compliance monitoring has included both State of California as well as the federal Davis-Bacon and Related Acts (DBRA). Marc has been responsible for labor compliance monitoring for over fifteen cities and over 30 projects over that same time period. Marc focuses on implementing monitoring strategies to assist cities and contractors through the various labor compliance regulations imposed by federal and state grants.

Marc is responsible for ensuring that all contractors and subcontractors are well informed of the reporting requirements during the pre-bid and pre-construction meetings. He is responsible for collecting, reviewing, and working with contractors on ensuring that all workers are paid prevailing wages as established by the regulatory agencies.

PROJECT SPECIFIC EXPERIENCE

City of Irvine – Bommer Canyon Community Park Rehabilitation Project

Lead Compliance Consultant | 2021-2022

Marc provided the overall labor compliance and Section 3 monitoring for the project. The Bommer Canyon project entailed the construction of new buildings, utility improvements, accessibility improvements, landscaping and irrigation (including new sewer line). Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Submit Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Stacy Delong, Senior Project Manager, City of Irvine
1 Civic Center Plaza, Irvine, CA 92606
SDeLong@cityofirvine.org | (949) 473-1237

City of Temecula – ADA Compliance for Pavement Rehab Program – West Side Business Park Area

Lead Compliance Consultant | 2021-2022

Marc provided the overall labor compliance and Section 3 monitoring for the project. The ADA Compliance for Pavement Rehab Program – West Side Business Park Area project consisted of removing existing sidewalk ramps and replacing them with ADA compliant access ramps. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Submit Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Shawna Bennetts, Associate Civic Engineer, City of Temecula
41000 Main St, Temecula, CA
Shawna.bennetts@temeculaca.gov (951) 506-5167



MARC HUGHES

Associate

PROJECT SPECIFIC EXPERIENCE

City of Fontana – Miller Amphitheatre Parking Lot Expansion Project

Labor Compliance Lead Consultant | 2019-2021

The Fontana – Miller Amphitheatre Parking Lot Expansion Project consisted of the expansion of the parking lot, adding new street lighting, curbs, gutters and ADA access ramps. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Submit Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: Kimberly Young, Senior Civil Engineer, City of Fontana
8353 Sierra Avenue, Fontana, CA 92336
kyoung@fontna.org | (909) 350-7632

City of Temecula – Old Town Boardwalk Enhancement

Labor Compliance Consultant | 2019-2021

The Temecula – Old Town Boardwalk Enhancement project consisted of Replacing existing planks on the boardwalk to expand the width and adding trees with cast iron grates at various location on old town front street. Marc was responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 employee field interviews, review of certified payroll reports, identification and resolution of any labor standard violations as well as MBE/WBE and Section 3 reporting and compliance. Submit Semi-Annual and Annual reports to local counties and U.S Department of Housing and Urban Development (HUD).

Programs: CDBG

Client: William Becerra, Associate Engineer II, City of Temecula
41000 Main St, Temecula, CA 92590
Will.becerra@temeculaca.gov (951) 693-3963



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: May 24, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 2021-2022 Citywide Asphalt Repair Project No. 22-3

RECOMMENDATION: Award Fiscal Year 2021-2022 Citywide Asphalt Repair Project to ONYX Paving Company, Inc.

FISCAL IMPACT: The Fiscal Year 2021-2022 Citywide Asphalt Repair Project was included in the 2021-2022 Capital Improvement Program Budget and will be funded by Gas Tax allocations from the State of California. The project contract amount is \$95,000

BACKGROUND

Staff annually conducts an analysis of street conditions throughout the City to determine areas where patching and repair is needed. This includes areas with deteriorated pavement such as cracks, potholes, and raveling. The annual Citywide Asphalt Repair Project consists of the removal and replacement of localized pavement failures.

The City's practice of consistent annual asphalt repair ensures improved vehicular safety and helps to keep city streets maintained at a high level.

DISCUSSION/ANALYSIS

The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On May 03, 2022, the bids were submitted electronically. The results are as follows:

1	ONYX Paving Company	\$95,000.00
2	PALP dba Excel Paving	\$105,879.60
4	Hardy & Harper, Inc.	\$121,910.00
5	All American Asphalt	\$149,850.00

The lowest responsible and responsive bidder is ONYX Paving Company, Inc. which has successfully completed multiple projects in various cities and their federal and State license status has been verified by Staff.

RECOMMENDATION

Award Fiscal Year 2021-2022 Citywide Asphalt Repair Project to ONYX Paving Company, Inc.

FISCAL IMPACT

The Fiscal Year 2021-2022 Citywide Asphalt Repair Project was included in the 2021-2022 Capital Improvement Program Budget and will be funded by Gas Tax allocations from the State of California. The project contract amount is \$95,000.

ATTACHMENTS

None



Agenda Item: _____
CM Review: 
Fiscal Review: 

AGENDA REPORT

MEETING DATE: May 24, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 2021-2022 Citywide Striping and Marking Project No. 22-4

RECOMMENDATION: Award Fiscal Year 2021-2022 Citywide Striping and Marking Project to WGJ Enterprises, Inc.

