

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: April 5, 2018
SUBJECT: Comments on Agenda Items, Meeting of April 10, 2018

ITEM 6.A. Representatives of the Mayor's Youth Council will provide an update on recent activities, as well as share the results of a recent Teen Center survey they undertook.

ITEM 6.B. A proclamation will be read declaring April 2018 as "Sexual Assault Awareness and Prevention Month" and declaring April 25, 2018, as "Denim Day" in the City of Duarte. This is to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain uninformed with respect to issues of assault and forcible rape.

ITEM 6.C. The Youth and Family Committee will present the Youth and Family Annual Report Card. One of the duties of the Youth and Family Committee is to provide the City Council, School Board, and the community with an annual report on the progress made during the previous year toward the implementation of the Duarte Youth and Family Master Plan. A total of 73 action steps are designated to community initiators for implementation of the plan, and the Committee will present a review of its findings about the efforts made to implement action steps in 2017.

ITEM 10.D (Consent). This is to consider approving a second amendment to the Assignment of Rights to the Public, Educational, and Governmental Fees Agreement (PEG). On August 3, 2017, the City entered into an agreement with Duarte Public Cable Access, Inc. ("DCTV") for the City's payment of \$45,000 in capital equipment investments to continue the provision of public educational and government access programming at their relocated studios. The City also agreed to purchase approximately \$15,000 in capital equipment needed to relocate the Access Point used by DCTV from the Third Street location to the Duarte Community Center. In addition, on September 12, 2017, the City entered into an agreement with Foothills Media Network ("FMN") which obligated the City to contribute \$22,000 toward capital equipment investments that FMN identified as necessary to implement Public Access Programming at their studios.

Currently, all PEG Fees are still repaying the amounts remaining from the first amendment. As a result, the City is paying for these additional costs from City General Funds. Given that these additional costs qualify for PEG funding, staff is recommending that the City Council approve a second amendment to the Assignment Agreement, so that future collected PEG fees can be used to reimburse the General Fund for these additional expenses.

ITEM 10.G (Consent). This is to authorize the execution of a contract with the County of Los Angeles in the amount of \$60,000 associated with a Homeless Planning Grant for Duarte and the City of Irwindale, and to authorize a budget amendment to receive the grant and expend the funds. On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of Duarte and Irwindale are both located in Los Angeles County's Service Planning Area Three (SPA 3) and part of the Fifth and First Supervisorial Districts. The Cities will be partnering for the homelessness plan efforts. Like many of the neighboring San Gabriel Valley cities, homelessness is and continues to be a very complex issue for both Duarte and Irwindale.

ITEM 10.H (Consent). This item would approve an MOU with the San Gabriel Valley Council of Governments (SGVCOG) for homelessness planning consulting services in the amount of \$47,300. These services would be provided by LeSar Consulting for the cities of Duarte and Irwindale. The Homeless Plan will support homeless prevention strategies within the cities, and identify local problem areas or issues as they pertain to homelessness. The MOU outlines roles, responsibilities, scope of work, and fee structure.

ITEM 10.I (Consent). The Parks and Recreation Commission is recommending approval of a naming plaque to be located on the Duarte Recreational Bike Trail. The plaque will be located next to the recently installed Dero Bike Repair Station, and will honor long-time Duarte residents Ed and Helen Ferguson for their support to encourage bicycle recreation and commuting. The Ed Foundation will be donating \$1,500 to be used toward the combined cost of the repair station and plaque.

ITEM 12.A. This is a resolution to establish a policy regarding the collection and storage of unattended personal property. The current Duarte Municipal Code and existing policies indicate that there are no regulations dealing with the removal of stored property or personal belongings in the City. The policy for Council consideration complies with existing case law, and seeks to balance the rights of members of the public and the homeless population.

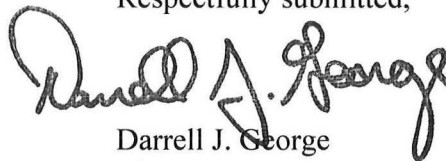
ITEM 12.B. This is a resolution adopting a list of projects for Fiscal Year 2018-19 that will be funded by SB 1: The Road Repair and Accountability Act of 2017. The City will receive approximately \$365,881 in FY 2018-19 from SB 1. This funding will help the City maintain and rehabilitate poor to failed streets throughout the City.

ITEM 13. One of the requirements by the County for the upcoming district election on November 6, 2018, is that the City stipulate the starting and ending dates of terms for City Councilmembers. In prior elections, the starting and ending dates were the dates of the second City Council meeting in November of the election year. This was in compliance with California Elections Code 15372 which requires the County to complete its official canvass by the last Monday prior to the last Friday in November, when the election is held in odd-numbered years.

When the election is held in even-numbered years, the County is required to complete its official canvass within 30 days of the election. For the November 6, 2018, election, the County has until December 6, 2018, to provide the City with its official canvass of votes. Upon receipt of the results, the City Council is required to adopt the resolution declaring the election results no later than the next regularly scheduled City Council meeting, or at a special meeting called for this purpose.

The proposed ordinance sets the date of the beginning and ending of City Council terms as the date of the first regularly scheduled City Council Meeting in December of the election year. It is staff's recommendation that City Council introduce Council Bill 18-O-04 for first reading.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darrell J. George". The signature is fluid and cursive, with the first name "Darrell" being more prominent and the last name "George" written in a similar style.

Darrell J. George
City Manager



Proclamation

SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH, AND DENIM DAY

WHEREAS, the United States government has declared April 2018 as "Sexual Assault Awareness and Prevention Month," and the Peace Over Violence organization has declared April 25, 2018, as "Denim Day" in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remain serious issues in our society, and that harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims/survivors to be re-victimized; and

WHEREAS, Sexual Assault Awareness and Prevention Month and Denim Day were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, statistics show that one in five women and one in 71 men have been raped during their lifetime, and youths under 18 years of age account for 44% of all reported assaults; and

WHEREAS, with increasing education, awareness, and community involvement, and by changing how we think and talk about the issue of sexual violence and consent, a culture of respect, equality, and safety can be created, with the goal of reducing incidents of this alarming and damaging crime;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims the month of April 2018 as SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH and designates April 25, 2018, as DENIM DAY, and urges everyone to wear jeans on April 25, 2018, to help communicate the message that there is no excuse and never an invitation to rape.

Mayor John Fasana

ATTEST:

City Clerk Marla Akana
Duarte, California
April 10, 2018





Duarte Youth & Family Committee

MEMORANDUM

TO: Mayor and City Council

FROM: Youth & Family Committee

SUBJECT: Annual Youth and Family Committee Report Card

DATE: April 10, 2018

One of the duties of the Youth & Family Committee is to provide the City Council, School Board and the community with an annual report on the progress made during the previous year towards the implementation of the Duarte Youth and Family Master Plan. 73 Action Steps are designated to community Initiators for implementation of the plan and the Committee reviewed efforts made to implement Actions Steps in 2017 and will provide a presentation of the findings to the Duarte City Council.

The implementation of the Action Steps identified in the Report Card is reliant on the cooperation of community stakeholders including the Duarte Unified School District, Duarte Parks and Recreation Department, Duarte Public Safety Department and a variety of non-profit organizations, and service groups. The Report Card has once again been designed to be more expansive in its review of the previous year's accomplishments. The Report Card has been printed on high quality paper and copies will be made available to the community and to the Initiators to distribute to their respective constituency. Members of the Youth & Family Committee will attend the April 10, 2018 City Council meeting to make a short power point presentation regarding the annual Report Card. Thank you.

Attachment: Report Card Copy



DUARTE YOUTH and FAMILY MASTER PLAN

Report Card

The Duarte Youth and Family Master Plan, created in 2010, includes 73 Action Steps grouped into ten common themes: Safety, Health, Programs and Services, Connecting Youth, Teen Center, Diversity, Education, Coordination of Services, Serving Senior Citizens, and Implementation of the YFMP. These are intended to move the community towards enhancing programs and services for youth and families. Each of the 73 Action Steps includes a recommended priority rating, with benchmarks for measuring progress. Designated initiators within the community are responsible for the implementation of Action Steps. This report is being presented as a summary of progress to date of Committee Goals, progress on select Action Steps, and a report on the Early Childhood Education Summit.



Youth and Family Master Plan Mission

To develop a supportive environment, Duarte is committed to ensuring safe neighborhoods, fostering unity, and promoting dialogue among youth and families from diverse cultural, religious, social, economic, and educational backgrounds. This commitment promotes use and provision of necessary educational, recreational, and positive activities, as well as support services in the community to

meet the wide range of needs of young people and their families. Our goal is to provide nurturing opportunities for safe practices that support young people in becoming responsible members of the community through the attainment of environmental, physical, and mental health.

Información En Español

El Plan Maestro de Familia y Juventud de Duarte (Duarte Youth and Family Master Plan), creado en 2010, incluye 73 pasos de acción agrupadas en nueve temas comunes: seguridad, salud, programas y servicios, la conexión de la Juventud, Centro Juvenil, Diversidad, Educación, Coordinación de Servicios, y la aplicación del Plan. Cada uno de los 73 Pasos de Acción incluye una clasificación de prioridad recomendada, con puntos de referencia para medir el progreso. Iniciadores designados dentro de la comunidad son responsables de la ejecución de los pasos de acción. Este reporte se presenta para medir los progresos del Plan para 2015.

Para mas información en Español por favor llame (626) 357-7931.

2017 Review

Youth & Family Committee Membership

Adam Knight - Chair

Lillian Cabral - Vice-Chair

Martin Calderon Steve Hernandez

Nick Lopez Maria Muñoz

Nick Nichols Kirsten Nielsen

Cesar Monsalve - Staff Liaison

To view the entire Youth and
Family Master Plan go to:
www.accessduarte.com

Like us on Facebook!

Youth & Family Committee Duties and Functions

- Work with key community stake-holders to implement portions of the YFMP.
- Promote the YFMP at various community events.
- Prepare an annual YFMP Report Card to the City Council, School Board, and community that measures the progress.
- Such other duties as may be specified from time to time by majority vote of the City Council.

Youth & Family Committee Duties and Functions

*Every 4th Monday of the month at
6:30 p.m. at Foothill Family. All
meetings are open to the public.*

Duarte Youth and Family Master Plan Implementation

Action Step 66: The City Council should create a "Youth & Family Committee" as a standing committee of the Parks and Recreation Commission, and charge it with monitoring, promoting, and evaluating the implementation of the Duarte Youth and Family Master Plan (YFMP).

Action Steps Review and Update

The Youth and Family Committee endeavored to review, update, and revitalize the Action Steps including specific language and text, and revisited and re-familiarized themselves with the Master Plan's basic goals. Several Action Steps were updated and some were removed as outdated and no longer relevant. In some cases, new Initiators were added and Benchmarks were adjusted. In the end, for 2017, 73 Action Steps are now included and below is a sampling of some new and some updated Action Steps. Benchmark progress reports are included where appropriate.



REVISED ACTION STEPS FOR 2018

Action Step 17: . Identify additional agencies that are able to assist with referrals and resources that address health and mental health needs of youth and families and develop collaborative relationships with them

Benchmark: Additional resources are identified

Initiator: Healthy Cities Collaborative, Foothill Family, ChapCare, Foothill Family Advisory Comm.

Benchmark Progress: This past year, Foothill Family's Mental Health and Social Services, along with Education and Outreach programs were provided to more than 23,000 individuals across the San Gabriel and Pomona Valleys.

The Duarte Family Center operates as the agency's hub for Youth and Family Focused Services. These services include Early Childhood Development, Mental Health Services, School-Based, Teen Family Services, Domestic Violence Prevention & Treatment and the most recent program; Family Preservation. This program is centered on the use of a family driven multidisciplinary team/planning committee to coordinate weekly in home counseling/case management, as well as provide resources and services to support family experiencing family function challenges which may contribute to child abuse and neglect. New relationships and collaboration in the community have enabled us to now have a legal clinic onsite providing free legal series to our clients. Foothill Family and CHAP Care also partnered for on-site primary care assessments and linkage services.



Action Step 23: Support the establishment of a Duarte Arts Council that brings together various organization and entities to encourage and facilitate art education and expression

Benchmark: : Number of activities established

Initiator: Parks and Recreation Department, Duarte Unified School District, California School of the Arts

Benchmark Progress: (Action in progress for 2018)

Action Step 28: Educate youth and families on safe access to, and use of, the Gold Line commuter train line, including family travel related functions and activities

Benchmark: Provide educational information

Initiator: City of Duarte

Benchmark Progress: Biking and walking to and from the Duarte/City of Hope Gold Line Station got a lot easier for Duarte residents with the addition of new sidewalks, lighting, landscaping, directional signs and bike lanes in 2017. Duarte officials celebrated the opening of the pedestrian improvements on April 11th. The completed project was constructed along the North side of Duarte Rd. from Hope Dr. to Mountain Ave. and along Highland Ave. from Business Center Dr. to Evergreen St. Project improvements were made possible by grant funding from METRO as part of the 2014 State Active Transportation Program. The sidewalk along Highland Ave now allows for safe passage to the Gold Line Station for students and parents from Duarte High School and the new Cal Arts campus. The project also includes artistic and color coordinated "Wayfinding" (directional) signs throughout the City to direct travelers to points of interest; especially those riding the Gold Line into the community. The City also funded a companion project constructing new City entrance monument signs and these are now being installed.

UPDATED ACTION STEPS (CONTINUED)

Action Step 29: Conduct annual surveying of Duarte online registrants to measure the state of programs for Duarte youth, adults, seniors and families

Benchmark: Incorporation of survey results in the YFMP annual report card

Initiator: Parks and Recreation Department, Youth & Family Committee

Benchmark Progress: (Action in progress for 2018)

Action Step 30: Present an annual State of the District report on student behavior and performance as related to the 7th and 8th grade campus changes

Benchmark: Report presented by DUSD

Initiator: Youth & Family Committee, Duarte Unified School District

Benchmark Progress: (Action in progress for 2018)

Action Step 32: Enhance existing and plan for future transit programs to allow youth and families greater access to programs, services, and increased operating hours

Benchmark: A review of program options is conducted and changes are monitored.

Initiator: City of Duarte

Benchmark Progress: On September 27, 2017 the City Council authorized entering into a MOU with Foothill Transit, which includes the purchase of electric buses, which will replace the current diesel buses. The City of Duarte will be paying for the buses and they will be owned by the City of Duarte. The MOU also provides that Foothill Transit will operate these buses for the City of Duarte, retaining the existing times and routes. The current estimate is that the new buses will be in operation by Spring 2019.



Action Step 36: Continue to provide access to DUSD facilities to the community to increase the availability of recreation programs for youth and families

Benchmark: A review of program options is conducted and changes are monitored

Initiators: Parks and Recreation Department, Duarte Unified School District, California School of the Arts

Benchmark Progress: (Action in progress for 2018)



Action Step 39: Continue focus on implementing innovative and responsive programming at the Teen Center that appeals to teens and meets their needs by conducting an annual youth survey and reviewing best practice programs from other Teen Centers

Benchmark: Survey conducted and best practices are reviewed, and additional programs implemented

Initiator: Parks and Recreation Department, Mayor's Youth Council

Benchmark Progress: (Action in progress for 2018)

Action Step 47: Convene an early education (0-5 years) summit among providers (School District, child-care agencies, etc.) to develop a collaborative response to early education issues, training, available resources, early intervention programs, and communication

Benchmark: Summit is conducted and response is developed

Initiators: Duarte Unified School District, City of Duarte

Benchmark Progress: (See report on page 5)

UPDATED ACTION STEPS (CONTINUED)

Action Step 49: Expand parent education classes at times that are accessible for parents. Classes should be bi-lingual and address critical issues facing parents as they raise their children (developmental stages, drug and alcohol awareness, risk behaviors, and access to resources)

Benchmark: Increase in the number of parent education classes offered

Initiators: Duarte Unified School District, City of Duarte, L.A. County Sheriff's Probation

Benchmark Progress: (Action in progress for 2018)

Action Step 67: With Foothill Transit as new fixed route provider, explore potential of providing Dial-A-Ride service in Duarte. (Benchmark: Explore funding and implementation needed to introduce service)

Benchmark: Additional services researched

Initiator: City of Duarte

Benchmark Progress: (Action in progress for 2018)



Every Child Is Our Child Logo

Through the use of this logo, the Youth and Family Committee envisions Duarte as being a successful example of the "it takes a village" principle.

YOUTH AND FAMILY COMMITTEE 2018 GOALS

1. Continue effort that began with the early childhood education summit and ensure public information availability.
2. Focus efforts on maintaining the relationship with the Mayor's Youth Council (MYC) and their help to refine the "Serving Teens" Action Steps as well as their quarterly Committee meeting attendance.
3. Focus on receiving updated information pertaining to DUSD's pending move of 8th grade students to outlying school campuses including challenges and successes. Focus on how this relates to improving attendance, enrollment and district wide communication.
4. Focus part of the 2018 Report Card on efforts to improve communication supporting DUSD and Initiator's efforts. Support providing unbiased factual reporting on progress made.
5. Ensure that annual surveying listed in Action Step 29 and Action Step 39 are both completed.



INITIATORS

The development and the ongoing efforts to implement the Youth and Family Master Plan Action Steps involved a great number of dedicated individuals and organizations designated as "Initiators" who were entrusted with the implementation of the Action Steps.