FISCAL IMPACT: The Fiscal Year 2021-2022 Citywide Striping and Marking Project was included in the 2021-2022 Capital Improvement Program Budget and will be funded by Gas Tax allocations from the State of California. The project cost is \$48,335.39 which is the total contract amount with an added five percent contingency

BACKGROUND

Staff annually surveys City streets to identify painted curbs, striping, and pavement markings that are in need of re-marking. The goal is to be proactive in addressing problem areas created by fading due to weather, age, or usage.

The annual Striping and Marking Project consist of the removal of faded conflicting striping and pavement markings, and replacement with thermoplastic material designed to last approximately eight years. This annual project has improved vehicular safety, thereby becoming an integral part of the City's Risk Management Plan. Clear pavement markings are an important safety function on streets and are intended to facilitate the safe and orderly movement of commuters, pedestrians, and bicyclists.

DISCUSSION/ANALYSIS

The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On May 03, 2022, the bids were submitted electronically. The results are as follows:

1	WGJ Enterprises, Inc.	\$46,052.75
2	Sterndahl Enterprises Inc	\$63,090.00
3	Superior Pavement Markings Inc	\$91,364.80

The lowest responsible and responsive bidder is WGJ Enterprises, Inc. They have successfully completed multiple projects in various cities and their federal and state license status has been verified by staff.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A minor contingency amount of five percent has been added to this contract as necessary changes with this kind of scope tend to be less than with other construction contracts.

RECOMMENDATION

Award Fiscal Year 2021-22 Citywide Striping and Marking Project to WGJ Enterprises, Inc.

FISCAL IMPACT

The Fiscal Year 2021-2022 Citywide Striping and Marking Project was included in the 2021-2022 Capital Improvement Program Budget and will be funded by Gas Tax allocations from the State of California. The project cost is \$48,335.39 which is the total contract amount with an added five percent contingency.

ATTACHMENTS

None



Proclamation

ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

WHEREAS, the fabric of a community is enriched and strengthened by the rich cultural diversity of the individuals and groups who comprise its neighborhoods; and

WHEREAS, the Asian American and Pacific Islander community represents many nations, cultures, and ethnicities; and

WHEREAS, the values and traditions of the Asian American and Pacific Islander community have contributed to the growth and stability of our City; and

WHEREAS, to honor the achievements and contributions of Asian American and Pacific Islanders, the United States Congress has designated the month of May each year as "Asian American and Pacific Islander" Month; and

WHEREAS, the City of Duarte recognizes and appreciates the legacy of ingenuity, perseverance, and achievement of Asian American and Pacific Islanders; and

WHEREAS, the City of Duarte encourages all residents to honor our community members of Asian American and Pacific Islander heritage, and celebrate our rich cultural diversity; and

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims the month of May 2022 as ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH in the City of Duarte.

Margaret Finlay, Mayor

ATTEST:

Annette Juarez, City Clerk
Duarte, California



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

AGENDA REPORT

MEETING DATE: May 10, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Joint Exercise of Powers Agreement with the cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre creating the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority

RECOMMENDATION: It is recommended that the City Council: 1) Adopt Resolution 22-15 approving the adoption of a Joint Exercise of Powers Agreement forming the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority to address watershed management; and 2) Authorize the Mayor to sign the agreement with the cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre

FISCAL IMPACT: There will be both costs but potentially offsetting savings to the City associated with joining the JPA. Participation in the JPA will result in various administrative costs, including insurance and professional services, all of which would be shared among JPA member cities. Potential savings may result, however from efficiencies achieved through sharing with partner agencies watershed management costs that the City will incur regardless of participation in the JPA.

Funding for participation will be from Measure W funds, but full implementation of watershed management requirements may exceed Measure W funds and require resources from grants and potentially the City's General Fund.

EXECUTIVE SUMMARY

For years, the Cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre have coordinated to address stormwater issues within the Rio Hondo/San Gabriel River watersheds. The proposed formation of a JPA is the most efficient and effective way for this relationship to progress. The newly-formed JPA would be responsible for implementing stormwater requirements that all of the cities must meet. The proposed JPA structure would improve coordination among the member Cities, would act as a central hub for operational, administrative and financial activities, and would potential result in savings through administrative efficiencies and the sharing of costs

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit ("MS4 Permit", Order No. R4-2012-0175) establishes the waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County.

The MS4 Permit was adopted by the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), on November 8, 2012, and became effective on December 28, 2012. The MS4 Permit includes provisions that allow permittees the flexibility to customize their stormwater programs to achieve compliance over time on a watershed scale utilizing customized strategies, control measures, and Best Management Practices ("BMPs").

In May 2013, the Cities of Duarte, Arcadia, Azusa, Bradbury, Monrovia, and Sierra Madre, along with the County of Los Angeles and the Los Angeles County Flood Control District entered into a joint Memorandum of Understanding for cost sharing and the development of the Enhanced Watershed Management Program ("EWMP") and the Coordinated Integrated Monitoring Plan for the Rio Hondo/San Gabriel River watersheds. The EWMP plan was completed and submitted to the Regional Board on July 28, 2014, and subsequently approved in April 2016 with the requirement to start implementing the plan.

The EWMP plan consisted of 10 regional projects and 436 lane miles of "green streets" (e.g., bio-retention, bio-filtration and permeable pavement systems within the street right-of-way that are designed to reduce runoff and improve water quality) to be completed over the next two decades. A summary of these regional projects is found in Exhibit 3. These projects are not the most current, as there have been changes and continues to be evaluation, but they still provide the City Council with an idea of how these types of projects are situated.

In December 2016, the Group amended the Memorandum of Understanding ("MOU") to collaborate on the EWMP revision without the City of Azusa. A revised EWMP was submitted in March 2018, which was conditionally approved a year later on March 2019 but was downgraded from a revised EWMP to a Watershed Management Program (the "WMP"). The downgrade was the result of the changes in the control measures proposed in the revised EWMP. Throughout the years, the Cities involved in the EWMP/WMP have discussed the idea of formulating a joint powers authority to help streamline efforts, shield the Cities from liability, and act as a mechanism should any land acquisition needs arise. Those discussions never materialized until recently when one of regional projects, Encanto Park, was recently funded by the Safe Clean Water (LA County's Measure W) program.

This project is located in Duarte, but the responsibility for construction and maintenance is not the sole responsibility of Duarte and furthermore, construction cannot begin until a specific entity can assume full responsibility for the project and develop a separate agreement with Duarte to assume responsibility and liability. This is another reason why formation of a JPA is the prime option for Duarte.

DISCUSSION/ANALYSIS

A joint powers agreement is a formal, legal agreement between two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. A joint powers agreement typically establishes a joint powers authority, typically referred to as a JPA. The JPA is a new, separate government organization created by the member agencies, but is legally independent from them. Like a joint powers agreement in which one agency administers the terms of the agreement, a joint powers authority shares powers common to the member agencies, and those powers are outlined in the joint powers agreement. Governments obtain their authority to work together from a state law called the Joint Exercise of Powers Act. JPAs can exercise only those powers that are common to their member agencies.

JPA meetings are open to the public and subject to the Ralph M. Brown Act. Further, JPAs must follow the Public Records Act, the Political Reform Act, and other public interest laws to ensure political transparency.

The formation of a JPA begins when public officials negotiate a formal agreement that spells out the member agencies' intentions, the powers that they will share, and other mutually acceptable conditions that define the intergovernmental arrangement. Each member agency's governing body then approves the joint powers agreement.

An agreement that creates a new joint powers agency describes the size, structure, and membership of the JPA's government board and documents the JPA's powers and functions. As a legally separate public agency, the JPA can sue or be sued, hire staff, obtain financing to build public facilities, and manage property.

The Cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre has been discussing the formulation a JPA for many years to meet stormwater requirements. The group has been operating within each of the cities picking up the burden to ensure the group maintains its current operational, administrative, and financial obligations. This is not the most efficient arrangement to accomplish these tasks and will be impossible to continue as construction and maintenance of regional projects begin. Exhibit 2, Frequently Asked Questions, provides a detailed overview.

The JPA will act as the central hub for operational, administrative, and financial activities. It also allows the exercise the powers in common. This includes activities such as making and entering into contracts; acquire, construct, manage, maintain or operate any building, structure, work or improvement; sue and be sued, apply for and receive grants and other financial aid, obtain insurance, prepare and support or oppose legislation or administrative action, and conduct outreach.

Staff and City Attorney's from the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre have all reviewed and preliminarily approved the joint powers agreement and have agreed to bring the document to their city councils for review and formal approval with the goal of all cities agreeing to participation by the end of May.

The proposed Joint Exercise of Powers Agreement sets forth the proposed cost sharing formula.

This formula is the same that the cities agreed to several years ago to share expenses. This formula will be solidified in the JPA. Duarte's cost will be 20% (one fifth) of 10 percent of all costs and 13% of the 90 percent of all costs. The idea behind this is that all cities equally should share administrative costs and that is the 10%. The balance is based on land area and Duarte is 13% of the area in the proposed JPA.

The attached agreement is a draft and it is possible that there will be a few, minor, non-substantive revisions as it goes through each cities review process.

This report is based on information that has been shared with all of the cities and the ability to share information has been a great help to the staff of each city. This is essential because this is a very complicated topic and coordination helps to reduce the amount of time that our Staff spends on this topic. The JPA arrangement will improve this coordination process.

RECOMMENDATION

It is recommended that the City Council: 1) Adopt Resolution 22-15 approving the adoption of a Joint Exercise of Powers Agreement forming the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority to address watershed management; and 2) Authorize the Mayor to sign the agreement with the cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre.

FISCAL IMPACT

There will be both costs but potentially offsetting savings to the City associated with joining the JPA. Participation in the JPA will result in various administrative costs, including insurance and professional services, all of which would be shared among JPA member cities. Potential savings may result, however from efficiencies achieved through sharing with partner agencies watershed management costs that the City will incur regardless of participation in the JPA.