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| <ul style="list-style-type: none"> • CSArts • City of Duarte • CMT - Community Mediation Team • Duarte Chamber of Commerce • Duarte City Council • Duarte Community Coordinating Council • Duarte Community Development Department • Duarte Elks Lodge • Duarte Healthy Cities Collaborative • Duarte Library • Duarte Ministerial Association • Duarte Parks and Recreation Department | <ul style="list-style-type: none"> • Duarte Public Safety Department • Duarte Transit • Duarte Unified School District • Duarte Youth & Family Committee • Foothill Family • Inspire Charter Schools • Los Angeles County Sheriff's Department • Maryvale • Santa Anita Family YMCA • Website Coordinators • Westminster Gardens |
|---|---|

EARLY CHILDHOOD EDUCATION SUMMIT/INITIATOR REPORTS

The Youth and Family Committee convened a meeting with Early Childhood Education providers to gather information on their challenges and accomplishments and to identify how the Y & F Committee could help facilitate increased awareness and enrollment. Good information was successfully gathered that will help the Committee to move forward in 2018. In attendance was Sofia Valdez, DUSD; Melanie Abeyratne, Wee Care; Maria Muniz, Y & F/Foothill Family; Wendy Hua, Maryvale; Nadia Hillman, DUSD; Steve Hernandez, Y & F; Adam Knight, Y & F; Nick Lopez, Y & F; Cesar Monsalve, City Staff.

Challenges Faced

Each representative was asked to express the challenges they are facing.

DUSD Pre-School

- DUSD states that the loss of Head-start had a big negative impact.
- Pre-school is not daycare and is an important educational service.
- Services are provided to low income and non-eligible families.
- DUSD pre-school serves as an intervention program.
- DUSD pre-school will not relocate to Mt. Olive campus.

Wee Care Montessori Center

- Getting the word out about the service.
- Location is a challenge because it is located in the back.
- City signage and posting laws are a hindrance to promote service.
- City staff is too rigid in their roles.
- The demographics in Duarte make a difference. In other Wee Care locations, in Norwalk for example, the parents generally don't require financial aid and assistance. In Duarte its most parents who have this issue.

Maryvale

- There has been a substantial decline in enrollment. Financial Assistance Application through FACTS Payment Plan helps based on financial needs.

Would a service guide help?

Each representative was asked if the development of a resource or referral guide would help them.

- DUSD says it would help get the word out.
- Electronic and print. Enlist the Chamber. Parks and Recreation City website link.
- Wee Care: Conduct a parenting night event. 5 Promote all resources available.



- Knight: Add resource info to annual Fun Fest.
- Enlist Chamber to help. Become Chamber members, but you must put in the work and effort to see a result in business.

Next Steps

The Committee began discussion on Next Steps and will include efforts to continue in 2018. Next steps will include:

- Finding ways to improve information outreach to parents about early education in Duarte.
- Adding a link on the Parks & Recreation page of the website to refer parents to opportunities and add it to the FAQ page.
- Explore potential of available funding through First Five LA and tobacco tax funds.
- Continue to explore ways to communicate such as the development of a service guide.

DUARTE CHAMBER OF COMMERCE

2017 was a great year for the Duarte Chamber of Commerce and was filled with change. These included the Chamber moved into to a new location in August and the retirement of chamber CEO, Jim Kirchner and appointment of Sheryl Lefmann. In addition to the traditional grand openings and community appearances, they implemented new technology and updated the website to better support its members and the community and increasing their advocacy for businesses. With over 40 events in 2017, the Duarte Chamber continued to support their membership and the community. The biggest of which is the Taste of Duarte, where over 900 attendees visited 90 restaurants and business booths.

One of the items that the Chamber has continued to focus is the youth. They have participated in the job shadowing days; held Principal for a New Day; worked with Mt. SAC, The Gas Co, and Delafield to help develop the future workforce through the

INITIATOR REPORTS CONTINUED

DUARTE CHAMBER OF COMMERCE CONT.

“welding program” held last summer. It is a model that the SGVEP is looking to expand regionwide. Additionally, they are utilizing students in a variety of volunteer positions in order give them real world experience and exposure to different facets of business.

PUBLIC SAFETY DEPARTMENT/ LA COUNTY SHERIFF’S DEPARTMENT

The City of Duarte closed the year with a 6.7% decrease in Part 1 crimes compared to a year ago. The greatest decreases were seen in robberies, assaults, burglaries, and car thefts which decreased over 15% combined compared to 2016. This really is remarkable news, given that some of our neighboring cities saw a spike in residential burglaries and theft related crimes. I believe that there are two reasons that we were able to see a decrease in crime: The first reason is that the City Council added an additional dayshift patrol unit to the Los Angeles County Sheriff's contract along with a vehicle equipped with an automated license plate reader in the fall of 2015. The additional patrol unit increased police visibility throughout the City and decreased response times. The automated license plate reader increased the effectiveness of the deputies patrolling our streets. The second reason is that we have a great Neighborhood Watch System in place. Residents are calling Temple Station to report all suspicious behavior and persons, and it deters crime. Criminals are leery of any community that takes notice of them. Let alone a community that will take the time to report them to the Sheriffs. However, there is cause for concern with the passage of Proposition 57. We are already seeing more State prisoners being released this year. The Duarte Public Safety Department will work with the Sheriffs and Probation Departments to monitor high risk offenders. We will also continue to look for grant funded programs to strengthen regional partnerships to create diversion programs aimed at reducing recidivism. In 2018, please take the simple steps of securing your property and valuables to prevent from becoming a victim. When you leave home, please lock your doors and windows and set your alarm system if you have one. When you exit your vehicle, lock your doors, roll up your windows, and set your alarm if you have one. Also, remove your valuables from the vehicle, and leave nothing of interest in plain sight.

DUSD AND CSARTS

Duarte USD has partnered with Orange County School of the Arts (OCSA) to bring exclusive arts programming to the district through a public charter school, California School of the Arts - San Gabriel Valley (CSArts.) CSArts provides an unparalleled rigorous college-preparatory academic program and pre-professional arts conservatory training. Unlike an afterschool program, students admitted to the joint CSArts-SGV/DUSD 7-8 program receive 350 minutes and students in grades 9-12 receive 560 minutes of arts-based training per week embedded within their instructional day taught by certificated academic teachers and industry professionals.

Students in grades participate in a joint program between CSArts-SGV and Duarte USD to collaboratively provide students arts and academic instruction. Students have a customized schedule shared between both a Duarte USD and CSArts-SGV campus with transportation provided by the district. Once admitted to the program, all seventh and eighth grade students continue in the CSArts-SGV program through twelfth grade.

This partnership between Duarte USD and CSArts-SGV provides a six-year, backwards mapped arts and academic curriculum that will allow students to achieve their goal of postsecondary study in their chosen field of art. Students enrolled in this program specialize in four schools of art Dance, Fine & Media Arts, Music and Theater. Each school of art provides the real-world skills students will need to establish and maintain a professional career in these fields. In addition, students are provided access to master artist programs, which bring A-level talent to our campuses. The partnership also provides students in grades TK-8 at all Duarte USD schools a customized integrated arts curriculum and specialty VAPA classes taught by industry professionals, beginning with a comprehensive dance/movement program offered during the school day for all students in addition to their conservatory training.

2017-18 Budget

The total Youth & Family Committee budget for all efforts associated with promoting the Master Plan is \$2,000. \$1,000 for programming events and Master Plan promotions, \$900 Annual Report Card printing, \$100 Miscellaneous costs.

INITIATOR HIGHLIGHT - DUARTE TEEN CENTER

The Duarte Teen Center is home to 40 to 60 high school aged youth per day. With an additional 50-70 youth in our boxing program. The environment is safe, welcoming, and productive. Our Teen Center offers a variety of recreational and social activities for teens. Our programs range from drop in game room activities, nutrition/cooking classes, special events, tournaments, visual and performing arts classes and a host of other activities. We also have a computer lab where youth can work on homework and explore the Internet. The facility provides students with the opportunity to socialize with other teens as well participate in structured activities.

One of the Action Steps identified in the Youth and Family Master Plan as an area of focus has been on the development and support of job skill development for teens. In an effort to enhance current programs and opportunities for youth to gain on the job training and resources to obtain employment, the Parks and Recreation Department has incorporated several strategies to address this action plan. Each year the department employs 6 to 8 youth in our Youth@Work Intern Program that runs from February to May. Students apply and are interviewed and placed in various City departments under the supervision on the Teen Center Supervisor and department staff. This program has worked well to diversify our workforce and provide high school students with valuable on the job training. Each student works 6 to 10 hours per week and receives a \$100 monthly stipend. The program is funded through the Parks and Recreation Department.

The Parks and Recreation Department, in partnership with the City of Hope, also manages the Teen Nutrition Council, a nutrition education and outreach program designed to provide proper health and nutrition awareness to their peers and younger youth. The Teen Nutrition program employs 8 youth annually and each youth is paid a \$100 monthly

stipend. The Teen Center Supervisor oversees the program. These students are provided the highest caliber of training by the City of Hope CCARE program funded by the SCALE grant.

The Public Safety Department in partnership with the Parks and Recreation Program continued its long tradition of creating empowering opportunities for at-risk youth through the launching of the Work Investment Network (WIN) summer internship program 2017. WIN, a collaboration of the City of Duarte and Duarte Unified School District created a unique opportunity for 20 at-risk teens and young adults aged 16 – 24, to gain meaningful work experience at a variety of work sites throughout the community. Participants earned a \$500 stipend for working a minimum of 15 hours per week during an 8-week period. Interns also participated in a weekly, 1-hour training workshop intended to enhance their work and life skills. Participating individuals included some who needed credit recovery, under or unemployed, low income, and had a background of truancy and all benefitted from the training. To encourage local businesses to participate in WIN, they received 8 weeks of free services from a Duarte youth and had to complete minimal paperwork. Most importantly, businesses are used this empowering opportunity to mentor a local young person, provide a meaningful workforce experience and ideally, set that individual on a course for success. The Public Safety Crime Prevention Specialist, Public Safety Staff, and the Teen Center Supervisor managed the program. With support for the City Council and Duarte Unified School District, it is hoped that this summer the program will once again provide summer employment to this target demographic.

The Duarte Teen Center hosts an annual Youth Employment Workshop in April. Youth between the ages 15-18 participate in the workshop which includes tips on finding a job, gaining employment experience, resume writing, filling out job applications, interview tips and learn how to be successful once employed. Local employers also attend the workshop and speak about employment opportunities and provide insight on applying and what the work is like. Over 180 youth have participated in the workshop over the past 6 years. Duarte Teen Center Staff also maintain a Teen Center job board throughout the year and update it with current employment opportunities for teens, as well as assist them with applications and resumes on request.



REPORT ON 2017 YOUTH & FAMILY COMMITTEE GOALS

1. *Focus the 2017 Report Card on Serving Duarte's Teens and include outreach to local Youth Ministries in the process.*

In 2017 attention was placed on the Teen Center towards job development, training and education, and to include the teen Mayor's Youth Council to formally attend Committee meetings to report on teen related activities and Action Step input. The Initiator Report on page 7 focuses on progress made. No reportable action taken on outreach to youth ministries.

2. *Focus implementation efforts on Diversity including special needs populations.*

The City of Duarte's diversity efforts included Cesar Chavez, MLK, Teen Center Winter Holiday Festival, Golden Streets Festival with cultural dancers and musicians, Holiday Tree Lighting Fiesta, ACTSO local competition and nationals. Duarte Unified School District is committed to diversity by providing educational opportunities that will prepare all students for success in a multi-cultural environment. Maxwell Academy is an International Baccalaureate (IB) World School that offers an inquiry-based learning environment with a focus on international mindedness.

The Dual Language Spanish Immersion Program at Beardslee Academy is designed to educate English learners and native English speakers together and promotes bilingualism and bi-literacy, academic achievement, and multi-cultural competence. The International Student Program allows students from other countries to enroll in local schools. DHS has welcomed students from China to learn along-side Duarte students and provide an authentic cultural exchange for the school community.

3. *Combine efforts of all early education centers not just Maryvale, including local churches, Hayden Child Care, Little Scholars and other daycare facilities.*

The first Early Childhood education summit was held in 2017. Good information was gathered on challenges and to identify how the Y & F Committee could help facilitate increased awareness and enrollment that will help the Committee to move forward in 2018.

4. *Review and revitalize several Action Steps including specific language and text and revisit and re-familiarize with the Master Plan's basic goals.*

The Committee embarked on a review process of the Action Steps and made an effort to identify which steps were in need of updating, revising or eliminating. Some of the updated steps are included on pages 2, 3 and 4 of this Report Card.

5. *Focus on tying together community-wide youth activities with Y & F goals and objectives.*

Action Step 17 states, "Continue to present community events for families that promote a sense of community and family togetherness." The City presents many events and activities that complete this goal. There were two new events in 2017: The Golden Streets event in March was a very successful event that tied in the goal of fostering community and family togetherness through an open streets bike event and the Family Fun Fest was primarily family-focused and included family activities and musical performances and was organized by a partnership between Duarte Rotary Club and Duarte Kiwanis and Chamber of Commerce.

6. *Work with the City and Chamber of Commerce to encourage businesses to relocate or develop in Duarte and encourage new businesses to follow Youth and Family goals and philosophy.*

Y & F Committee Chairperson Adam Knight is a member of the Chamber of Commerce Board of Directors and has provided a unique and positive opportunity to include insight on the Chamber's objectives and how they relate to the Committee's goals. The Early Childhood Education Summit provided an example of how local childcare providers could operate their business and accomplish Y & F objectives.

7. *Focus on keeping informed and up-to-date on DUSD actions to move students from Northview School to elementary schools and to the establishment of the California School of the Arts.*

While DUSD has greatly improved their messaging through emails and social media, Nadia Hillman, Assistant Superintendent of Educational Services, has also regularly attended Y & F Committee meetings and has provided detailed reports on the CSArts move to Duarte and related actions that have affected DUSD including moving the 7th grade students to the new campuses and the 8th graders to the Northview 8th Grade Village campus. The next important move that the Committee will be interested in is the move of 8th graders to the outlying campuses in the coming school year.

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – MARCH 27, 2018

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 5:42 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Finlay (arrived at 5:58 p.m.), Kang, Paras-Caracci, Reilly, Fasana ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to adopt the Agenda, as amended to adjourn in memory of Timothy Rhambo, Linda Brown, and Ysela Rodriguez, and carried with Finlay not present.
WORKSHOP Homelessness Discussion	A Workshop was conducted for a discussion pertaining to homelessness, and to present information about the San Gabriel Valley Council of Governments Planning Grant Regional Process, Irwindale/Duarte Planning Process, Union Station/Coordinated Entry System, L.A. County Sheriff's Department Homeless Programs and Services, legal update on homeless issues, potentially new municipal codes, and next steps by the City. The Workshop concluded at 7:31 p.m. City Council reconvened at 7:37 p.m., with all members present.
PLEDGE TO THE FLAG	Gerald Delker led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	There was a moment of silence in honor of Timothy Rhambo.
FITNESS/MENTAL WARM-UP	Kang and Finlay provided the warm-up.
SPECIAL ITEMS Proclamation – Elks Recognition	Mayor Fasana read and presented a Proclamation for Elks Recognition Month to Gerald Delker, with congratulations extended.
Proclamation–DMV/Donate Life	Mayor Fasana read and presented a Proclamation for DMV/Donate Life California Month to Mr. Jesse Cruz, One Legacy.
Public Safety update	Brian Villalobos presented the monthly Public Safety update.
ANNOUNCEMENTS	Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events and meetings in April. Karen Herrera announced upcoming community events, meetings, programs, and activities in April and May.

Jenny Gabel, Duarte Library, announced programs, story times, services, and workshops in March and April.

Steve Hernandez announced cruise presentation and Rotary Easter bunny event.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Brian Tindall – Straws, polystyrene, plastic.

CONSENT CALENDAR

Paras-Caracci moved, Reilly seconded to approve the Consent Calendar as follows, and carried unanimously.
Approve Items B, C, F.
Receive and File Item E.
Remove Items A, D.

ITEMS REMOVED – Item A Minutes

It was clarified that the Moment of Reflection item was a request from Mayor Fasana that the meeting be adjourned in memory of Officer Casillas.

ITEM A – APPROVED

Paras-Caracci moved, Reilly seconded to approve the Minutes of March 13, 2018, and carried unanimously.

Item D – 2016 and 2017 General Plan Housing Element

Craig Hensley displayed a diagram of potential areas impacted by SB 827 (Wiener), and introduced Karen Warner, who answered questions from Councilmembers about the 2016 and 2017 General Plan Housing Element Annual Progress Reports.

Fasana asked the City Manager to forward the L.A. Times article and other recent articles about SB 827, as it could have terrible impacts on our City.

ITEM D – APPROVED

Finlay moved, Reilly seconded to authorize staff to forward the 2016 and 2017 General Plan Housing Element Annual Progress Reports to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR), and carried unanimously.

BUSINESS ITEM

Contract–Tree Trimming,
Maintenance, Inspection Services
West Coast Arborists, Inc.

Amanda Hamilton, Public Works Manager, presented a staff report about the project, answered questions about the tree trimming cycle, and stated representatives from West Coast Arborists were in attendance should there be any additional questions.

Lino Paras discussed the contract, high maintenance trees, distance of trees from Edison lighting, and tree varieties.