Funding for participation will be from Measure W funds, but full implementation of watershed management requirements may exceed Measure W funds and require resources from grants and potentially the City's General Fund.

ATTACHMENTS

Resolution 22-15

Exhibit 1 – Joint Exercise of Powers Agreement

Exhibit 2 – Joint Powers Authority Frequently Asked Questions

Exhibit 3 – Summary of Regional Projects

RESOLUTION 22-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING THE ADOPTION OF A JOINT EXERCISE OF POWERS AGREEMENT FORMING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY INCLUDING THE CITIES OF DUARTE, ARCADIA, BRADBURY, MONROVIA AND SIERRA MADRE

WHEREAS, for years, the Cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre (collectively, the “Cities”) have coordinated to address stormwater issues;

WHEREAS, in May 2013, the Cities along with the County of Los Angeles and the Los Angeles County Flood Control District (collectively, the “Group”) entered into a joint Memorandum of Understanding for cost sharing and the development of the Enhanced Watershed Management Program ("EWMP") and the Coordinated Integrated Monitoring Plan for the Rio Hondo/San Gabriel River watersheds. The EWMP plan was completed and submitted to the Regional Board on July 28, 2014, and subsequently approved in April 2016 with the requirement to start implementing the plan;

WHEREAS, in December 2016, the Group amended the Memorandum of Understanding to collaborate on the EWMP;

WHEREAS, a revised EWMP was submitted in March 2018, which was conditionally approved a year later on March 2019 but was downgraded from a revised EWMP to a Watershed Management Program; and

WHEREAS, creating a joint powers authority between the Cities will provide improvement of coordination. It will also act as the central hub for operational, administrative, and financial activities. Including activities such as making and entering into contracts; acquire, construct, manage, maintain or operate any building, structure, work or improvement; sue and be sued; apply for and receive grants and other financial aid; obtain insurance; prepare and support or oppose legislation or administrative action; and conduct outreach;

NOW, THEREFORE, the City Council of the City of Duarte, authorizes the Mayor to sign the Joint Exercise of Powers Agreement forming the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority including the cities of Duarte, Arcadia, Bradbury, Monrovia and Sierra Madre to address watershed management.

PASSED, APPROVED, AND ADOPTED this 10th day of May, 2022.

Margaret Finley, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-15 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk

JOINT EXERCISE OF POWERS AGREEMENT

AMONG THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE, FOR THE PURPOSE OF CREATING THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY ("AUTHORITY")

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference as of _____, is entered into by and between the cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre, each of which is a municipal corporation duly organized and existing under the laws of the State of California. Each of the foregoing are sometimes referred to herein as "Member," or collectively as "Members."

RECITALS

(i) Each Member is a "public agency," as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, *et seq.*, and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(ii) Each Member is a permittee of the Los Angeles County MS4 Permit, which is required to develop a Watershed Management Program ("WMP"). Pursuant to Part VI.C.6 of the Los Angeles County MS4 Permit and implement a WMP upon approval by the Los Angeles Regional Water Quality Control Board.

(iii) It is the intent of the Members in entering into this Agreement to create a single entity referred to as the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority ("Authority").

(iv) By this Agreement, the Members intend to exercise their powers jointly to accomplish the common objectives of financing and implementing the WMP, as feasible, and owning, maintaining and operating facilities and improvements as deemed necessary to implement the WMP.

(v) The County of Los Angeles and the Los Angeles County Flood Control District also are permittees under the above-referenced Los Angeles County MS4 Permit and participants in the WMP and, while not Members, acknowledge this Agreement will cooperate as necessary with the Authority to further the objectives and requirements of the WMP.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the Members agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Authority and Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to the public

agencies. The Members are each empowered to exercise the powers within this Agreement. The purpose of this Agreement is to exercise such powers jointly in the development of plans, designs, maintenance of projects, and objectives to implement the WMP. Specifically, the Members have identified the following strands of WMP-related work that should be carried out by the Authority:

(a) Public outreach and education regarding the details of the MS4 Permit, the requirements and costs of the WMP, and the need for a viable financing mechanism.

(b) Working toward compliance with the approved WMP, including financing, land acquisition, project design, project construction and long-term ownership, maintenance, and management of improvements.

(c) Advocacy for policy change to make the Clean Water Act, Porter Cologne Water Quality Act, MS4 permit and WMP requirements more viable and sustainable.

3. Establishment. Pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et. seq.*), there is hereby established a Joint Powers Authority which shall be a public entity separate from the parties to this Agreement. The name of such entity shall be the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority ("Authority"). The Authority shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This Agreement is effective as of the latest date by which at least three (3) Members have adopted resolutions by their legislative bodies approving joining the Authority and this Agreement, and thereafter having executed this Agreement and delivered executed copies to the other Members, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the Authority have been satisfied and all assets of the Authority have been distributed as provided in this Agreement..

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the Authority shall be restricted in the exercise of its powers to the same extent as the City of Arcadia is restricted in its exercise of powers hereunder; provided that, if the City of Arcadia shall cease to be a Member, then the Authority shall be restricted in its exercise of powers to the same extent as the City of Monrovia is restricted in its exercise of powers hereunder.

6. Governing Board. The governing body of the Authority shall be the Governing Board which shall be made up of one representative from each Member. The Governing Board shall oversee the activities of the Authority and shall act consistent with and in furtherance of applicable law and the purposes of this Agreement and the Authority, as specified in Section 2, above.

(a) Membership. The duly-appointed City Manager of each of the Members shall be that Member's representative on the Governing Board. The City Manager from each of the Members shall designate an alternate representative for that Member. If neither the Board member nor the Board member's alternate can attend a scheduled meeting, the City Manager may designate, in writing, a representative for that meeting who may attend and participate in that meeting as if they were a Governing Board member.

(b) Term of Members. Each member of the Governing Board shall serve indefinitely, so long as they continue to hold the office of City Manager with the respective Member agency. Alternate Board members serve at the pleasure of the appointing Governing Board member and may be removed at any time.

(c) Vacancies. A vacancy shall be declared if any Board member or alternate Board Member shall cease to serve on the appointing legislative body. Vacancies shall be filled in the same manner as the original appointment.

(d) Compensation. Board members and alternate Board members shall receive no compensation for attending required meetings or performing other functions for the Authority.

(e) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate or designee attending shall be fully empowered to act and vote as the Board member for the meeting so attended. Voting on Authority business shall require a majority or super-majority vote as provided below in Section (i). All vote requirements specified in this Agreement are based on the full membership of the Governing Board. Those actions that require a "majority" vote shall require the affirmative vote of at least a majority (50%+1) of all Members, and those actions that require a "super-majority" vote shall require the affirmative votes of at least four/fifths (4/5) of all Members. If a vote requirement is not specified in this Agreement for any action of the Governing Board a majority vote is required. Abstentions or absences shall not be counted as votes for any purpose.

(f) Responsibilities. It shall be the responsibility of the Governing Board of the Authority to:

(1) Determine general policy for Authority activities.

(2) Act on behalf of all Members in adopting strategies to pursue the purposes of the Authority, as set forth in Section 2 of this Agreement.

(3) Approve an annual or bi-annual budget to receive and expend funds necessary to exercise the powers and achieve the purposes of the Authority, as set forth in this Agreement, and as otherwise provided by law. A majority vote of all the members shall be required to adopt a budget or assess the contribution of costs or to purchase any real property or enter into a long-term lease (over five years) for any real property.

(4) Ensure that projects and programs that are undertaken are in the best interest of the residents and communities served by the Authority.

(5) Authorize expenditures of funds in accordance with the adopted budget and any purchasing procedures adopted by the Governing Board.

(6) Assess annual membership costs for each Member and Project contributions pursuant to the Cost Allocation Formula set forth on Exhibit A, each of which must be approved by a super-majority vote. Any deviation from the Cost Allocation Formula shall require the unanimous vote of all Member representatives on the Governing Board.

(7) Approve or deny applications from similarly situated local agencies for admission to the Authority, or to withdraw as a Member, or from Members to expel a member from the Authority, which shall require a super-majority vote of the Governing Board and approval by the legislative bodies of the Members pursuant to Sections 12, 15 and 16.

(8) Adopt by-laws, rules and regulations governing operations of the Authority.

(9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*)

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. The dates upon which, and the hour, date and place at which regular meetings shall be held shall be fixed by the Governing Board.

(h) Minutes. Minutes shall be kept of all meetings of the Authority and the Secretary shall cause a copy to be forwarded to the Members and made available to the public. Meetings shall be conducted in accordance with the most current edition of "Rosenberg's Rules of Order" unless otherwise provided by the Governing Board.

(i) Quorum. A majority of the full membership of the Governing Board must be present at a meeting to constitute a quorum.

7. Organization.

(a) Officers. The Governing Board shall elect from its members a Chair, a Vice-Chair, and/or such other officers as the Governing Board shall find appropriate. Each officer shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the Authority shall be executed by the Chair or the Executive Director, and attested to by the Secretary and approved as to form by the Authority's legal counsel or the Lead Agency's legal counsel (if a Lead Agency is designated by the Board).

(b) Employees. The Governing Board may appoint an Executive Director, controller, clerk, secretary, legal counsel or other employees as it deems appropriate, or may contract for any such services, and may establish the duties, compensation and benefits of such employees and contractors in accordance with best public employment practices. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the Authority directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with California Government Code Section 6505 or successor authority. The Treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority received from whatever source. The Controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act.

(d) Consultants. In addition to hiring employees, the Authority is authorized to enter into contracts and pay consultants pursuant to the Authority's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including for the provision of professional, financial, legal, administrative, technical or other services.