Fasana requested a report about how often we review the list of approved trees, whether we run it by a Commission, and what procedure is used to determine trees that are on or off the list. Kang stated if trees need to be replaced, he would like to see bigger trees planted.

Finlay moved, Paras-Caracci seconded to award the contract to West Coast Arborists, Inc., in the amount of \$138,000 (estimated annual) for Tree Trimming, Tree Maintenance, and Inspection Services, per staff recommendation, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

COSGROVE: Regarding the MS4 litigation, stated Duarte's case was completed today, and the judge is attentive.

GEORGE: Stated the 2018/19 budget discussions have been held with City Departments, and he will be meeting individually with Councilmembers soon.

PARAS-CARACCI: Thanked staff for working with Americorps/ Promise Fellows on the César Chávez community volunteer project, for the homelessness workshop, and for the work on the completed Vineyard sidewalk, and she hopes we can look at the crosswalk at Vineyard off of the bike trail.

REILLY: Attended Duarte Woman's Club annual tea, Route 66 Parade committee meeting, Emblem Club installation at the Elks Club, and César Chávez Day event.

FINLAY: Thanked staff for the workshop and information, announced breakfast with the Easter bunny on Saturday, expressed sadness at losing School Superintendent Dr. Mucerino, and stated he will be going to a school district in Riverside County.

KANG: Stated Dr. Mucerino's leaving is a huge loss for our City, he was the life saver of the School District, we need to continue the vision, and thanked staff and his colleagues for the insightful information about homelessness.

FASANA: Congratulated staff and Westminster Gardens on the César Chávez event, stated our School District is headed in a positive direction, other districts are facing budget issues, and thanked staff for the workshop.

ADJOURNMENT

Finlay moved, Kang seconded to adjourn the meeting at 9:23 p.m., in memory of Timothy Rhambo, Linda Brown, and Ysela Rodriguez, and carried unanimously.

Mayor John Fasana

ATTEST:

City Clerk



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 03/28/2018 - 04/10/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
209688	3/29/2018	4484	U.S. BANK			10,000.00
	32918	Advance-Corporate Card Acct xxxxxxx		100-1500		10,000.00
209718	4/10/2018	3889	BRIGHTVIEW LANDSCAPE SERVICES INC			22,264.41
	5652641	Landscape Maintenance 3/2018		100-1020-7724		115.00
	5652641	Landscape Maintenance 3/2018		100-1415-7916		2,130.00
	5652641	Landscape Maintenance 3/2018		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	5652641	Landscape Maintenance 3/2018		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
	5652641	Landscape Maintenance 3/2018		240-2410-7915		7,500.00
	5652641	Landscape Maintenance 3/2018		240-2410-7917		485.00
	5652641	Landscape Maintenance 3/2018		240-2410-7917		4,145.00
	5652641	Landscape Maintenance 3/2018		240-2420-7914		345.16
	5652641	Landscape Maintenance 3/2018		240-2421-7914		1,300.00
	5652641	Landscape Maintenance 3/2018		240-2422-7914		480.58
	5652641	Landscape Maintenance 3/2018		240-2423-7914		900.00
	5652641	Landscape Maintenance 3/2018		240-2424-7914		550.00
	5652641	Landscape Maintenance 3/2018		240-2425-7914		400.00
	5652641	Landscape Maintenance 3/2018		240-2426-7914		180.00
	5652641	Landscape Maintenance 3/2018		240-2427-7914		630.33
	5652641	Landscape Maintenance 3/2018		240-2431-7914		800.00
	5652641	Landscape Maintenance 3/2018		240-2432-7914		835.00
	5652641	Landscape Maintenance 3/2018		240-2433-7914		530.00
	5652641	Landscape Maintenance 3/2018		240-2434-7914		355.00
	5652641	Landscape Maintenance 3/2018		240-2435-7914		500.00
209720	4/10/2018	5869	CALIFORNIA STREET LIGHTING			8,856.00
	120	Pole Knockdown Las Lomas @ RO Ext		100-1820-7771	DMGE031-Repair of City Prop-Las Lomas/ROP	8,856.00
209723	4/10/2018	5847	CAT TRACKING INC			15,450.00
	10955	R & R Crosswalk-Royal Oaks/Mel Cyn		220-2210-7812		1,450.00
	10955	R & R Crosswalk-Royal Oaks/Greenba		220-2210-7812		1,450.00
	10955	Refresh Existing Crosswalk-Huntingto		220-2210-7812		2,400.00
	10956	R & R CROSSWALK - THERMOPLASTIC		220-2210-7812		1,450.00
	10956	R & R LIMIT LINE, NEW CORSSWALKS		220-2210-7812		1,000.00
	10956	MOBILIZATION - STRIPING OF HUNTI		220-2210-7812		2,000.00
	10956	THERMOPLASTIC ARROWS-HUNTING		220-2210-7812		5,700.00
209736	4/10/2018	5637	LA MOBO BUS SERVICE INC			5,154.76
	6895	Bus 103 PM Service		440-4405-7887		462.83
	6904	Bus 104 Alternator/Battery		440-4405-7887		1,306.60
	6924	Bus 104 R/R AC Generator/Alternator		440-4405-7887		142.23
	6937	Bus 103 R/R Front Tie Rods/Axle Air B		440-4405-7887		1,598.46
	6938	Bus 104 PM Service		440-4405-7887		352.21
	6941	Bus 104 Road Call/Coolant System Re		440-4405-7887		1,292.43
209740	4/10/2018	0903	CITY OF MONROVIA			13,881.53
	1800405	Fuel-City Manager 2/2018		100-1010-7650		136.66
	1800406	Fuel-Field Services 2/2018		100-1410-7650		944.68
	1800407	Fuel-Parks & Recreation 2/2018		100-1605-7650		141.90
	1800407	Fuel-Parks & Recreation 2/2018		100-1610-7650		249.60
	1800408	Fuel-Public Safety 2/2018		100-1205-7650		1,268.40
	1800409	Fuel-CMD 2/2018		100-1405-7650		213.88
	1800410	Fuel-Sheriff's Dept 2/2018		100-1205-7781		3,962.15
	1800411	Fuel-Transit Dept 2/2018		440-4405-7619		6,964.26

Council Warrant Register Over \$5000

Payment Dates: 03/28/2018 - 04/10/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
209741	4/10/2018	2461	MOUNTAIN VISTA PLAZA			10,523.42
	4/2018	Public Safety Lease		100-1205-7787		10,523.42
209745	4/10/2018	5224	PLACEWORKS			19,887.80
	64866	COH Specific Plan/EIR 2/2018		100-1405-7965	201406-Prof Serv-City of Hope EIR Reimb	19,887.80
209746	4/10/2018	0904	RKA CONSULTING GROUP			10,007.50
	27301	Engineering Srvcs- 2017/18 ATP 2/201		440-4425-7965	201604-Prof Svcs 440 (ATP)-ATP Design Goldline	265.00
	27336	Engineering-St Sweeping Sign Map 2/		100-1405-8100		3,257.50
	27365	Engineering Consulting 2/2018		100-1405-7969		1,890.00
	27366	Engineering Srvcs-Plan Check 2/2018		100-1405-7969		195.00
	27367	Contract Engineer 2/2018		100-1405-7969		2,662.50
	27368	Las Lomas Gas Line Inspections 2/201		100-1405-7969	201719-Engineering-Gas Co-Las Lomas/Calle Ma	960.00
	27369	Engineering Srvcs-Community Garde		100-1405-7969		777.50
209752	4/10/2018	3661	SUPERIOR CT OF CAL CO OF LOS ANGELES			6,324.50
	32918	Citation Revenue Tax 2/2018		100-1205-7761		6,324.50
209755	4/10/2018	4484	U.S. BANK			8,969.27
	32618CM	Sympathy Flowers-Bill Keener (Aroma		100-1010-7980		118.76
	32618CM	MYC/TC Dinner (VJ's Burgers)		100-1605-7693		114.38
	32618CM	AmeriCorps Summit 2/27/18 Lunch (		100-1605-7728	201809- Duarte's Promise - America's Promise E	304.70
	32618CM	Easter Activities Supplies (Oriental Tra		100-1605-7730		164.61
	32618CM	Easter Bunny Lollipops (Oriental Tradi		100-1605-7730		49.94
	32618CM	Breakfast with the Easter Bunny (Orie		100-1605-7730		89.98
	32618CM	SC Oil Filled Radiator Space Heater (		100-1605-7733		96.35
	32618CM	Sr Softball Field Prep-Steel Drag Mat (		100-1605-7733		179.09
	32618CM	SC Beadweaving Class Supplies (Fire		100-1605-7733		203.73
	32618CM	Duarte Park Bldg TV (Walmart)		100-1605-7736		329.32
	32618CM	TC Six Flags Magic Mtn Tickets 4/5/20		100-1605-7738		2,030.52
	32618CM	Soccer Supplies (Sator Sports Inc)		100-1605-7741		501.29
	32618CM	Portable Sports Benches (Amazon)		100-1605-7741		110.42
	32618CM	Soccer Equipment (Bownet Sports)		100-1605-7741		1,168.48
	32618CM	Boxing Tournament Hotel 3/2018 (Sle		100-1605-7745		1,041.53
	32618CM	TC Boxing T-Shirts (DeLong Unlimited)		100-1605-7745		1,304.15
	32618CM	FC Barbell Collars (Amazon)		100-1605-7980		21.51
	32618CM	Employee Rewards Gift Cards (Target)		100-1605-7980		60.00
	32618CM	Lifeguard Umbrellas/Supplies (Lincoln		100-1610-7616		337.35
	32618CM	Futsal Nets (Sator Soccer)		100-1610-7618		393.67
	32618CM	FC Stereo Receiver (Best Buy)		100-1610-7618		109.49
	32618CM	Table Cloth Dry Cleaning (Nature's Cl		100-1610-7652		180.00
	32618CM	Table Cloth Dry Cleaning (Jasmine Cle		100-1610-7652		60.00
62	4/10/2018	4286	MAXTREME INC			14,849.19
	13330	IT Helpdesk 3/2018		100-1815-7965		8,700.00
	13330	Crash Plan Recovery 3/2018		100-1815-7980		200.00
	13332	Fax Machine for Transit Dept		440-4405-7614		131.39
	13333-1/2018	Office 365 Licenses		100-1815-7632		363.00
	13333-10/2017	Office 365 Licenses		100-1815-7632		363.00
	13333-11/2017	Office 365 Licenses		100-1815-7632		363.00
	13333-12/2017	Office 365 Licenses		100-1815-7632		363.00
	13333-2/2018	Office 365 Licenses		100-1815-7632		363.00
	13333-3/2018	Office 365 Licenses		100-1815-7632		363.00
	13333-9/2017	Office 365 Licenses		100-1815-7632		363.00
	13334	SC iPad Pencils and Keyboards		100-1605-7713	201722-Grant Program-Senior Center-Tech	1,436.58
	13335	SC iPad Keyboards		100-1605-7713	201722-Grant Program-Senior Center-Tech	1,182.16
	13335	Wireless Headset, Receptionists		100-1610-7830		348.22
	22618	iPad Case		100-1020-7712		142.33
	22618	iPad Case		100-1020-7712		142.34

Council Warrant Register Over \$5000

Payment Dates: 03/28/2018 - 04/10/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	22618	Stylefolio for Mini iPad		100-1610-7830		25.17
Payment Total:						146,168.38

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	98,266.90
220 - GAS TAX FUN	15,450.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	19,936.07
440 - PROPOSITION A TRANSIT FUND	12,515.41
Grand Total:	146,168.38

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7650	Vehicle Maintenance	136.66
100-1010-7980	Other Expenses	118.76
100-1020-7712	Community Information	284.67
100-1020-7724	Post Office Parking	115.00
100-1205-7650	Vehicle Maintenance	1,268.40
100-1205-7761	Parking Ticket Collect	6,324.50
100-1205-7781	Contract Law Enforceme	3,962.15
100-1205-7787	Public Safety Cntr Lease	10,523.42
100-1405-7650	Vehicle Maintenance	213.88
100-1405-7965	Professional Services	19,887.80
100-1405-7969	City Engineer	6,485.00
100-1405-8100	Other Capital Improvem	3,257.50
100-1410-7650	Vehicle Maintenance	944.68
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	10,000.00
100-1605-7650	Vehicle Maintenance	141.90
100-1605-7693	Youth Council	114.38
100-1605-7713	Grant Programs Exp	2,618.74
100-1605-7728	Americorp's VIP Progra	304.70
100-1605-7730	Special Events	304.53
100-1605-7733	Senior Center	479.17
100-1605-7736	Recreation Classes	329.32
100-1605-7738	Teen Excursions	2,030.52
100-1605-7741	Sports/Playground Progr	1,780.19
100-1605-7745	Boxing Program	2,345.68
100-1605-7980	Other Expenses	81.51
100-1610-7616	Pool Supplies	337.35
100-1610-7618	Building Supplies	503.16
100-1610-7650	Vehicle Maintenance	249.60
100-1610-7652	Building Maint Services	240.00
100-1610-7830	Telephones	373.39
100-1815-7632	Software Maintenance	2,541.00
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1820-7771	Repair Of City Property	8,856.00
100-1825-7945	Operation Of Acq Prop	83.34
220-2210-7812	Street Striping & Markin	15,450.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
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
240-2424-7914	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

Account Summary

Account Number	Account Name	Payment Amount
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
440-4405-7614	Office Supplies	131.39
440-4405-7619	Fuel And Oil	6,964.26
440-4405-7887	Repairs & Replacements	5,154.76
440-4425-7965	Professional Services (AT	265.00
	Grand Total:	146,168.38

Project Account Summary

Project Account Key	Payment Amount
None	113,192.80
201406-Prof Serv-City of Hope EIR Reimb	19,887.80
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	265.00
201719-Engineering-Gas Co-Las Lomas/Calle Martos	960.00
201722-Grant Program-Senior Center-Tech	2,618.74
201809- Duarte's Promise - America's Promise Exp	304.70
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
DMGE031-Repair of City Prop-Las Lomas/ROP	8,856.00
Grand Total:	146,168.38



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	209750		36.87
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	209750		87.46
100-1010-7650	CITY OF MONROVIA	Fuel-City Manager 2/2018	209740		136.66
100-1010-7650	SHELL	Fuel-City Manager 2/2018	209705		79.00
100-1010-7965	BECKER BOARDS SMALL LLC	210/605 Billboard Ads 11/27/17 - 12/24/17	209714		1,500.00
100-1010-7965	BECKER BOARDS SMALL LLC	201/605 Fwy Billboard Ads 3/19/18 - 4/15/18	209714		1,500.00
100-1010-7980	CALIFORNIA SKEWERS	Homeless Workshop	209692		405.15
100-1010-7980	U.S. BANK	Sympathy Flowers-Bill Keener (Aroma Flowers)	209755		118.76
100-1010-7980	U.S. BANK	Council Workshop 3/13/18 (Qdoba)	209754		271.30
100-1020-7710	LUDECKE PROPERTY MANAGEMEN	Chamber Lease 4/2018	209738		1,600.00
100-1020-7710	FSP DESIGNS	Earth Day 2018 T-Shirts	209732		611.40
100-1020-7711	U.S. BANK	Replacement Gift Cards-MaryAnn Ur (Target)	209754		161.00
100-1020-7712	MAXTREME INC	iPad Case	62		142.33
100-1020-7712	MAXTREME INC	iPad Case	62		142.34
100-1020-7712	THE SAUCE CREATIVE SERVICES CO	Earth Day 2018 Banner Date/Time Change	209748		101.66
100-1020-7716	WALMART COMMUNITY/RFCSLLC	State of City Volunteer Snacks	209710		45.14
100-1020-7716	U.S. BANK	State of the City Add'l Lunches (Wild Thyme Pizza)	209754		122.91
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		115.00
100-1020-7726	U.S. BANK	Adobe Creative Cloud 10 Seats (1 Yr Membership)	209754		34.99
100-1020-7726	U.S. BANK	Levon Y-Adobe Creative Cloud	209754		49.99
100-1020-7980	CITRUS COLLEGE FOUNDATION	Veteran's Institute	209696		60.00
100-1205-7612	CACEO	Don Vaillancourt 2018 Membership	209691		95.00
100-1205-7612	CACEO	Juan Oseguera 2018 Membership	209691		95.00
100-1205-7612	CACEO	Larry Breceda 2018 Membership	209691		95.00
100-1205-7615	WALMART COMMUNITY/RFCSLLC	EOC Snacks/Water March 2, 2018 Storm	209710		29.89
100-1205-7636	TOM'S CLOTHING & UNIFORMS INC	J Oseguera Uniforms	209753		250.76
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 2/2018	209740		1,268.40
100-1205-7655	T-MOBILE	Emergency Asset Tracking 2/21/18 - 3/20/18	209709		13.91
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS AN	Citation Revenue Tax 2/2018	209752		6,324.50
100-1205-7779	WALMART COMMUNITY/RFCSLLC	Water/Snacks for Youth Trips	209710		79.55
100-1205-7779	YESENIA CHAVEZ	PS Intern Stipend	209694		100.00
100-1205-7780	U.S. BANK	Dog License Postcards (Gotprint.com)	209754		130.13
100-1205-7780	NATIONAL BAND & TAG CO	2018/2019 Dog Tags	209742		619.51
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 2/2018	209740		3,962.15
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease	209741		10,523.42
100-1405-7610	TERESA RENTERIA	Grant Writing Workshop	209703		31.17
100-1405-7610	AMANDA HAMILTON	SCAG Grant Consultant Interviews	209700		25.07
100-1405-7610	U.S. BANK	Craig Hensley Interview Panel Lunch (Villa Italia)	209756		124.57
100-1405-7612	U.S. BANK	Public Works Construction Manual (BNI)	209756		142.92
100-1405-7612	U.S. BANK	Daily Bulletin Online Subscription	209756		10.23
100-1405-7612	U.S. BANK	Large Data Format Subscription (Hightail)	209756		15.99
100-1405-7650	CITY OF MONROVIA	Fuel-CMD 2/2018	209740		213.88
100-1405-7690	GEORGE K FARRA	Planning Commission Meeting	209729		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	209759		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commission Meeting	209757		50.00
100-1405-7690	SHAUNA PIERCE	Planning Commission Meeting	209744		50.00
100-1405-7801	COUNTY OF LOS ANGELES DEPART	Industrial Waste Inspections 2/2018	209725		992.10
100-1405-7965	LDM ASSOCIATES INC	CDBG Federal Grant Admin 2/2018	209737		100.00
100-1405-7965	PLACEWORKS	COH Specific Plan/EIR 2/2018	209745	201406-Prof Serv-City of Hope EIR Reimb	19,887.80
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 2/2018	209746		1,890.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Srv-Plan Check 2/2018	209746		195.00
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 2/2018	209746		2,662.50
100-1405-7969	RKA CONSULTING GROUP	Las Lomas Gas Line Inspections 2/2018	209746	201719-Engineering-Gas Co-Las Lomas/C	960.00