(e) Lead Agency. The Governing Board may select from the Members, a Lead Agency for the Authority, although a Lead Agency is not required if the Authority employs staff to administer the Authority. In such case, the City Clerk of the Lead Agency shall be and act as the Secretary for the Authority and the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the Authority, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the Authority and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. The Authority is authorized to pay the additional costs of such bonds, if any. By majority vote, the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the Authority.

(f) Property of the Authority. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Secretary and Treasurer, to receive, deposit, invest, and disburse the money of the Authority pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the Authority shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members pursuant to Section 2 above;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of interests in real or personal property;

(f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;

(g) To sue and be sued in its own name;

(h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(i) To obtain insurance for the Authority and contract for risk management services authority;

(j) To invest money of the Authority in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;

(k) To prepare and support or oppose legislation or administrative action related to the purposes of this Agreement;

(l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the Authority; and

(m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement including, without limitation, the power to levy special taxes and assessments and fees in compliance with applicable law, and to exercise the power of eminent domain for the public purposes of the Authority.

9. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the Authority which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services and the costs of project implementation. The contributions required from Members shall be determined pursuant to the Cost Allocation Formula set forth in Exhibit A, unless a deviation is approved by unanimous vote of all members of the Governing Board. Any individual expenditure of the Authority in excess of one million dollars (\$1,000,000) shall require a super-majority vote. Within thirty (30) days of such a contribution requirement being approved by the Governing Board, each Member shall make the required contribution, providing that any Member not wishing to make such contribution may, in the alternative, withdraw from the Authority within said period by adopting a resolution of withdrawal by its legislative body.

10. Eligibility for Membership and Admission. Any local public agency that is a member of the Rio Hondo/San Gabriel River Watershed Quality Group may apply to become a member of the Authority and may become a Member upon a super-majority vote of the Governing Board. Upon admission, each new Member shall immediately execute this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a voluntary payment of its share of any costs incurred by the Authority to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency

has joined the Authority. Such shares shall be determined according to the Cost Allocation Formula set forth in Exhibit A.

11. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution approved by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

12. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the Authority and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The auditor of the Authority shall either prepare or contract with a certified public accountant to prepare an annual audit of the Authority's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within six (6) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the Authority, as specified in the Joint Exercise of Powers Act, shall be followed.

13. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein, no Member shall be individually responsible for any of the debts, liabilities or obligations of the Authority, and all such debts, liabilities and obligations shall exclusively be those of the Authority.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the Authority and all other Members, and employees, officers and agents of the Authority, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The Authority shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and

representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions, or actions of the Authority or the Authority's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(4) To the full extent permitted by law, the Authority shall require that all contractors and partners in Authority business and activities shall indemnify, defend and hold harmless the Authority and its Members for that entity's acts or omissions, or breach or default, consistent with this Section 13(a).

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member indemnifies and holds harmless each other Member and the Authority, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member or the Authority solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Governing Board may approve the expenditure of Authority funds to defend, indemnify and hold the Authority, members of the Governing Board, and any employee or agent of the Authority, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the Authority.

(d) Self-Insure. The Authority may self-insure or purchase insurance, and/or require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially hereunder.

14. Effect of Termination. Upon termination of this Agreement by the Authority consistent with Section 4, all of the existing assets shall be divided and distributed for public

purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the Authority. This Agreement may not be terminated so long as the Authority has any outstanding contractual obligations or other indebtedness.

15. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service addressed as follows:

To each Member at each Member public agency's official business address, personally addressed to the that agency's Governing Board member;

To the Authority at _____, Attention: Secretary. This address shall be the Authority's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

16. Amendment. This Agreement may only be amended, upon the recommendation of a super-majority vote of the Governing Board, by the unanimous vote of the legislative bodies of the Members acting by resolution with all such resolutions adopted within 90 days of the action by the Governing Board.

17. Legal Actions.

(a) Remedies. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director or Secretary of the Authority, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

18. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the authority of any agency of the Authority, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be

decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

19. Conflicts of Interest. No officers, official, or employee of the Authority shall have any financial interest, direct or indirect, in the Authority nor shall any such person participate in any decision relating to the Authority which affects his or her financial interests, in violation of any State law or regulation. When required, all Members and required employees or consultants shall complete the Conflict of Interest forms Form 700 of the Fair Political Practices (FPPC) entitled "Statement of Economic Interests for Designated Officials and Employees" in accordance with the requirements of the FPPC and in accordance with the requirements of the Conflict of Interest Code as adopted by the Authority.

20. Books and Records. All books, records, accounts, and documents of the Authority shall be available at any reasonable time to the Governing Board and, to the extent provided by the California Public Records Act (Government Code Section 6250 *et. seq.*) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

21. Principal Office. The principal office of the Authority shall be that of the office of the Executive Director or the Lead Agency or as from time to time designated by the Board.

22. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

23. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

24. Filing with Secretary of State. The Secretary of the Authority is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5 and shall file all other official notices as may be required by law.

[SIGNATURES APPEAR ON SEPARATE PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF ARCADIA

Dated:_____

By:_____

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF BRADBURY

Dated:_____

By:_____

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF DUARTE

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF MONROVIA

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:
CITY OF SIERRA MADRE

Dated: _____

By: _____

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

EXHIBIT A
COST ALLOCATION FORMULA

- A. 10% Base Cost = [(Total Project costs - funds contributed from external sources) X 10%] /# of Members
- B. 90% Land Area = [(Total Project costs - funds contributed from external sources X90%) X Percentage of total developed land area (not including Angeles National Forest)

For illustration purposes the Cost Allocation Formula for expected five initial Members of the Authority would be calculated as follows:

Party	Acres (Developed Land sq.mi)	Percent of Area	Base Cost (1/5th of 10% Project Total)	Land Area (90%)	Total Cost
City of Arcadia	11	40%			
City of Bradbury	1.9	7%			
City of Duarte	3.6	13%			
City of Monrovia	8	29%			
City of Sierra Madre	2.8	10%			
TOTAL	27.3	100%			

JOINT POWERS AUTHORITY

Frequently Asked Questions



1. Who is currently involved in the Rio Hondo/San Gabriel River Water Quality Group?

The Rio Hondo/San Gabriel River Water Quality Group (herein ‘Group’) was created to fulfil the requirements of the Los Angeles County MS4 Permit and comprises of the Cities of Arcadia, Bradbury, Duarte, Monrovia and Sierra Madre, County of Los Angeles and the Los Angeles County Flood Control District.

2. What complexities is the Group facing with their current structure?

The Group has been operating with different cities picking up the burden to ensure the Group maintains its current operational, administrative, and financial obligations. For example, the City of Arcadia has been acting as the central administrative hub in going out to bid for the Group’s consultants, securing/holding contracts, and billing the County and other cities for their portion of the Group’s contractual services. Whereas, the City of Monrovia has been at times acting as the operational lead in coordinating with consultants in drafting feasibility studies and liaising with external organizations. Such noncentralized efforts are starting to become evident now that the Group has a regional project funded.

The Group’s Encanto Park regional project, located in the City of Duarte, is an example of the complexities associated with the Group’s current structure. The City of Monrovia applied for Safe, Clean Water (Measure W) grant funding for the project, and it was awarded to Monrovia – however, the project is located in the City Duarte. The Group’s current structure surfaces complex questions, such as:

- If a liability incident were to occur at the construction site – who’s liable for such accidents/incidents – Monrovia, Duarte, both, or the entire Group?
- How might the City of Arcadia’s role as the central administrative/financial hub impact the future project, especially if Monrovia holds the funds?
- How will long term maintenance be addressed and who is the lead/responsible City?

Such complexities will only continue to grow as the Group further explores and receives funding for the Group’s larger regional projects.

3. Benefits of a JPA?

The JPA offers benefits to the Group and can be a solution to the Group’s current complexities. The JPA can act as the central hub for operational, administrative and financial activities; whereas, the JPA can be the bidder, holder, and owner of contracts. Since the JPA can secure separate

insurance, this provides liability protections to the organizations that are a part of the Group. The JPA can also ‘own’ projects which further reduces liability risks to the Group’s organizations. The JPA would have the ability to bond on behalf of cities and be the key holder of any potential land acquisition that may arise in the future.

4. Which entities would be a part of the JPA?

The created Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority would consist of the Cities of Arcadia, Bradbury Duarte, Monrovia and Sierra Madre.

5. Why wouldn’t the County of Los Angeles and the Los Angeles County Flood Control District be involved in the JPA if they are a part of the original Water Quality Group?

The purpose of establishing the JPA is to jointly exercise the powers in common. This includes activities such as making and entering into contracts; acquire, construct, manage, maintain or operate any building, structure, work or improvement; sue and be sued, apply for and receive grants and other financial aid, obtain insurance, prepare and support or oppose legislation or administrative action, and conduct public outreach.

The JPA would be engaged in some activities that the County of Los Angeles cannot participate in, including public outreach and legislative advocacy. The County of Los Angeles has their own outreach efforts, and only the County Board of Supervisors can advocate for legislation or policies on behalf of the County. Additionally, the Los Angeles County Flood Control District, as a separate entity, has the same issue as the County of Los Angeles. Moreover, the Flood Control District also lacks General Police Power Authority, which is the power to undertake any activity to further the general health and welfare of the Community. The Flood Control District’s authority to implement stormwater regulations is limited only to those activities that it is obligated by the MS4 Permit to undertake.

6. How does partnership and shared liability work if the County of Los Angeles and the Los Angeles County Flood Control District are not a part of the JPA?

The County of Los Angeles and Los Angeles County Flood Control District will continue to enter into project-specific agreements with the JPA and cost-share, just as it has been doing with current projects. Per the JPA Agreement, the County of Los Angeles and Los Angeles County Flood Control District are not members but are permittees under the MS4 permit and participants in the WMP (Watershed Management Program). As such, they would cooperate as necessary with the JPA to further objectives and requirements of the WMP.