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7969	RKA CONSULTING GROUP	Engineering Svcs-Community Garden 2/2018	209746		777.50
100-1405-7975	FEHR PEERS	Duarte Station Multimodal Access Study	209731		2,931.93
100-1405-8100	RKA CONSULTING GROUP	Engineering-St Sweeping Sign Map 2/2018	209746		3,257.50
100-1410-7630	SIMON EQUIPMENT RENTALS	Trencher Rental-Hunt Dr Conduit Install	209707		80.73
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 2/2018	209740		944.68
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 3/2018	209713		58.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 3/2018	209713		58.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		2,130.00
100-1500	U.S. BANK	Advance-Corporate Card Acct xxxxxxxxxxxx4392	209688		10,000.00
100-1500	KELLY BARNES	Advance-SC Mother's Day Tea	209690		644.00
100-1605-7610	DUARTE RECREATION PETTY CASH	Teesha Tarr CRPS Conference Parking	209697		15.00
100-1605-7610	GEORGE DANG	CPRS Conference Parking/Meals	209726		95.00
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	209750		60.00
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	209750		65.37
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 2/2018	209740		141.90
100-1605-7693	U.S. BANK	MYC/TC Dinner (VJ's Burgers)	209755		114.38
100-1605-7713	MAXTREME INC	SC iPad Pencils and Keyboards	62	201722-Grant Program-Senior Center-Tec	1,436.58
100-1605-7713	MAXTREME INC	SC iPad Keyboards	62	201722-Grant Program-Senior Center-Tec	1,182.16
100-1605-7728	DUARTE RECREATION PETTY CASH	AmeriCorp Little Library Prizes	209697	201809- Duarte's Promise - America's Pro	13.11
100-1605-7728	WALMART COMMUNITY/RFCSLLC	Little Library Supplies	209710	201809- Duarte's Promise - America's Pro	12.96
100-1605-7728	U.S. BANK	AmeriCorps Summit 2/27/18 Lunch (Corner Bakery)	209755	201809- Duarte's Promise - America's Pro	304.70
100-1605-7730	DUARTE RECREATION PETTY CASH	Easter Special Event Supplies	209697		59.24
100-1605-7730	WALMART COMMUNITY/RFCSLLC	Egg Hunt Supplies	209710		87.42
100-1605-7730	U.S. BANK	Easter Bunny Lollipops (Oriental Trading)	209755		49.94
100-1605-7730	U.S. BANK	Breakfast with the Easter Bunny (Oriental Trading)	209755		89.98
100-1605-7730	U.S. BANK	Easter Activities Supplies (Oriental Trading)	209755		164.61
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Boutique Items	209697		15.83
100-1605-7733	WALMART COMMUNITY/RFCSLLC	SC St Patricks Day Candy	209710		50.18
100-1605-7733	U.S. BANK	SC Oil Filled Radiator Space Heater (Walmart)	209755		96.35
100-1605-7733	U.S. BANK	Sr Softball Field Prep-Steel Drag Mat (Amazon)	209755		179.09
100-1605-7733	U.S. BANK	SC Beadweaving Class Supplies (Fire Mtn Gems)	209755		203.73
100-1605-7733	U.S. BANK	SC Netflix	209754		19.74
100-1605-7733	BEN RUSHING	SC Entertainment (Car Show)	209747		400.00
100-1605-7733	BOTANICA FLORIST	SC Mother's Day Tea Centerpiece	209716		82.13
100-1605-7733	SMART & FINAL	SC St Patrick's Day Treats	64		39.95
100-1605-7733	FEDERICO'S BAKERY	SC Mother's Day Tea Bread	209730		63.84
100-1605-7735	DUARTE RECREATION PETTY CASH	TC Spring Decorations	209697		28.43
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	64		162.90
100-1605-7736	U.S. BANK	Duarte Park Bldg TV (Walmart)	209755		329.32
100-1605-7738	U.S. BANK	TC Six Flags Magic Mtn Tickets 4/5/2018	209755		2,030.52
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	2018 Spring Break Flyers	209748		363.50
100-1605-7739	THE SAUCE CREATIVE SERVICES CO	Measure A Banners	209748		247.10
100-1605-7740	KNOTT'S BERRY FARM	Youth Spring Break Trip	209689		640.00
100-1605-7741	WALMART COMMUNITY/RFCSLLC	Sports Supplies	209710		134.87
100-1605-7741	WALMART COMMUNITY/RFCSLLC	Return of Sports Supplies	209710		-121.14
100-1605-7741	U.S. BANK	Portable Sports Benches (Amazon)	209755		110.42
100-1605-7741	U.S. BANK	Soccer Equipment (Bownet Sports)	209755		1,168.48
100-1605-7741	U.S. BANK	Soccer Supplies (Sator Sports Inc)	209755		501.29
100-1605-7741	SCMAF-SAN GABRIEL VALLEY	Basketball Tournament Entries	209749		525.00
100-1605-7745	U.S. BANK	Boxing Tournament Hotel 3/2018 (Sleep Inn)	209755		1,041.53
100-1605-7745	U.S. BANK	TC Boxing T-Shirts (DeLong Unlimited)	209755		1,304.15
100-1605-7980	U.S. BANK	FC Barbell Collars (Amazon)	209755		21.51
100-1605-7980	U.S. BANK	Employee Rewards Gift Cards (Target)	209755		60.00
100-1610-7616	U.S. BANK	Lifeguard Umbrellas/Supplies (Lincoln Aquatics)	209755		337.35
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	209698		639.64
100-1610-7618	WALMART COMMUNITY/RFCSLLC	Boxing Gym Storage	209710		85.28
100-1610-7618	WALMART COMMUNITY/RFCSLLC	Storage Units-TC Boxing Gym	209710		85.28
100-1610-7618	U.S. BANK	FC Stereo Receiver (Best Buy)	209755		109.49
100-1610-7618	U.S. BANK	Futsal Nets (Sator Soccer)	209755		393.67
100-1610-7618	KULLY SUPPLY INC	Drinking Fountain Repair Parts	209735		476.70

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1610-7618	MAINTEX INC	Janitorial Supplies	209739		1,101.89
100-1610-7618	MAINTEX INC	Janitorial Supplies	209739		301.52
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	209695		38.78
100-1610-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 2/2018	209740		249.60
100-1610-7652	U.S. BANK	Table Cloth Dry Cleaning (Nature's Cleaners)	209755		180.00
100-1610-7652	U.S. BANK	Table Cloth Dry Cleaning (Jasmine Cleaners)	209755		60.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 3/2018	209728		130.00
100-1610-7830	MAXTREME INC	Wireless Headset, Receptionists	62		348.22
100-1610-7830	MAXTREME INC	Stylefolio for Mini iPad	62		25.17
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	209754		18.37
100-1805-7610	KRISTEN PETERSEN	Lunch Meeting w/Councilmember	209743		27.89
100-1805-7610	U.S. BANK	Kristen Petersen Meal USC Presentation (Subway)	209754		9.94
100-1805-7610	U.S. BANK	Dept EOC Meeting Lunch 2/28/18 (Picasso's)	209754		156.07
100-1805-7610	U.S. BANK	Kristen Petersen JPIA Leadership Academy 3/2018	209754		375.00
100-1805-7610	U.S. BANK	Kristen Petersen Lunch Mtg w/Councilmember	209754		63.23
100-1805-7610	U.S. BANK	Book-Encouraging the Heart (Amazon)	209754		11.67
100-1805-7610	U.S. BANK	Staff Meeting 3/1/18 (T-Burgers)	209754		28.91
100-1805-7610	U.S. BANK	Roxanne Breceda Athenian Dialogue 3/23/18	209754		75.00
100-1805-7610	U.S. BANK	Kristen Petersen JPIA Leadership Academy	209754		2.95
100-1805-7610	SMART & FINAL	EOC Meeting 3/20/18	64		7.69
100-1805-7653	U.S. BANK	ACH Test	61		0.01
100-1805-7980	U.S. BANK	Microsoft 365 2/27/18 - 3/26/18	209754		12.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 3/2018	209724		140.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 3/2018	209702		85.00
100-1810-7980	SHRED-IT USA LLC	Document Shredding	209706		41.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	MAXTREME INC	Office 365 Licenses	62		363.00
100-1815-7632	U.S. BANK	Parks & Rec/Pam-Adobe Creative Cloud	209754		49.99
100-1815-7632	U.S. BANK	Adobe Creative Cloud 10 Seats (1 Yr Membership)	209754		314.91
100-1815-7632	U.S. BANK	Admin Srvcs/Roxanne-Adobe Creative Cloud	209754		49.99
100-1815-7632	U.S. BANK	Public Safety/Susie-Adobe Creative Cloud	209754		49.99
100-1815-7632	U.S. BANK	Admin/Crystal-Adobe Creative Cloud	209754		49.99
100-1815-7632	U.S. BANK	Admin/Iliana-Adobe Creative Cloud	209754		49.99
100-1815-7632	U.S. BANK	CMD/Amanda & Teresa-Adobe AcroPro	209754		14.99
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Creative Cloud	209754		14.99
100-1815-7632	U.S. BANK	CMD/Yesenia-Adobe Creative Cloud	209754		49.99
100-1815-7965	MAXTREME INC	IT Helpdesk 3/2018	62		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 3/2018	62		200.00
100-1820-7771	CALIFORNIA STREET LIGHTING	Pole Knockdown Las Lomas @ RO Ext	209720	DMGE031-Repair of City Prop-Las Lomas/	8,856.00
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	209721		357.52
100-1825-7613	CANON SOLUTIONS AMERICA INC	TC Copier Paper	209721		56.94
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	209750		86.26
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	209750		85.15
100-1825-7614	U.S. BANK	HR Payroll Envelopes (Amazon)	209754		55.98
100-1825-7630	RICOH USA INC	PS Copier Lease 3/19/18 4/18/18	209704		779.65
100-1825-7631	RICOH USA INC	PS Copier Overage 12/12/17 - 3/12/18	209704		297.07
100-1825-7631	CANON SOLUTIONS AMERICA INC	CH Copier Maint/Overage 2/16/18 - 3/15/18	209721		532.65
100-1825-7631	CANON SOLUTIONS AMERICA INC	SC Copier Maint/Overage 2/16/18 - 3/15/18	209721		124.78
100-1825-7631	CANON SOLUTIONS AMERICA INC	TC Copier Maint/Overage 2/16/18 - 3/15/18	209721		22.18
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	209717		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	209734		435.00
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	209715		218.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	209733		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	209727		566.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	209719		218.00

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-2120	MAURICIO ZURITA	TC Rent Deposit Refund	209712		300.00
100-2120	MARIA GUERRERO	Field Rent Deposit Refund	209699		100.00
100-2123	EMILY LEDESMA	ROP Bldg Rent Deposit Refund	209701		150.00
100-4201	STAR SUN SOLAR	Service Panel Upgrade Refund	209751		84.20
100-4302	AYE HTOO ZAW	Citation Overpayment	209711		136.00
100-4302	CRISTIANO CANO	Citation Dismissal	209693		111.00
Fund 100 - GENERAL FUND Total:					125,062.69

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7812	CAT TRACKING INC	Refresh Existing Crosswalk-Huntington Dr	209723		2,400.00
220-2210-7812	CAT TRACKING INC	R & R Crosswalk-Royal Oaks/Greenbank	209723		1,450.00
220-2210-7812	CAT TRACKING INC	R & R Crosswalk-Royal Oaks/Mel Cyn	209723		1,450.00
220-2210-7812	CAT TRACKING INC	THERMOPLASTIC ARROWS-HUNTINGTON DR	209723		5,700.00
220-2210-7812	CAT TRACKING INC	MOBILIZATION - STRIPING OF HUNTINGTON DR	209723		2,000.00
220-2210-7812	CAT TRACKING INC	R & R CROSSWALK - THERMOPLASTIC AT ROYAL OAKS	209723		1,450.00
220-2210-7812	CAT TRACKING INC	R & R LIMIT LINE, NEW CORSSWALKS AT ROYAL OAKS	209723		1,000.00
Fund 220 - GAS TAX FUN Total:					15,450.00

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Hunt Dr Irrigation Repairs	209708		275.84
240-2410-7909	WEST COAST ARBORISTS INC	Grid Pruning 3/2018	209758		154.05
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		4,145.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		345.16
240-2421-7887	SIMON EQUIPMENT RENTALS	Snake Rental-Drain Clearing (Callee Villada Cir)	209707		35.10
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		400.00
240-2426-7810	A1 MAINTENANCE SERVICES CA	Mikes Ctr Sweeping 3/2018	209713		747.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 3/2018	209718		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					21,148.06

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	CDBG Admin-ADA Curb Ramps 2/2018	209737	201810-ADA Curb Ramps-CDBG ADA Curb	1,350.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,350.00

Council Warrant Register by Account

Payment Dates: 03/28/2018 - 04/10/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7614	MAXTREME INC	Fax Machine for Transit Dept	62		131.39
440-4405-7619	CITY OF MONROVIA	Fuel-Transit Dept 2/2018	209740		6,964.26
440-4405-7620	CANYON TIRE SALES INC	Bus 103 Rear Tires	209722		2,691.76
440-4405-7620	CANYON TIRE SALES INC	Bus 104 Rear Tires	209722		1,581.02
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 PM Service	209736		462.83
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Alternator/Battery	209736		1,306.60
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 R/R AC Generator/Alternator Belt	209736		142.23
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 R/R Front Tie Rods/Axle Air Bags	209736		1,598.46
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 PM Service	209736		352.21
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Road Call/Coolant System Repair	209736		1,292.43
440-4425-7965	RKA CONSULTING GROUP	Engineering Svc- 2017/18 ATP 2/2018	209746	201604-Prof Svcs 440 (ATP)-ATP Design G	265.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					16,788.19
Grand Total:					179,798.94

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	125,062.69
220 - GAS TAX FUN	15,450.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	21,148.06
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	1,350.00
440 - PROPOSITION A TRANSIT FUND	16,788.19
Grand Total:	179,798.94

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	124.33
100-1010-7650	Vehicle Maintenance	215.66
100-1010-7965	Professional Services	3,000.00
100-1010-7980	Other Expenses	795.21
100-1020-7710	Chamber Of Commerce	2,211.40
100-1020-7711	Employee Recognition C	161.00
100-1020-7712	Community Information	386.33
100-1020-7716	Special Community Even	168.05
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	84.98
100-1020-7980	Other Expenses	60.00
100-1205-7612	Publications and Dues	285.00
100-1205-7615	Emergency Supplies	29.89
100-1205-7636	Uniforms	250.76
100-1205-7650	Vehicle Maintenance	1,268.40
100-1205-7655	Emergency Services	13.91
100-1205-7761	Parking Ticket Collect	6,324.50
100-1205-7779	Youth Programs	179.55
100-1205-7780	Animal Control	749.64
100-1205-7781	Contract Law Enforceme	3,962.15
100-1205-7787	Public Safety Cntr Lease	10,523.42
100-1405-7610	Travel, Mtgs & Conf	180.81
100-1405-7612	Publications and Dues	169.14
100-1405-7650	Vehicle Maintenance	213.88
100-1405-7690	Planning Commission	200.00
100-1405-7801	Industrial Waste Inspecti	992.10
100-1405-7965	Professional Services	19,987.80
100-1405-7969	City Engineer	6,485.00
100-1405-7975	Economic Development	2,931.93
100-1405-8100	Other Capital Improvem	3,257.50
100-1410-7630	Equipment Rentals	80.73
100-1410-7650	Vehicle Maintenance	944.68
100-1410-7810	Street Sweeping	116.00
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	10,644.00
100-1605-7610	Travel, Mtgs & Conf	110.00
100-1605-7614	Office Supplies	125.37
100-1605-7650	Vehicle Maintenance	141.90
100-1605-7693	Youth Council	114.38
100-1605-7713	Grant Programs Exp	2,618.74
100-1605-7728	Americorp's VIP Progra	330.77
100-1605-7730	Special Events	451.19
100-1605-7733	Senior Center	1,150.84
100-1605-7735	Teen Center	191.33
100-1605-7736	Recreation Classes	329.32
100-1605-7738	Teen Excursions	2,030.52
100-1605-7739	Publicity	610.60
100-1605-7740	Youth Excursions	640.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7741	Sports/Playground Progr	2,318.92
100-1605-7745	Boxing Program	2,345.68
100-1605-7980	Other Expenses	81.51
100-1610-7616	Pool Supplies	337.35
100-1610-7617	Pool Chemicals	639.64
100-1610-7618	Building Supplies	2,553.83
100-1610-7636	Uniforms	38.78
100-1610-7650	Vehicle Maintenance	249.60
100-1610-7652	Building Maint Services	370.00
100-1610-7830	Telephones	391.76
100-1805-7610	Travel, Mtgs & Conf	758.35
100-1805-7653	Bank Charges	0.01
100-1805-7980	Other Expenses	12.00
100-1810-7660	Other Services	140.00
100-1810-7980	Other Expenses	126.00
100-1815-7632	Software Maintenance	3,185.83
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1820-7771	Repair Of City Property	8,856.00
100-1825-7613	Duplications And Photos	585.87
100-1825-7614	Office Supplies	55.98
100-1825-7630	Equipment Lease	779.65
100-1825-7631	Equipment Maintenance	976.68
100-1825-7674	Retiree Health Insurance	2,307.00
100-1825-7945	Operation Of Acq Prop	83.34
100-2120	Refundable Deposits	400.00
100-2123	Special Event Insurance (	150.00
100-4201	Building Permits	84.20
100-4302	Parking Citations	247.00
220-2210-7812	Street Striping & Markin	15,450.00
240-2410-7891	Repairs-Medians	275.84
240-2410-7909	Tree Trim-Residential	154.05
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7887	Repairs & Replacements	35.10
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	747.00
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
260-2605-8061	ADA Curb Ramps (Capita	1,350.00
440-4405-7614	Office Supplies	131.39
440-4405-7619	Fuel And Oil	6,964.26
440-4405-7620	Tires	4,272.78
440-4405-7887	Repairs & Replacements	5,154.76
440-4425-7965	Professional Services (AT	265.00
Grand Total:		179,798.94

Project Account Summary

Project Account Key	Payment Amount
None	145,447.29
201406-Prof Serv-City of Hope EIR Reimb	19,887.80
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	265.00
201719-Engineering-Gas Co-Las Lomas/Calle Martos	960.00
201722-Grant Program-Senior Center-Tech	2,618.74
201809- Duarte's Promise - America's Promise Exp	330.77
201810-ADA Curb Ramps-CDBG ADA Curb Ramps	1,350.00
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
DMGE031-Repair of City Prop-Las Lomas/ROP	8,856.00
Grand Total:	179,798.94



City of Duarte

Successor Agency Council Warrant Register

By Payment Number

Payment Dates 03/28/2018 - 04/10/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
EFT05914	3/28/2018 113081000	SA1035 2007 TAB-A Interest Payment	US BANK	690-6905-8350		105,800.00 105,800.00
EFT05914	3/28/2018 113081000-A	SA1035 Cash on Hand-Interest	US BANK	690-1100		-178.83 -178.83
EFT05914	3/28/2018 113081000-AA	SA1035 2007 TAB-A Excess Over Reserve Req	US BANK	690-1100		-4,380.50 -4,380.50
EFT05915	3/28/2018 119926000	SA1035 2007 TAB-C Interest Payment	US BANK	690-6905-8352		10,700.00 10,700.00
EFT05915	3/28/2018 119926000-C	SA1035 2007 TAB-C Cash on Hand-Interest	US BANK	690-1100		-67.10 -67.10
EFT05915	3/28/2018 119926000-CC	SA1035 2007 TAB-C Excess over Reserve Requ	US BANK	690-1100		-1,388.03 -1,388.03
Payment Total:						110,485.54

Report Summary**Fund Summary**

Fund	Payment Amount
690 - Successor Agency Debt Service	110,485.54
Grand Total:	110,485.54

Account Summary

Account Number	Account Name	Payment Amount
690-1100	Cash/Invest- Fiscal Agent	-6,014.46
690-6905-8350	SA TAB A Interest Exp	105,800.00
690-6905-8352	SA TAB C Interest Exp	10,700.00
	Grand Total:	110,485.54

Project Account Summary

Project Account Key	Payment Amount
None	110,485.54
Grand Total:	110,485.54

MEMORANDUM

TO: Darrell J. George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: April 3, 2018

**SUBJECT: SECOND AMENDMENT TO ASSIGNMENT OF RIGHTS TO PUBLIC,
EDUCATIONAL AND GOVERNMENTAL FEES**

On October 14, 2014, the City entered into an Assignment Agreement under which the City committed to reimburse the City General Funds for the Total Cost of the purchase and installation of certain audio visual equipment for the City Council Chambers from future-collected PEDG fees. In February 2015, an amendment to the Assignment Agreement was approved to increase the original amount to \$220,000.

On August 3, 2017, the City entered into an Agreement with Duarte Public Cable Access, Inc. ("DCTV") for the City's payment of \$45,000 in capital equipment investments to continue the provision of public educational and government access programming at their relocated studios. The City also agreed to purchase approximately \$15,000 in capital equipment needed to relocate the Access Point used by DCTV from the Third Street location to the Duarte Community Center. In addition, on September 12, 2017, the City entered into an agreement with Foothills Media Network ("FMN") which obligated the City to contribute \$22,000 toward capital equipment investments FMN identified as necessary to implement Public Access Programming at their studios.

Currently all PEG Fees are still repaying the amounts remaining from the First Amendment. As a result, the City is paying for these Additional costs from City General Funds. Given that these additional costs qualify for PEG funding, we are recommending that the City Council approve a second amendment to the Assignment Agreement, so that future collected PEG fees can be used to reimburse the General Fund for these additional expenses.

Recommendation

It is recommended that the City Council approve the Second Amendment to the Assignment of Rights to Public, Educational and Governmental Fees.

SECOND AMENDMENT TO ASSIGNMENT OF RIGHTS TO PUBLIC, EDUCATIONAL,
AND GOVERNMENTAL FEES

THIS SECOND AMENDMENT TO ASSIGNMENT OF RIGHTS TO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEES ("Assignment") is made as of _____, 2018, by the CITY OF DUARTE, a municipal corporation acting in its limited capacity as the recipient of public, educational, and governmental programming fees ("PEG Fees") as authorized by the Federal Cable Television Consumer Protection and Competition Act of 1992, as amended (the "Cable Act") the California Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), and City of Duarte Ordinance No. 794, as codified in Chapter 5.10 of the Duarte Municipal Code (hereinafter the "PEG Fees Collection Entity"), in favor of the CITY OF DUARTE, a municipal corporation acting in its general capacity as a public body charged with the protection and advancement of the public health, safety, and welfare (hereinafter "City"), with reference to the following recitals:

A. PEG Fee Collection Entity has collected, and continues to collect PEG Fees as authorized by the Cable Act, DIVCA, and Duarte Municipal Code section 5.10.020.

B. On or about October 14, 2014, the City entered into the original ASSIGNMENT OF RIGHTS TO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEES, relating to the advanced funding by the City in excess of on-hand PEG fees and repayment through dedicated future collected PEG fees of some One Hundred Eighty Two Thousand Eight Hundred Ninety Nine Dollars (\$189,899) dollars, for estimated costs associated with the purchase and installation of certain audio visual equipment used in public educational and government access programming.

C. On or about February 10, 2015, the City memorialized the FIRST AMENDMENT ASSIGNMENT OF RIGHTS TO PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEES, relating to increased costs of such equipment in the total amount of Two Hundred Twenty Thousand (\$220,000.00)

D. Since that time, and on or about August 3, 2017, the City entered into an Agreement with Duarte Public Cable Access, Inc. ("DCTV") which, among other things, called for the City's payment of some Forty Five Thousand (\$45,000.00) dollars of capital equipment investments to continue the provision of public educational and government access programming at relocated studios. The City also agreed to relocate the Access Point used by DCTV to upload their programming from the Third Street location to the Duarte Community Center. The City is obligated to pay up to Fifteen Thousand (\$15,000.00) dollars for capital equipment related to the new access point location. In addition, on or about September 12, 2017, the City entered into an agreement with Foothills Media Network ("FMN") which obligated the City to contribute some Twenty Two Thousand (\$22,000.00) dollars toward capital equipment investments FMN identified as necessary to implement Public Access Programming at their studios (Collectively, the DCTV, Access Point, and FMN additional capital equipment purchases are herein called "Additional Facilities.")

E. Given that all current PEG Fees are still repaying the amounts remaining from the First Amendment, the City shall contribute from other City funds (the "General Fund Contribution") toward the cost of the Additional Facilities.

F. Through this Assignment, PEG Fee Collection Entity shall commit to reimburse the amount of the General Fund Contribution to the City from future-collected PEG Fees.

NOW, THEREFORE, in view of the recitals set forth above, PEG Fee Collection Entity agrees as follows:

1. Reimbursement. PEG Fee Collection Entity shall promptly reimburse to City, for use by City as general funds, any and all PEG Fees collected from and after the date of this Assignment, until the amount of funds so reimbursed is equal to the General Fund Contribution.

2. Entire Agreement. This Assignment contains the entire understanding and agreement of PEG Fee Collection Entity and City with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Assignment or right of City hereunder can be waived nor shall PEG Fee Collection Entity be released from its obligations hereunder except by a writing duly executed by an authorized officer of City. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

3. Term; Binding Effect. This Assignment shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid.

4. Severability. If any provision of this Assignment, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provisions of this Assignment, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Assignment.

5. Governing Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, PEG Fee Collection Entity has executed this Assignment of Rights to Public Educational, and Governmental Programming Fees as of the date first appearing hereinabove.

"PEG FEE COLLECTION ENTITY"
CITY OF DUARTE

Date: _____

By: _____
John Fasana, Mayor

ATTEST:

Marla Akana
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

David B. Cosgrove City Attorney



MEMORANDUM

RECEIVED

MAR 27 2018

CITY OF DUARTE

TO: CITY COUNCIL
FROM: COMMISSIONER Jo-Ann Oloteo
SUBJECT: NOTICE OF ABSENCE FROM Public Safety COMMISSION MEETING
DATE: 3/26/2018

REASON FOR ABSENCE

____ ACCIDENT

____ VACATION

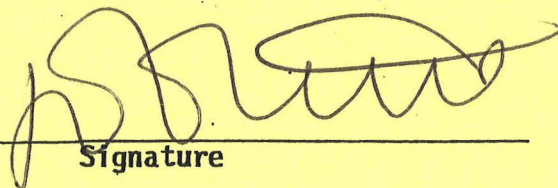
____ SICKNESS

X OTHER *

____ DEATH IN FAMILY

DATE OF MEETING ABSENCE 3/20/2018

* EXPLANATION OF ABSENCE Son was ill


Signature

* * * * *

Absence noted by City Council

Date

City of

Duarte

TO: CITY COUNCIL

FROM: COMMISSIONER Natalie Y. Ng

SUBJECT: NOTICE OF ABSENCE FROM TRAFFIC SAFETY COMMISSION MEETING

DATE: 04/03/2018

REASON FOR ABSENCE:

_____ ACCIDENT _____ VACATION _____ OTHER*

_____ X SICKNESS _____ DEATH IN FAMILY

DATE OF MEETING ABSENCE April 3, 2018

* EXPLANATION OF ABSENCE ILLNESS

SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE _____

Agenda Memo

City Manager's Office

To: Mayor Fasana and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 4/4/18
Re: **Approval of a Contract between the City of Duarte and the County of Los Angeles for Homeless Planning Grant Funds for the Cities of Duarte and Irwindale**

RECOMMENDATION: City staff is recommending that the City Council, by motion approve a contract with the County of Los Angeles in the amount of \$60,000 for Homeless Planning grant funds for the Cities of Duarte and Irwindale, authorize the City Manager to execute the contract, and approve a budget amendment to receive the grant and expend the funds in the amount of \$60,000.

BACKGROUND: On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of Duarte and Irwindale are both located in Los Angeles County's Service Planning Area Three (SPA 3) and part of the Fifth and First Supervisorial Districts. The Cities will be partnering for the homelessness plan efforts. Like many of the neighboring San Gabriel Valley cities, homelessness is and continues to be a very complex issue for both Duarte and Irwindale. Both Cities are determined to collectively do their part to prevent and combat homelessness in concert with surrounding communities in the San Gabriel Valley.

Duarte and Irwindale share a common border along the San Gabriel River, providing many recreational opportunities, but also creating a challenging situation to address the area's homelessness efforts. Locations in and along the river are often home to significant numbers of homeless individuals and families, including the river edges, local parks ie: Lario, Encanto, etc., businesses and industrial areas.

Homeless individuals making encampments in these locations create a number of public safety problems for the general community and themselves. Primarily, the San Gabriel River is prone to flooding during the winter, creating a very dangerous situation for homeless individuals near the river. River levels have been known to rise rapidly with little warning following inclement weather, and there is rarely enough time for emergency personnel to respond. Additionally, fires in and around the river at the base of the San Gabriel Mountains is also increasingly of concern.

The encampments also create a public safety problem for recreational users of the river area and local parks, including Encanto and Lario Parks and the San Gabriel River Trail. Users of these areas encounter homeless individuals and have voiced concerns about personal safety. Similarly, local businesses are reporting an increasing number of homeless individuals making encampments in and around their businesses. This situation creates a liability.

DISCUSSION: Our desire is to work together, spend grant dollars wisely, and develop complementary plans, while including results of participating cities' homeless plans. Irwindale and Duarte, based on the City's shared concerns with homeless, are the only two cities in the Valley to team up and work together.

The following goals/objectives have been established by the Duarte and Irwindale team for the process and development of a successful homeless plan:

- Engage community stakeholders and partners during and after the planning process
- Ensure homelessness strategies are consistent with other regional and county efforts through interfacing with the County's HI and the San Gabriel Valley Council of Governments (SGVCOG)
- Provide for the health and safety of residents, visitors, business owners and patrons, plus the homeless population at large
- Foster a positive business environment that attracts employers and customers and conveys a sense of general public safety
- Identify avenues for mental and physical health treatment, as well as supportive housing options
- Establish an on-going collaboration between the Cities of Duarte, Irwindale, Los Angeles County, surrounding San Gabriel cities and key service providers
- Ensure that a well-coordinated network of homeless based services exists between the City of Duarte, City of Irwindale, Los Angeles County, and key service providers to avoid redundancy
 - Provide meeting space for events related to this project;
 - Pay all invoices submitted by the SGVCOG; and
 - Submit invoices and deliverables to the County.

SCOPE OF WORK AND FEE STRUCTURE

There are two options related to the scope of work and fee structure, a base plan and supplemental plan. The base plan covers all County requirements, and specific regional interests. Key tasks in the base plan include the following:

- **Plan Development:** Develop a plan overview with city-specific objectives, develop an implementation plan, and identify 3 or more specific goals such as supporting actions to be taken and associated policy changes.
- **Funding Opportunities and Needs Assessment:** Conduct a gap analysis to inform local planning, and identify state, federal, local or private funds to support the plan.
- **Address "Fair Share" Metrics:** Facilitate communication between city staff and local groups/stakeholders to discuss "fair share" parameters and models to equitably connect a homeless individual to their city of origin.
- **Identify City Resources:** Identify city point person for homeless inquiries, identify ways to strengthen a city's connection to the Coordinated Entry System, and identify the potential for local development of shelters, affordable housing, or permanent supportive housing.

- **Provide Post Plan Support:** Develop a one-page summary for cities to utilize for subsequent grant applications, provide educational materials, such as presentations, for city councils and community groups/stakeholders, and participate in a post-planning SGVCOG Regional Summit.

The base plan fee structure will consist of a \$24,000 consultant fee, plus a \$1,500 SGVCOG administration fee, for a total of \$25,500.

In addition to the base plan, cities have the option to select from a menu of supplemental components to enrich and enhance their plans. A city may choose to add any number of add-on tasks, or none at all.

Irwindale and Duarte, who completed a joint application, only paid one \$24,000 basic plan fee and one administrative fee of \$1,500 for both cities. This left the entities more dollars for mutually agreed upon add-on services.

The total cost of the proposed add-ons is \$21,800, which includes support services and mental health training, assistance for the cities to identify best practices for their plan; creation of employment; riverbed and corridor transit strategies for homeless; conduct outreach meetings; and conduct a cost analysis of the impact of homelessness on core city services.

SCHEDULE: The project schedule showing key milestones is shown below in Table 1.

Table 1. Schedule of Key Milestones.

	Timeline	Date
Plan Development	Draft Plan completed and submitted to SGVCOG for Review	April 30, 2018
	Draft plan submitted to City with SGVCOG recommendations	May 15, 2018
	City submits draft plan to County	May 30, 2018
	Final Plan submitted to SGVCOG and City	June 15, 2018
	City submits final plan to County	June 30, 2018

FISCAL IMPACT: Duarte is the lead agency for the grant and will be receiving the entire grant amount of \$60,000 from Los Angeles County. The amount of the MOU is \$47,300 which includes the \$24,000 base consultant fee, \$1,500 SGVCOG administrative fee and \$21,800 for Consultant add-ons. Since Duarte will be receiving the funds and not Irwindale, a separate MOU document has been developed between Duarte and Irwindale to facilitate any reimbursement of grant dollars between the two agencies, which is presented under a separate item.