7. Who is made up of the JPA Governing Board?

Per JPA regulations, the Governing Board would be made up of one representative from each Member agency. The agreement states that the duly-appointed City Manager of each of the

Members shall be the representative on the Governing Board. It should be noted that Board members shall not receive compensation for attending required meetings or performing other function for the JPA.

8. Can the JPA document be amended later?

Yes. Pursuant to Section 16 of the Joint Exercise Powers of Agreement, the agreement may be amended by a super-majority (4/5^{ths}) vote of the Governing Board.

9. Does/Will the JPA require Staffing?

Staffing at this point is unknown. It should be stated that the City of Arcadia is collecting a 5% administrative fee for fulfilling the Group's administrative and financial needs. It is possible that this administrative fee is continued and is then paid into the JPA to fund Staff and/or consultants to cover the Group's administrative/financial obligations.

10. What is the process moving forward?

The first step in forming the JPA is for all the Group's City Councils to review and adopt the Joint Exercise of Powers Agreement. Once all signatures are obtained, the JPA then becomes an official entity. Next steps would include installing the Governing Board and filing the [Notice of a Joint Powers Agreement](#) with the California Secretary of State. The new JPA needs to register with the LA Local Agency Formation Commission, hire an external auditor, and purchase insurance. The JPA would then start working to absorb current contracts and projects into the JPA entity and establish MOUs with the County of Los Angeles and County Flood Control District.

11. How are other entities, groups, and cities situating themselves to collaborate in meeting stormwater compliance?

Upper Los Angeles River (ULAR) Watershed Management Group

The ULAR is a group made up of 17 cities (e.g. Los Angeles, Alhambra, Burbank, Rosemead, Temple City, Glendale, etc.), County of Los Angeles, and County Flood Control District. The San Gabriel Valley Council of Governments (SGVCOG) is the main liaison between the LA City Sanitation Department and the partnering cities. LA City Sanitation handles all the physical and technical work, such as monitoring, scientific studies, etc. The SGVCOG oversees the financial and procurement portion of the group by finding consultants, processing agreements and invoicing. LA City bills the SGVCOG and the SGVCOG pays with the money received from each City. In return, the SGVCOG passes and administrative costs to the cities. The SGVCOG also performs smaller special projects, such as maintaining the group's website.

The group has yet to construct a regional infrastructure project, so there is some unknown on how the collaborate efforts will be situated with the larger projects.

Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA)

The GWMA is a large watershed-based coalition and JPA that operates a number of different programs, which includes servicing four (4) different WMP groups. The GWMA services the

WMP groups by performing their administrative and financial needs. The entity facilitates invoicing, holds and administers the WMP groups' contracts, and they bid services on behalf of the WMP groups. In essence, the GWMA acts as the centralized hub for the WMPs. They perform these services by charging an administrative cost to partner cities. These funds go toward hiring contract Staff, insurance premiums, hiring annual auditors, and building the GWMA's reserves.

The GWMA has decided not to venture into construction projects. The entity might offer a level of administrative coordination, but they default with cities partnering with one another to accomplish regional projects.

Lower San Gabriel River (LSGR) Watershed Management Group

The LSGR Group comprises of Artesia, Cerritos, Downey, Diamond Bar, Whittier, Long Beach, Norwalk, etc. The LSGR Group is one of the WMPs serviced by the GWMA.

East San Gabriel Valley (ESGV) Watershed Management Group

The ESGV consists of Claremont, La Verne, Pomona, and San Dimas. The group is small, so coordinated efforts are nimbler and more flexible, which is why the formalities and processes of the larger groups are not present in this one. The Group has a shared MOU and they have yet to experience a larger regional project.

Upper San Gabriel River (USGR) Watershed Management Group

The USGR is comprised of the cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and the County of Los Angeles and Los Angeles County Flood Control. The County of Los Angeles takes a centralized role in the group's administrative and financial affairs. Most of what is coordinated goes through the County, and a MOU between all the organization spells out the cost sharing and details the coordinated duties. When consultants are hired, the County is billed and the County then bills the rest of the cities based on the MOU. On smaller coordinated projects, some of the cities might execute their own MOUs to cost-share. At this point, the regional projects in the USGR have not materialized so future coordinated efforts are unknown with the larger projects.

Table 1. Regional Drainage Area

	Rio Hondo	San Gabriel River	Big Dalton Wash	Eaton Wash	Sump Area
Total Drainage Area (acres)	31,345	153,282	24,238	n/a	n/a
rWMP Boundary (acres)	15,870	2,198	1,348	829	387
Percent of rWMP Boundary	62%	9%	5%	4%	n/a
Additional Area Downstream (acres)	2,065	2,312	861	n/a	n/a

The RH/SGR WQG is proposing four regional BMP projects to meet the compliance targets set forth in the rWMP. The location of these regional BMPs can be seen in **Figure 1**. Regional BMP and Potential Green Street Locations below. The locations of the proposed regional BMPs were chosen due to their potential for providing maximum water quality benefits for the downstream receiving waters. The majority of the tributary area is urbanized, with only a portion still in its natural condition.



Figure 1. Regional BMP and Potential Green Street Locations