ATTACHMENT: Contract between the County of Los Angeles and the City of Duarte



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF DUARTE
FOR
HOMELESS SERVICES - CITY PLANNING GRANTS

CONTRACT NUMBER: AO-18-

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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Form(s) Required at the Time of Contract Execution
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF DUARTE
FOR
HOMELESS SERVICES – CITY PLANNING GRANTS**

This Contract is entered into this _____ day of _____, 2018, by and between the County of Los Angeles (hereafter "County") and **City of Duarte** (hereafter referred to as "Contractor"), to provide County with homeless services.

RECITALS

WHEREAS, on February 9, 2016, the County Board of Supervisors delegated authority to the Chief Executive Officer, subject to review and approval of County Counsel, to: a) prepare and execute agreements and any subsequent amendments, up to \$250,000, to implement the recommended homeless strategies; and b) execute, as needed, any non-financial amendments or financial amendments which increase or decrease the total contract amount by not more than 10 percent; and

WHEREAS, on June 13, 2017, the County Board of Supervisors allocated a total of \$2 million from existing Homeless Initiative Provisional Financing Uses (PFU) to be used for regional coordination services at the council of governments level and homeless planning grants for cities ("City Planning Grants") in the Los Angeles Continuum of Care; and

WHEREAS, on October 17, 2017, the County Board of Supervisors allocated an additional \$575,000 to ensure adequate funding for all City Planning Grant proposals; and

WHEREAS, the Chief Executive Office has reviewed Contractor's proposal and approved providing **\$60,000** to Contractor for homeless services; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Forms Required at the Time of Contract Execution
- 1.7 Exhibit G - Jury Service Ordinance
- 1.8 Exhibit H - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any

provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1.1 **City Planning Grants:** One-time funding allocated by the County Board of Supervisors from existing Homeless Initiative Provisional Financing Uses (PFU) funds to support proposals that will result in a plan to prevent and combat homelessness for each city which receives a grant. To administer the grants, the Chief Executive Office partnered with the United Way Home for Good Funders Collaborative.
- 2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.4 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which collaborates on solutions to end homelessness in Los Angeles County.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one (1) year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Maximum Amount of this Contract shall be the amount set forth in Exhibit B – Pricing Schedule, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

- 5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder.

The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative Unit
Los Angeles County Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

- 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved

by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that

such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Notwithstanding Section 8.1.1 above, Assignment and Delegation

- 8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

- 8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Complaint Procedures
- 8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel,

and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Intentionally Omitted

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications

for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged

in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in 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 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not

corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract Signature page, Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term

“subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Mutual Indemnification

Contractor shall indemnify, defend and hold harmless County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless Contractor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County,

upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each

subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

- 8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to

provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief

Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same

goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

- 8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit

the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, by either party. Termination of work hereunder shall be effected by notice of termination by either party to the other party specifying the extent to which performance of work is terminated and the date upon which such termination

becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and

services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed

under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
 - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

- 8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

- 8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

- 8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor 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 Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

- 8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate

this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
SACHI A. HAMAI
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
KATHERINE M. BOWSER
Principal Deputy County Counsel

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

-

Tax Identification No.

STATEMENT OF WORK

City of Duarte
Multi-Jurisdictional Planning Grant for Homelessness Plan

Section I. Overview

On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of Duarte (City), has a population of approximately 22,000 and is located in Los Angeles County's Service Planning Area Three (SPA 3) and part of the Fifth Supervisorial District. The City will be partnering with the City of Irwindale for the homelessness plan efforts. The City of Irwindale has a population of 1,431. Irwindale is also located in SPA 3 and is situated in the First Supervisorial District. Like many of the neighboring San Gabriel Valley cities, homelessness is and continues to be a very complex issue for both Duarte and Irwindale. Both Cities are determined to collectively do their part to prevent and combat homelessness in concert with surrounding communities in the San Gabriel Valley.

Duarte and Irwindale share a common border along the San Gabriel River, providing many recreational opportunities, but also creating a challenging situation to address the area's homelessness efforts. Locations in and along the river are often home to significant numbers of homeless individuals and families, including the river edges, local parks ie: Lario, Encanto, etc., businesses and industrial areas.

Homeless individuals making encampments in these locations create a number of public safety problems for the general community and themselves. Primarily, the San Gabriel River is prone to flooding during the winter, creating a very dangerous situation for homeless individuals near the river. River levels have been known to rise rapidly with little warning following inclement weather, and there is rarely enough time for emergency personnel to respond. Additionally, fires in and around the river at the base of the San Gabriel Mountains is also increasingly of concern.

The encampments also create a public safety problem for recreational users of the river area and local parks, including Encanto and Lario Parks and the San Gabriel River Trail. Users of these areas encounter homeless individuals and have voiced concerns about personal safety.

Similarly, local businesses are reporting an increasing number of homeless individuals making encampments in and around their businesses. This situation creates a liability

STATEMENT OF WORK

issue for local businesses, as well as causes customers to reconsider patronizing establishments in those affected areas.

Section II. Objective

The following goals/objectives have been established by the Duarte and Irwindale for the process and development of a successful homeless plan:

- Engage community stakeholders and partners during and after the planning process
- Ensure homelessness strategies are consistent with other regional and county efforts through interfacing with the County's HI and the San Gabriel Valley Council of Governments (SGVCOG)
- Provide for the health and safety of residents, visitors, business owners and patrons plus the homeless population at large
- Foster a positive business environment that attracts employers and customers and conveys a sense of general public safety
- Identify avenues for mental and physical health treatment, as well as supportive housing options
- Establish an on-going collaboration between the Cities of Duarte, Irwindale, County, surrounding San Gabriel cities and key service providers
- Ensure that a well-coordinated network of homeless based services exists between the City of Duarte, City of Irwindale, County and key service providers to avoid redundancy

Section III. Tasks/Deliverables**Task I: Coordinate with Recommended Partners for the Development of the City's Homelessness Plan**

The City shall engage in diverse community partnerships to develop a comprehensive plan to prevent and combat homelessness. Recommended vital stakeholders are listed below (but are not limited to):

Planned Partners for City Homelessness Planning Efforts

City Departments (Duarte and Irwindale)	☐ City Manager ☐ Community Development
--	---

STATEMENT OF WORK

	☐ Public Works ☐ Public Safety
City Commission(s)	Duarte Public Safety
Other cities	Irwindale
Council of Governments	San Gabriel Valley Council of Governments
Coordinated Entry System Lead Homeless Service Provider(s)	Union Station of Pasadena Hathaway Sycamores Child and Family Services Volunteers of America
Business sector and corporate partners (i.e. Chamber of Commerce)	Duarte and Irwindale Chambers of Commerce
Faith-based organizations (i.e. churches, temples, synagogues)	Duarte Church and Clergy Association
Healthcare Sector (i.e. Hospitals and clinics)	LA County Dept. of Health Services Monrovia Health Center 330 W. Maple Avenue Monrovia, CA 91016
Educational Sector (i.e. Schools, Universities and Districts)	Covina Valley Unified School District Duarte Unified School District

Deliverable 1: Partnership Report

The City shall provide a final report describing the completion of Task 1, Coordination with Community Partners. A final report will be due to the County within 30 days of contract execution.

Task 2: Development of Homelessness Plan

The City shall use the Statement of Work Exhibit A-1, City Homelessness Plan Template to develop the Homelessness Plan with its community partners.

Deliverable 2: Homelessness Plan Completion

The City shall provide a final Homelessness Plan as the deliverable for Task 2.

Deliverable Report Schedule

<u>Deliverable</u>	<u>Due Date</u>
Partnership Report	Within 30 days of contract execution
Draft Homelessness Plan (Draft)	Upon completion of Task 2
Homelessness Plan (Final)	No later than June 30, 2018

STATEMENT OF WORK

The Partnership Report and Homelessness Plan (draft and final) shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address:

Ashlee Oh, Principal Analyst
aoh@ceo.lacounty.gov

EXHIBIT B**PRICING SCHEDULE**

Total budget for project is \$60,000 due to the multijurisdictional effort between Duarte and the City of Irwindale. The funds shall be paid to the City of Duarte. The first half of the total budget is to be paid by the County of Los Angeles upon the completion of Deliverable 1, Partnership Report. The remaining balance to be paid by the County upon deliverable of the City Homelessness Plan.

CITY PLANNING GRANT BUDGET	
<i>CITY ADMINISTRATIVE COSTS</i>	
	\$8,500
<i>CONSULTANT COSTS</i>	
	\$45,800
<i>COUNCIL OF GOVERNMENT ADMINISTRATIVE COSTS</i>	
MEETING EXPENSES	\$1,500
<i>MISCELLANEOUS SUPPORT COSTS</i>	
MEETING EXPENSES	\$4,200
PROGRAM BUDGET TOTAL	\$60,000

CITY PLAN TO PREVENT AND COMBAT HOMELESSNESS TEMPLATE

Planning Context

As Measure H resources are deployed to combat and prevent homelessness throughout Los Angeles County, each City in the County can broaden the collective impact and accelerate change by undertaking a locally specific City Plan to Combat Homelessness. This Plan template is intended to assist your City in undertaking a comprehensive assessment of homelessness in your local jurisdiction, assessing the resources currently available to address the challenge, identifying opportunities for City and County collaboration and marshalling a plan to collaborate in the implementation of identified strategies.

1. City and Plan Information

Name of City	Period of Time Covered by Plan	Date of Plan Adoption

2. Why is the City working to develop and implement a homelessness plan?

Briefly describe the City's interest in developing a City Homelessness Plan. Responses may address, but need not be limited to, the following:

- a. Reducing the extent and scope of homelessness within the City's jurisdiction
- b. Aligning City resources with County investments
- c. Improving coordination and effectiveness of the City's homeless housing and service delivery system within the broader County and Coordinated Entry Systems.
- d. Reducing City costs that don't contribute to combating homelessness, e.g. law enforcement, sanitation, and ambulance costs
- e. Improving quality of life for all residents, including persons who may be experiencing a housing crisis
- f. Creating more housing & services for the City's homeless residents
- g. Promoting more livable cities for current residents and future generations

3. Describe your City's planning process

What were the key steps your City took to develop its plan? What partners and stakeholders (e.g., community members, experts) were engaged in the process?

4. What are the goals of the City's plan and related actions? Review the example below, then respond to the prompts for your own City goals. Add sections for additional goals if needed.

EXAMPLE

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

Example: Increase access to and use of PHA Section 8 Vouchers for homeless individuals and families. (Tied to Strategies B4 and B8)

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

Example:

- *Commit 50% of all PHA Section 8 turnover vouchers to individuals or families who are chronically homeless.*
- *Access Measure H funding under Strategy B4 to encourage landlords to rent to homeless tenants in need of permanent supportive housing.*

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

Example:

- *Change PHA administrative plan to accommodate prioritization of homeless individuals and families in need of permanent supportive housing.*
- *Enter into agreement with HACoLA enabling City PHA to participate in the Homeless Incentive Program.*

- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

Example:

- *Prioritization of homeless individuals and families in need of PSH for PHA vouchers increases the chances of placing them in permanent housing.*
- *Incentive program increases chances of voucher-holders signing leases and accessing permanent housing.*

- c. Describe the intended process for enacting the policy change.

Example for Policy Change #1:

- *Draft revised administrative plan language*
- *Gather input*
- *Present to Housing Authority Board of Commissioners for Approval*
- *Roll out*

- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

Example:

- *Number of homeless individuals granted vouchers for permanent supportive housing*
- *Number of homeless individuals with vouchers that were housed in permanent supportive housing*
- *Number of homeless individual who retained permanent supportive housing after 12 months*
- *Data sources: PHA data system, HMIS, etc.*

Measurement will occur on a quarterly basis.

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

Example:

- *Section 8 Coordinator, City Public Housing Agency.*
 - *Roles: facilitating stakeholder outreach; drafting recommendations; drafting plan; working with City Council to refine; etc.*

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

Example:

- *City PHA staff time 0.25 FTE*
- *Promotion of Homeless Incentive Program at City events*

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #1**1. Goal**

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

c. Describe the intended process for enacting the policy change.

d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #2

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #3

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

c. Describe the intended process for enacting the policy change.

d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

[Add additional goals and respond to above questions as needed.]

5. Identify City employees or other staff who will lead implementation of the plan.

Table 1: Primary Contact for Plan Implementation

Name & Position	Address & Email	Phone	% of Time

6. Describe the City's participation or plans to participate in any new or ongoing collaborative efforts, within the City and/or with other cities and/or in the Service Planning Area.

Collaboration can occur between City departments, with non-governmental City partners, and with other cities or regional entities throughout LA County. The City may also participate in broad-based regional planning efforts designed to enhance overall coordination. Describe how the City intends to support or provide leadership in such collaborative processes. Include discussion of planned

participation in local coalitions, Service Planning Area coordination, and any other groups or collaborative structures.

Example: City elected official is a member the Council of Governments Homeless Committee. City staff participate in SPA-wide coalition meetings. City will coordinate with neighboring jurisdictions to address broader concerns.

7. Review specific County Homeless Initiative Strategies from the table below and consider how the City could collaborate and align planning efforts to achieve mutual goals.

For each of the County Homeless Initiative Strategies listed in the table below, identify whether the City plans to participate in the Strategy's implementation and/or if the City is currently participating in the Strategy's implementation. If the City is already participating in the implementation of any of the Strategies, please attach an explanation.

Table 2: City Planning Activities tied to County Homeless Initiative Strategies

	Plan to participate	Currently participating	County Homeless Initiative Strategies
A – Prevent Homelessness	☐	☐	A1. Homeless Prevention for families
	☐	☐	A5. Homeless Prevention for Individuals
B – Subsidize Housing	☐	☐	B3. Partner with Cities to Expand Rapid Rehousing
	☐	☐	B4. Facilitate Utilization of Federal Housing Subsidies
	☐	☐	B6. Family Reunification Housing Subsidies
	☐	☐	B7. Interim/Bridge Housing for those Exiting Institutions
	☐	☐	B8. Housing Choice Vouchers for Permanent Supportive Housing
C – Increase Income	☐	☐	C1. Enhance the CalWORKs Subsidized Employment Program for Homeless Families
	☐	☐	C2. Increase Employment for Homeless Adults by Supporting Social Enterprise
	☐	☐	C4/5/6. Countywide Supplemental Security/Social Security Disability Income and Veterans Benefits Advocacy
	☐	☐	C7. Subsidize Employment for Homeless Adults
	Plan to participate	Currently participating	County Homeless Initiative Strategies
D – Provide Case Management & Services	☐	☐	D2. Jail In-Reach
	☐	☐	D5. Support for Homeless Case Managers
	☐	☐	D6. Criminal Record Clearing Project
	☐	☐	D7. Provide Services for Permanent Supportive Housing

E – Create a Coordinated System	☐	☐	E4. First Responders Training
	☐	☐	E5. Decriminalization Policy
	☐	☐	E6. Expand Countywide Outreach System
	☐	☐	E7. Strengthen the Coordinated Entry System (CES)
	☐	☐	E8. Enhance the Emergency Shelter System
	☐	☐	E10. Regional Coordination of Los Angeles County Housing Agencies
	☐	☐	E14. Enhance Services for Transition Age Youth
F – Increase Affordable/ Homeless Housing	☐	☐	F1. Promote Regional SB2 Compliance and Implementation
	☐	☐	F2. Linkage Fee Nexus Study
	☐	☐	F4. Development of Second Dwelling Units Program
	☐	☐	F5. Incentive Zoning/Value Capture Strategies
	☐	☐	F6. Using Public Land for Homeless Housing
	☐	☐	F7. Preserve and Promote the Development of Affordable Housing for Homeless Families and Individuals
	☐	☐	F7. Housing Innovation Fund (One-time)

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:Name: Jerry RamirezTitle: Manager, CEOAddress: 500 West Temple Street, Room 493LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:Name: Ashlee OhTitle: Principal AnalystAddress: 500 West Temple Street, Room 493Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

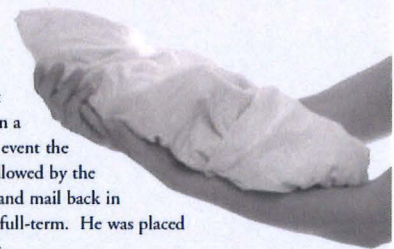
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

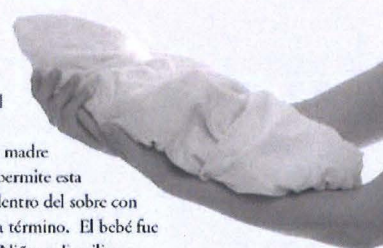
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Agenda Memo

City Manager's Office

To: Mayor Fasana and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 4/3/18
Re: **Approval of Memorandum of Understanding (MOU) with the San Gabriel Valley Council of Governments (SGVCOG) for Homeless Planning Consulting Services in the City of Duarte**

RECOMMENDATION: City staff is recommending that the City Council, by motion approve a Memorandum of Understanding (MOU) with the San Gabriel Valley Council of Governments (SGVCOG) in the amount of \$47,300 for Homeless Planning Consulting Services performed by LeSar Consulting in the Cities of Duarte and Irwindale, and authorize the City Manager to execute.

BACKGROUND: On July 28, 2017, the Home for Good Funder's Collaborative released a Request for Proposals (RFP) for municipal jurisdictions within the Greater Los Angeles Continuum of Care that were interested in creating a plan to address homelessness. Eligible cities that submitted grant proposals were conditionally awarded grant funding. The award amounts were tied to cities' 2017-Point-In-Time Homeless Count numbers. Twenty-three proposals from the SGV were submitted and conditionally awarded funding, for a combined total of \$890,000. These funds allow cities to develop homeless plans that will do the following:

- Identify specific local needs,
- Support homeless prevention strategies within their communities, and
- Identify local problem areas or issues as it pertains to homelessness.

All plans must be finalized by June 30, 2018. Based on encouragement from the SGVCOG, the cities of Duarte and Irwindale submitted a joint proposal and were awarded \$60,000.

DISCUSSION: Due to the desire to work together, spend grant dollars wisely and develop complementary plans, the bulk of San Gabriel Valley Cities decided to join forces and undertake a joint procurement effort, managed by the SGVCOG to secure consultants to assist with the development of participating cities' homeless plans. Thus, on November 14th, the SGVCOG held a pre-orientation meeting for grantee cities.

For cities interested in participating in a joint procurement such as Irwindale and Duarte, a Memorandum of Understanding (MOU) that identifies roles, responsibilities, scope of work, and fee structure was developed for review and consideration by the cities.

ROLES AND RESPONSIBILITIES OUTLINED IN MOU

The MOU (Attachment A) identifies the following roles and responsibilities for the SGVCOG and the City which are listed below. Note: Duarte is identified as the lead agency in the original County grant application, thus the MOU is between the City of Duarte and the SGVCOG solely.

- **SGVCOG:**
 - Undertake procurement and management of consultant(s);
 - Execute contract between the consultant for the development of the plan;
 - Receive, review and pay all consultant invoices.
 - Work with the consultant to ensure all grant deadlines are met and overall work schedule is adhered to;
 - Review draft deliverables prepared by the consultant for accuracy prior to submission to the city;
 - Work with the consultant to manage ongoing coordination of project calls and in person meetings; and
 - Submit invoices to city.
- **CITY:**
 - Participate in coordination calls and meetings;
 - Provide a point-of-contact;
 - Actively engage in the development of the Homeless Plan;
 - Review, provide comments on and approve deliverables;
 - Provide meeting space for events related to this project;
 - Pay all invoices submitted by the SGVCOG; and
 - Submit invoices and deliverables to the County.

SCOPE OF WORK AND FEE STRUCTURE

There are two options related to the scope of work and fee structure, a base plan and supplemental plan. The base plan covers all County requirements, and specific regional interests. Key tasks in the base plan include the following:

- **Plan Development:** Develop a plan overview with city-specific objectives, develop an implementation plan, and identify 3 or more specific goals such as supporting actions to be taken and associated policy changes.
- **Funding Opportunities and Needs Assessment:** Conduct a gap analysis to inform local planning, and identify state, federal, local or private funds to support the plan.
- **Address “Fair Share” Metrics:** Facilitate communication between city staff and local groups/stakeholders to discuss “fair share” parameters and models to equitably connect a homeless individual to their city of origin.
- **Identify City Resources:** Identify city point person for homeless inquiries, identify ways to strengthen a city’s connection to the Coordinated Entry System, and identify the potential for local development of shelters, affordable housing, or permanent supportive housing.

- **Provide Post Plan Support:** Develop a one-page summary for cities to utilize for subsequent grant applications, provide educational materials, such as presentations, for city councils and community groups/stakeholders, and participate in a post-planning SGVCOG Regional Summit.

The base plan fee structure will consist of a \$24,000 consultant fee, plus a \$1,500 SGVCOG administration fee, for a total of \$25,500.

In addition to the base plan, cities have the option to select from a menu of supplemental components to enrich and enhance their plans. A city may choose to add any number of add-on tasks, or none at all.

Irwindale and Duarte, who completed a joint application, only paid one \$24,000 basic plan fee and one administrative fee of \$1,500 for both cities. This left the entities more dollars for mutually agreed upon add-on services.

The total cost of the add-ons is \$21,800, which includes support services and mental health training, assistance for the cities to identify best practices for their plan; creation of employment; riverbed and corridor transit strategies for homeless; conduct of outreach meetings; and conduct of a cost analysis of the impact of homelessness on core city services.

SCHEDULE: The project schedule showing key milestones is shown below in Table 1.

Table 1. Schedule of Key Milestones.

	Timeline	Date
Plan Development	Draft Plan completed and submitted to SGVCOG for Review	April 30, 2018
	Draft plan submitted to City with SGVCOG recommendations	May 15, 2018
	City submits draft plan to County	May 30, 2018
	Final Plan submitted to SGVCOG and City	June 15, 2018
	City submits final plan to County	June 30, 2018

FISCAL IMPACT: Duarte is the lead agency for the grant and will be receiving the entire grant amount of \$60,000 from Los Angeles County. The amount of the MOU is \$47,300 which includes the \$24,000 base consultant fee, \$1,500 SGVCOG administrative fee and \$21,800 for Consultant add-ons. Since Duarte will be receiving the funds and not Irwindale, a separate contract document has been developed between Duarte and Irwindale to facilitate any reimbursement of grant dollars between the two agencies (under a separate Agenda item).

ATTACHMENT: MOU between SGVCOG and the City of Duarte

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF DUARTE
FOR CITY HOMELESS PLAN**

This Memorandum of Understanding (“MOU” or “Agreement”) is made as of _____ by and between the City of Duarte, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to develop a plan to address homelessness (“Homeless Plan”).
- C. The Homeless Plan will support homeless prevention strategies within the cities of Duarte and Irwindale, and identify local problem areas or issues as they pertain to homelessness.
- D. City and SGVCOG have a shared desire to successfully develop a Homeless Plan to combat the growing homelessness issues in the San Gabriel Valley.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOU shall commence upon execution of the MOU by the Parties and shall continue through the completion of all work contemplated under this MOU, or September 30, 2018, whichever comes first. The term of this MOU may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG. SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to help City to develop a joint Homeless Plan for Duarte and Irwindale.

2. Execute a contract with the consultant for the development of the Homeless Plan.
3. Manage all invoicing and billing.
4. Review draft deliverables prepared by the consultant for accuracy prior to submission to the City.
5. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
6. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Homeless Plan.
7. Review and provide comments on draft communications and documents related to MOU products.
8. Submit two invoices to the City, a total of \$47,300 (\$24,000 Consultant Fee + \$21,800 Add-on fee + \$1,500 Admin Fee), as follows:
 - The first invoice will be for fifty percent (50%) of the total paid to the consultant (\$22,900) for development of the Homeless Plan and an administrative fee of \$1,500, for a total of \$24,400.
 - The second and final invoice for the remaining amount will be submitted by June 30, 2018, for a total of \$22,900.

B. City. City will:

1. Act as the lead agency for the cities of Duarte and Irwindale.
2. Participate in coordination calls and meetings with all parties and consultant throughout the development of a joint Homeless Plan for the cities of Duarte and Irwindale.
3. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of- contact must be designated within five (5) business days.
4. Actively engage in the development of the Homeless Plan including, but not limited to, promptly responding to all correspondence (i.e., to phone calls and emails) and attending meetings.
5. Review and provide comments to consultant on deliverables as identified in the Scope of Work from the Request for Proposal for City Homeless Planning, attached hereto as Exhibit "A" and incorporated herein by this reference.
6. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all parties.

7. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
 8. Provide meeting space for events related to this MOU and other events related to the development of the Homeless Plan at no cost.
 9. Pay all invoices submitted by the SGVCOG within (30) days.
- C. The Parties agree to not seek any reimbursement for the performance of their respective obligations pursuant to this MOU, except as set forth herein.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For purposes of this MOU, the SGVCOG designates the following individual as its Project Manager: Jan Cicco, SGVCOG Regional Homelessness Coordinator.
2. For purposes of this MOU, the City designates the following individual as its Project Manager: Karen Herrera, Deputy City Manager.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOU is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOU; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or to make sufficient progress toward Homeless Plan completion.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOU. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of Default by either Party, the non-defaulting party shall have the right to seek any and all remedies available at law or in equity.

V. TERMINATION:

- A. This MOU may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If City terminates this MOU prior to the completion of the Homeless Plan, SGVCOG will invoice City for any costs incurred that exceed the amount initially

included in the initial invoice. Total billable cost shall not exceed the total project budget.

VI. INDEMNIFICATION:

City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.

SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VII. INSURANCE:

City and SGVCOG shall maintain and keep in full force and effect during the term of this MOU insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VIII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Jan Cicco
SGVCOG Regional Homelessness Coordinator
1000 S. Fremont Ave, Unit 42
Bldg. A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
jcicco@sgvcog.org

with a copy to: Marisa Creter
Interim Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Ave, Unit 42
Bldg. A-10N, Suite 10-210
Alhambra, CA 91803
mcreter@sgvcog.org

To City: Karen Herrera
Deputy City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010
626-357-7931 x 221
herrerakaren@accessduarte.com

with a copy to: David B. Cosgrove
City Attorney
City of Duarte
Rutan and Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
dcosgrove@rutan.com

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or

covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- L. Authority to Execute. The person executing this Agreement on behalf of the Parties warrants that he or she is duly authorized to execute this Agreement on behalf of the Party on whose behalf the signature appears, and that by doing so such Party is formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

For the City:

Signed: _____
Darrell George, City Manager

Date: _____

For the San Gabriel Valley Council of Governments:

Signed: _____
Marisa Creter, Interim Executive Director

Date: _____

ATTEST:

Marisa Creter, Secretary

APPROVED AS TO FORM:

Richard D. Jones, General Counsel

EXHIBIT A
REQUEST FOR PROPOSAL SCOPE OF WORK
FOR CITY HOMELESS PLANNING

SGVCOG Request for Proposal Scope of Work for City Homeless Planning

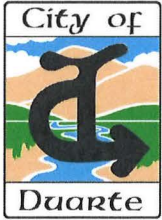
Scope of Work

The SGVCOG expects ongoing and open communications between designated SGVCOG representatives and the consultant over the course of each phase. All products and recommendations must comply with applicable State and Federal laws.

Proposals must describe how the proposer will work with each city to develop a Homelessness Plan that includes the following elements:

1. Overview of each participating city, the jurisdictional environment, and status of homelessness
2. Objectives to be accomplished
3. Stakeholder engagement efforts
4. Partnership reports, that includes key stakeholder engagement efforts
5. Needs assessment at regional, subregional and city levels
6. Subpopulations at the city level
7. A "fair share" model, identifying demonstrable ties of homeless persons to a city. This will help determine each city's homeless population and the cities' roles in local, regional, sub-regional homeless assistance. Developing a uniform agreed upon concept of each city's homeless population for prioritization while also supporting the Countywide effort

The consultant will provide a work schedule for each city and a combined schedule for sub-regional/regional effort. The consultant will coordinate schedule changes and plan communications with the SGVCOG. The consultant will also provide a customized draft Homeless Plan which will be submitted to the SGVCOG for review and recommendation to each city; cities will then provide internal approvals/submission and then submit final work product to the County on or before the final due date. Additionally, the consultant is required to provide Post Plan Submission support to the cities to help address questions and educate about the plan to city council. Coordination of a Post Plan Regional Summit with the SGVCOG is also required.



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, DUARTE PARKS AND RECREATION DIRECTOR ON BEHALF OF THE DUARTE PARKS AND RECREATION COMMISSION

SUBJECT: RECOMMENDATION TO APPROVE DUARTE EDUCATION FOUNDATION REQUEST FOR A NAMING PLAQUE TO BE LOCATED ON THE DUARTE RECREATION BIKE TRAIL

DATE: APRIL 10, 2018

Recommendation

At the March 12, 2018 meeting of the Duarte Parks and Recreation Commission, Commissioners were presented with a Park and Facility Naming Application form submitted by the Duarte Education Foundation and the Ed and Helen Ferguson Foundation as submitted by Foundation Board Member Lupe Valerio. The application requests that a plaque be allowed to be installed next to the recently installed Dero Bike Repair Station located at the start of the Duarte Recreation Bike Trail, at the corner of Royal Oaks Drive and Vineyard Ave. A boulder is located next to the repair station and staff has determined that it is suitable for the installation of an 8" x 10" plaque and meets the City of Duarte Park and Facility Naming and Renaming Policy criteria specific to the addition to and construction of donated objects to City-owned land, buildings, trees and facilities including park benches, tables and related objects. The plaque will honor long time Duarte residents and philanthropists Ed and Helen Ferguson and their active support to encourage bicycle recreation and commuting.

The application petitions that the City cover the cost for the plaque, however that is now rescinded as the Duarte Education Foundation will be donating \$1,500 to be used toward the combined cost of the repair station and plaque, providing the City with a substantial cost savings.

Parks and Recreation Commissioner Barbie Bylsma-Houghton made a motion to accept the application with an amendment removing the request for the City to finance the plaque as it will be paid for with a donation, and recommended that the Duarte City Council approve the request. The motion was seconded by Commissioner Elisabeth Dugan and the motion carried unanimously.

Discussion

Adding a naming or honoring plaque to the exterior of a facility requires an interested party to use the City's Park and Facility Naming Policy application and approval process. After the Commission recommendation for approval is submitted to the Council, the Council can choose to approve or reject the recommendation and as this is not changing the name of a facility or naming a new facility, a formal City resolution is not needed.

Attachments

- City of Duarte Application for Facility Naming or Renaming Consideration Application Form
- Plaque text



City of Duarte Application for Facility Naming or Renaming Consideration

Please complete this form to the best of your ability. The associated appropriate city commission may ask you to make a presentation as part of the consideration process.

1. Submitting Organization's or Individual's Name:

Duarte Education Foundation and the Ed and Helen Ferguson Foundation

2. Contact Name: Margaret Finlay

Phone Number: (626)359-0416

Street Address: P.O. Box 497, Duarte, CA 91009-0497

Email Address: margaretfinlay@gmail.com

3. Proposed name or renaming of land, building, tree, or facility or list object to be added such as park benches, trees, tables and related objects:

A plaque to be added on a large bolder near the donation of a bicycle repair station.

4. If a person, are they deceased? Yes _____ (How many years? _____) No X

5. Facility Address: (If a tree, bench, table or related object, please provide a map, drawing or photograph to identify the location.)

Plaque will be placed on large bolder on east end of the Multipurpose Trail. Corner of Vineyard & Royal Oaks

6. There may be a cost involved in naming a facility. Items including plaques will need to meet previously established City standards and will be subject to approval. Do you have the funds for such a purpose or would you be petitioning to cover the costs? Please explain:

We are graciously petitioning that the City of Duarte cover the cost of the plaque.

7. Reading the criteria listed; please list how the proposed name meets the criteria:

The plaque will represent a donation and will include a non-historic name belonging to individuals who have donated and supported many efforts within the city.

8. If naming after a person, for historical reference, please include with this application documentation (news clippings, photographs, etc.) that illustrate the contributions this individual(s) has made to the City of Duarte. Please also include any petitions and/or letters of support from community members.

By signing below, the applicant agrees to abide by the City of Duarte Park and Facility Naming and Re-Naming Policies:


Signature of Applicant or Donor

Ed Foundation Board Member

3/12/2018

Date

Please attach additional information if more space is needed for any of the above questions.

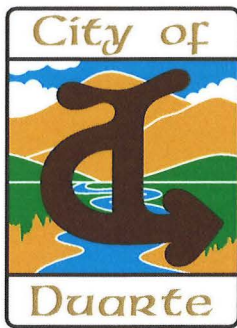
Neither the submittal of an application nor any recommendation by a city commission to the City Council constitutes a representation, warranty, or guaranty by the City that any application shall be approved by the City Council or if approved shall not include conditions that must be satisfied for the approval to be effective.

THIS BICYCLE REPAIR STATION WAS DONATED BY:

Ed and Helen Ferguson,
and the Duarte Education Foundation

TO SUPPORT AND ENCOURAGE BICYCLE RECREATION AND COMMUTING

Nothing compares to the simple pleasure of a bike ride. - John F. Kennedy



City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

To: The Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety Services

Subject: Adoption of Resolution No. 18-07 to establish a policy regarding the collection and storage of unattended personal property

Date: April 3, 2018

Background:

Like many cities, Duarte faces an escalating issue in the presence of, and pressures created by, an increasing homeless population. The law in the area of homeless ejection and prosecution is unsettled, and management of homeless populations has become a major area of challenge for local governments throughout California.

As such, the issue of collecting unattended property has been viewed by the courts as being under the purview of the Fourth Amendment (unlawful seizures) and Fourteenth Amendment (deprive any person of life, liberty, or property, without due process of law).

The Ninth Circuit recently held that the Fourth and Fourteenth Amendment rights of nine homeless people living in Los Angeles were violated by City employees who seized and immediately destroyed their briefly unattended personal possessions (*Lavan v. City of Los Angeles*, 693 F.3d 1022 (9th Cir. 2012).) Under *Lavan*, if a city believes that property left in a public place is merely unattended, steps should be taken prior to any seizure and before any destruction. Specifically, due process requires a city to give individuals reasonable notice and an opportunity to be heard before the city deprives them of their property.

Summary:

A review of the Duarte Municipal Code and existing City policies indicates that there are no current regulations dealing with the removal of stored property or personal belongings in the City. As such, the policy as set forth before you for adoption complies with existing case law and seeks to balance the rights of members of the public to use public areas for their intended purposes and the homeless population need to access essential property for their personal use and well-being.

Fiscal Impact:

None.

Recommended Action:

Staff recommends the Mayor and City Council adopt Resolution No. 18-07 establishing a policy regarding the collection and storage of unattended personal property.

Attachment:

Council Bill 18-R-07.

Named "Most Business Friendly City 2012" by LAEDC

 = Brand of the original Andres Duarte Rancho

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUARTE APPROVING A POLICY REGARDING THE COLLECTION
AND STORAGE OF UNATTENDED PERSONAL PROPERTY**

WHEREAS, the City of Duarte has recently devoted substantial analysis and effort to addressing issues raised by increasing social and public safety challenges presented by escalating numbers of homeless persons, both within the City of Duarte and in its surrounding regions; and

WHEREAS, the City has undertaken a series of workshops, both in its own right and with surrounding communities, to discuss issues of homelessness, identify and begin coordinating with homeless service groups and providers, and identify legal and social service options for meeting these challenges, including workshops conducted on March 15th and March 27th, 2018; and

WHEREAS, the City of Duarte has partnered with the City of Irwindale under a Memorandum of Understanding for homelessness planning under the auspices of the San Gabriel Valley Council of Governments Grant Program, under which Duarte and Irwindale anticipate preparing, approving, and submitting to SGVCOG a comprehensive plan for addressing homeless issues both locally and contributing to homelessness solutions regionally; and

WHEREAS, the City understands that addressing homelessness issues is a task that will require comprehensive strategies across a number of disciplines, and that implementation of prompt solutions, even those ahead of the preparation of the comprehensive planning effort now underway, will assist the City and its residents in addressing practical problems created by homelessness, and alleviate difficulties experienced by the vulnerable homeless population; and

WHEREAS, the City Attorney's Office, in conjunction with the Public Safety Department, has reviewed applicable law and current best practices with respect to the identification, collection, removal, and storage of apparently unattended personal property items, which frequently becomes a secondary effect of homelessness as homeless individuals move about and otherwise attempt to live their lives; and

WHEREAS, the City has deemed it to be in its own best interest, the interest of its residents, and particularly the interests of homeless individuals to have a defined, predictable, and easily administrable policy regarding the identification, collection, and removal of apparently unattended personal property items in public places.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Duarte as follows:

Section 1. The City hereby adopts and approves the "City of Duarte Policy Regarding Unattended Personal Property" attached hereto as Exhibit A, in an attempt to balance the elimination of potential public health or safety hazards with the needs of the City's homeless population to maintain and access essential personal property for personal use and well-being.

Section 2. This Policy not presently contemplated to be incorporated in the City's municipal code by ordinance, but rather is intended to serve as an administrative policy guiding the City of Duarte's activities, including coordinating with the Los Angeles County Sherriff's Department, in connection with the identification, collection, removal, and storage of unattended personal property

Section 3. This Policy may be amended, expanded, withdrawn, or otherwise modified by subsequent resolution of the City Council.

Section 4. This Resolution, and the Policy attached hereto as Exhibit A, shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2018.

Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-07 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of April, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

CITY OF DUARTE
POLICY REGARDING UNATTENDED PERSONAL PROPERTY

Statement of Purpose

The City of Duarte ("City") recognizes the need to balance the rights of residents to access clean and sanitary public areas, consistent with the intended uses for those public areas, against the needs of those individuals who have limited alternatives for the storage of their personal property. On the one hand, the unauthorized use of public areas for the storage of unlimited amounts of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects those who use public areas. On the other hand, the City's vulnerable homeless population needs access to a manageable amount of essential property for their personal use and well-being. This policy ("Policy") attempts to balance the needs of all of the City's residents.

Personal Property Definition

For the purpose of this Policy, "personal property" is defined as follows: any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, carts, hammocks, household items, luggage, backpacks, clothing, documents, authorized prescription or legal over-the-counter medication, and the like.

Stored Personal Property Exclusions

The City shall not, and shall be under no obligation to, store personal property items that the City reasonably determines to be trash refuse, waste, litter, junk, debris, detritus or rubbish. City shall not, and shall be under no obligation to, store used syringes or other items of medical waste, controlled substances, illegal weapons such as switchblades or loaded firearms, or other illegal items, or any items whose cleanliness or condition of sanitation presents a threat to health or safety. To the extent the City encounters personal property items of an apparently illegal nature, or items whose condition, function, or status provides a reasonable indication that they were evidence of or used in the commission of a crime, City may transfer possession of such item or items to local law enforcement, for further processing or investigation, after making a record of the item, and the fact and date of its transfer.

Pre-Deprivation Notice

Before any personal property items (with the exception of non-essential items or hazardous materials, as discussed further below) are impounded by the City, notice shall be provided to the person who is storing or claims ownership of the personal property. Notice shall be deemed provided if a written notice is posted conspicuously on or near the location of the personal property for the following time periods before impoundment:

- A minimum of 24-hours before impoundment if the personal property is located in the public right-of-way;
- A minimum of 24-hours before impoundment if the personal property is located elsewhere on public property.
- Notice may be waived in exigent circumstances as defined below.

The written notice shall include the following information:

- A general description of the property to be removed;
- The location from which the personal property will be removed;
- The date and time by which the property must be relocated in order to avoid impoundment;
- The date and time the notice was posted.

Post-Deprivation Notice

Upon the City's removal of personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:

- A general description of the personal property removed;
- The date and approximate time the personal property was removed;
- A description of where the removed personal property will be stored and may be retrieved, including an address, telephone number;
- A statement that impounded personal property may be discarded if not claimed within 90 days after impoundment.

Disposal of Property

Except as specified herein, the City shall move personal property to a place of storage. The City shall keep track of the area where the property was impounded, the date it was impounded, and a general description of the property impounded. Except as specified herein, the City shall store impounded personal property for 90 days, after which time, if not claimed, all such impounded items shall be deemed abandoned, and may be discarded. The City shall not be required to undertake any search for, or return, any impounded personal property stored for longer than 90 days. The City shall maintain a record of the date any impounded Personal Property was discarded.

Retrieval of Property

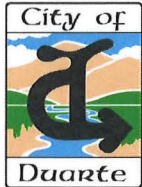
Persons seeking to retrieve property which has been impounded by the City may call the number listed on the notice provided, visit the City's address or website, or flag down any clearly identifiable City employee and request the impounded property.

The City shall allow a person seeking to retrieve their personal property access during posted business hours to the storage location, within twenty-four hours of receiving said request. In the absence of other proof of ownership, City may request the person claiming the property to reasonably identify items included in the impounded property, so as to verify the property is being claimed by its rightful owner.

When the owner of the abandoned property is arrested or otherwise removed from a public place, and such arrest or condition of removal prevents the person from accessing the City's personal property storage place within the ninety (90) day period, City personnel shall make reasonable accommodations, in cooperation with local law enforcement, to permit the individual to lawfully secure his/her personal property.

Exigent Circumstances

When there is an immediate threat to health and safety posed by the items, pre-removal notice and storage procedures may be waived.



MEMORANDUM

To: Mayor and City Council

From: Amanda Hamilton, Public Works Manager

Date: April 10, 2018

Subject: Resolution 18-R-08 – A Resolution to Approve Fiscal Year 2018-2019 Senate Bill 1 Project List

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 18-08, which adopts a list of projects for fiscal year 2018-19 funded by SB 1: The Road Repair and Accountability Act of 2017.

BACKGROUND

Senate Bill (SB 1) was signed on April 28, 2017 by the Governor of California for the Road Repair and Accountability Act of 2017. This bill was passed to ensure that basic road maintenance, rehabilitation and critical safety needs are met on both the local and state highway systems. The passage of SB 1 last April created new permanent funding sources for road maintenance and rehabilitation projects for cities and counties. Each year, cities and counties must adopt via resolution a project list comprised of projects they would like to spend SB 1 funds on. For the upcoming fiscal year, the project list must be submitted to the California Transportation Commission (CTC) by May 1, 2018 to be eligible for SB 1 funding.

In January 2018, the pavement management study was completed for the City of Duarte. The pavement management study reviewed each street in the City and provided a pavement condition index (PCI) for each stretch of roadway. When compiling a list for the 2018 Street Rehabilitation Project staff focused on streets that had a PCI of poor to very poor condition.

ANALYSIS

The 2018 Street Rehabilitation Project will consist of sections of roadways to be cold milled and resurfaced along with section of roadways that will be slurry sealed. The preliminary Engineer's estimate for this work is \$512,000. This project is partially funded

with SB 1 funds while the primary funding source is local funds. The City of Duarte, will receive an estimated \$365,881 in SB 1 funding in Fiscal Year 2018-19 from SB 1 but will only allocate \$125,700 to this project. Construction is estimated to begin in January 2019 and be completed in May of 2019.

The fiscal year 2018-19 list of project planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

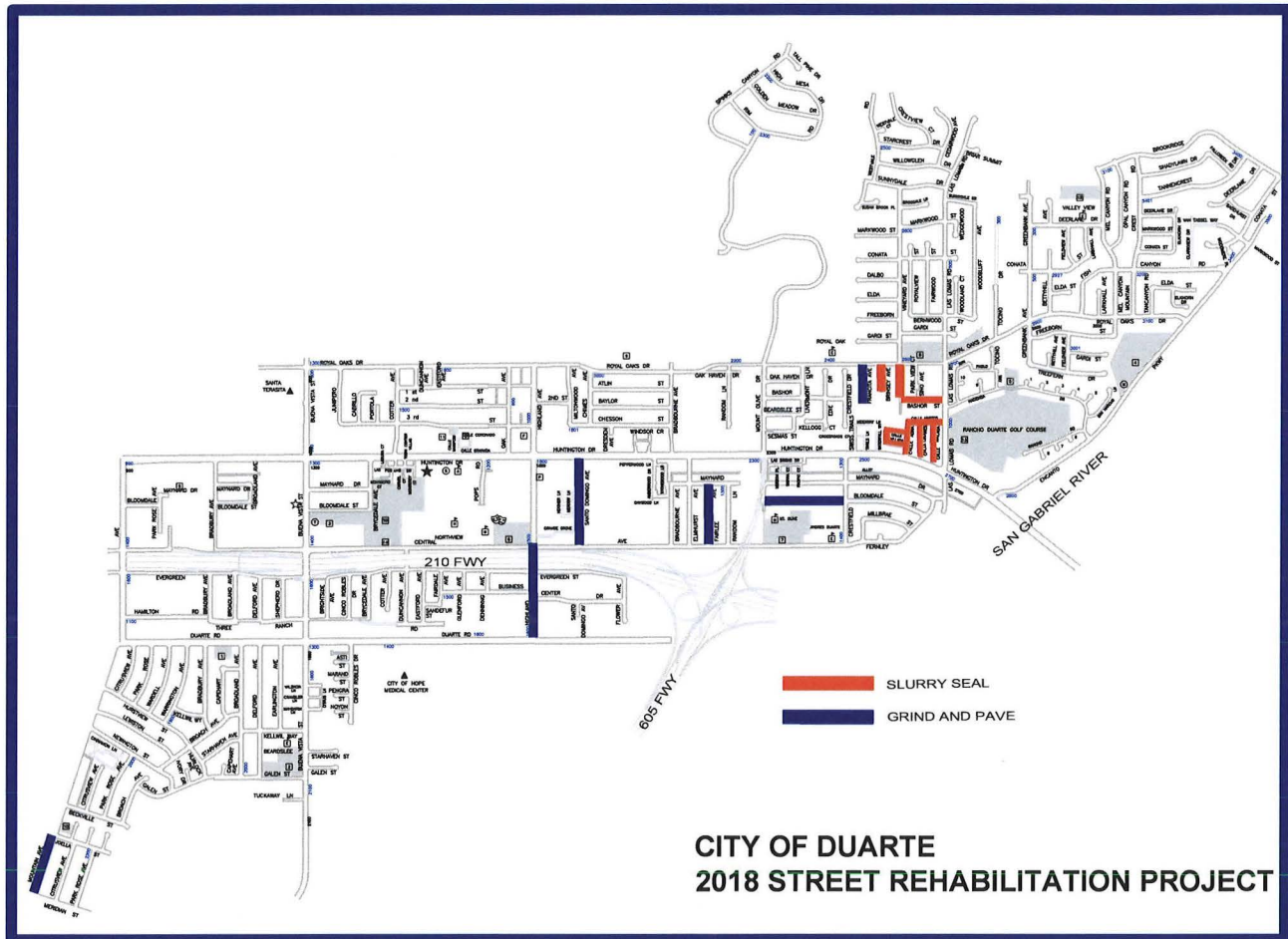
Street Overlay – Estimated useful Life 20-25 years

Highland Avenue from Duarte Road to Central Avenue
Mountain Avenue (half of street) from Meridian to Joella Street
Santo Domino Avenue from Central Avenue to Huntington Drive
Fairlee Avenue from Central Avenue to Maynard Drive
Bloomdale Street from Mount Olive Drive to Crestfield Drive
Francita Avenue from Royal Oaks Drive to end of cul-de-sac

Slurry Seal – Estimated useful life 15-20 years

Calle Martos from Calle Andra to Las Lomas Road
Calle Adra from Huntington Drive to Calle Martos
Calle Linares from Calle Martos to end of street
Calle Malaga from Calle Martos to end of street
Calle Villada Circle from Calla Arda to Calla Arda
Bashor Street from Sino Avenue to Las Lomas Road
Bashor Street from Vineyard Avenue to Sino Avenue
Brinsey Avenue from Royal Oaks Drive to end of street
Vineyard Avenue from Royal Oaks Drive to end of street

Attachment: Map of 2018 Street Rehabilitation Project



RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Duarte are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Duarte must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Duarte, will receive and estimated \$365,881 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City of Duarte is receiving SB 1 funding and will enable the City of Duarte to continue essential road maintenance and rehabilitation projects, traffic safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Duarte has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Duarte used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and concentrate on streets that are in poor to failed conditions; and

WHEREAS, the funding from SB 1 will help the City of Duarte maintain and rehabilitate poor to failed streets throughout the City of Duarte this year and similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Duarte's streets and roads are in fair condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and maintain a weighted pavement condition of 80 or higher; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Duarte City Council, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

2018 Street Rehabilitation Project – The rehabilitation project is focused primarily on poor to failed sections of roadway. The project will consist of sections of roadways to be milled and resurfaced along with sections of roadways to be slurry sealed. This project is partially funded with RMRA funds while the primary funding source is local funds. Construction is estimated to begin in January 2019 and completed May 2019.

Street Overlay – Estimated useful Life 20-25 years

Highland Avenue from Duarte Road to Central Avenue
Mountain Avenue from Meridian to Joella Street
Santo Domino Avenue from Central Avenue to Huntington Drive
Fairlee Avenue from Central Avenue to Maynard Drive
Bloomdale Street from Mount Olive Drive to Crestfield Drive
Francita Avenue from Royal Oaks Drive to end of cul-de-sac

Slurry Seal – Estimated useful life 15-20 years

Calle Martos from Calle Andra to Las Lomas Road

Calle Adra from Huntington Drive to Calle Martos
Calle Linares from Calle Martos to end of street
Calle Malaga from Calle Martos to end of street
Calle Villada Circle from Calla Arda to Calla Arda
Bashor Street from Sino Avenue to Las Lomas Road
Bashor Street from Vineyard Avenue to Sino Avenue
Brinsey Avenue from Royal Oaks Drive to end of street
Vineyard Avenue from Royal Oaks Drive to end of street

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2018.

Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-08 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of April, 2018, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING MUNICIPAL CODE § 2.02.030, DEFINING THE BEGINNING AND ENDING DATE OF THE TERMS OF COUNCIL MEMBERS ELECTED THROUGH BY-DISTRICT ELECTIONS

WHEREAS, on or about December 12, 2017, the City Council of the City of Duarte enacted Ordinance No. 877, converting the City's at-large elections to by-district elections, and defining the boundaries of seven (7) districts for elections of City Council members; and

WHEREAS, the next regular City Council election is scheduled for November, 2018; and

WHEREAS, the Los Angeles County Registrar has requested the City to provide a specific definition of the starting and ending dates of terms for City Council members that would be elected under its newly-enacted by-district election cycles; and

WHEREAS, the City of Duarte wishes to clarify the starting and ending dates of City Council members' elected terms, consistent with the request and requirements of the Los Angeles County Registrar;

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Title 2 of the Duarte Municipal Code, section 2.02.030, is hereby amended by adding at the end of the existing section the following language:

"Each council member's term shall begin, and the council member serving the new term shall be sworn in, at the first regularly-scheduled City Council meeting following the delivery by the County of Los Angeles of the certified statements of the results of the then-completed municipal election, election, pursuant to Elections Code Section 15372(a), as may be subsequently amended. Such regular meeting date shall be the appointed date for the termination of expiring terms, and the beginning of any newly-elected term."

SECTION 3. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions any prior city ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to subject matter hereof.

SECTION 4. In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a matter that effectively accomplishes its stated purposes of consistency with applicable law.

SECTION 5. If any section, sub-section, subdivisions, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares that council would have adopted this Ordinance, in each section, sub-section, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, sub-sections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

INTRODUCED at a regular meeting of the City Council of the City of Duarte held on the 10th day of April, 2018.

PASSED, APPROVED, AND ADOPTED this day of , 2018.

Mayor John Fasana

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

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

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California