



AGENDA
**REGULAR JOINT MEETING OF THE CITY
COUNCIL OF THE CITY OF DUARTE, THE
DUARTE HOUSING AUTHORITY, AND THE
DUARTE COMMUNITY FACILITIES
FINANCING AUTHORITY**

TUESDAY, MARCH 28, 2023
7:00 PM

CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

With integrity and transparency, the City of Duarte provides exemplary public services in a caring and fiscally responsible manner with a commitment to our community's future

JODY SCHULZ, MAYOR
VINH TRUONG, MAYOR PRO TEM
MARGARET FINLAY, COUNCILMEMBER
SAMUEL KANG, COUNCILMEMBER
TONEY LEWIS, COUNCILMEMBER
CESAR GARCIA, COUNCILMEMBER
TERA MARTIN DEL CAMPO, COUNCILMEMBER

City/Agency/Authority Staff:
Daniel Jordan, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Community Development Director
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

ADA ACCESSIBILITY NOTICE: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

Notice: Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Notice: Duarte City Council meetings are videotaped for later broadcast on DCTV. Attendance at the

meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may listen/view the City Council meeting broadcast on the City's website following each meeting. To access the meeting, log onto www.accessduarte.com then on the homepage, click on the Agendas/View Meetings icon under the LATEST NEWS/QUICK LINKS banner, then on the Agendas & Minutes page, click on the City Council Meeting link. City Council meetings are also broadcast following each meeting through Spectrum Cable, Channel 3, daily at 12:00 p.m. and 7:00 p.m.

Public comments can be submitted by emailing duarteinfo@accessduarte.com, prior to 6:00 p.m. on the day of the meeting and will be distributed to the City Council and made available for public review. PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments are a matter of public record, including content that include emails and addresses, so consider content and remove private information as you deem appropriate.

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

B. Presentation of Duarte Public Safety Crime Prevention Programs with Azusa Pacific University

C. Public Safety Department Update

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

B. Approve absence(s) of City Councilmember(s) from the City Council meeting.

C. Approval of Minutes - March 14, 2023 Special Meeting and March 14, 2023 Regular Meeting (CC/HA/FA)

D. Approval of Warrants - March 28, 2023 (CC/HA/FA)

E. Receive and file the Public Safety Department Status Report

F. Approval of Civica Law Group, APC, Agreement for Municipal Citation Legal Services

Recommendation: Authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services

G. Approval of Civica Law Group, APC, Agreement for Code Enforcement Legal Services

Recommendation: Authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services

H. Consideration of Award of Contract for the FY 22-23 Street Rehabilitation Project

Recommendation: 1) Approve the Award of Contract for the FY 22-23 Street Rehabilitation Project to All American Asphalt in the amount of \$794,222; 2) approve a budget amendment to use additional SB1 funds in the amount of \$73,644

I. Consideration of Resolution to Adopt a Plan for FY 2023-24 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List

Recommendation: Adopt Resolution No. 23-05, a list of projects for Fiscal Year 2023-24 funded by SB1: The Road and Repair Accountability Act of 2017

J. Approval of Cal Cities 2023-24 State Budget Asks and Requests Letter

K. Approval of City Council Conference Attendance

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS

A. Consideration of a Professional Services Agreement with MIG for Design Services - Duarte Park Revitalization

Recommendation: Authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$54,240 for design services for the Duarte Park Revitalization Project

11. CONTINUATION OF ORAL COMMUNICATIONS

12. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE
DIRECTOR

13. ADJOURNMENT

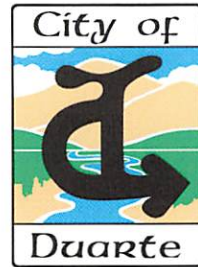
AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing

Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 23rd day of March, 2023.

Annette Juarez
City Clerk



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: March 23, 2023
SUBJECT: Comments on Agenda Items, Meeting of March 28, 2023

ITEM 4.A. (Special Items). The Mayor's Youth Council will provide an update to the City Council.

ITEM 4.B. (Special Items). The City Council will hear a presentation regarding Duarte Public Safety Crime Prevention Programs.

ITEM 4.C. (Special Items). Staff will present the monthly Public Safety Department update.

ITEM 7.F. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute an agreement with Civica Law Group, APC, for Municipal Citation Legal Services.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute an agreement with Civica Law Group, APC, for Code Enforcement Legal Services.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council: 1) Approve the award contract to All American Asphalt in the amount of \$794,222 for the FY 22-23 Street Rehabilitation Project; and 2) approve a budget amendment to use additional SB1 funds in the amount of \$73,644.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 23-05 adopting a list of projects for Fiscal Year 2023-24 funded by SB1: The Road and Repair Accountability Act of 2017.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council approve a Cal Cities 2023-24 State Budget Asks and Requests letter.

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council approve conference attendance for Councilmember Truong and Councilmember Garcia.

ITEM 10.A. (Business Items). Staff is recommending that the City Council authorize the City Manager to execute a Professional Services Agreement with MIG in the amount of \$54,240 for design services for the Duarte Park Revitalization Project

Respectfully submitted,

Dr. Daniel Jordan
City Manager

CITY OF DUARTE

**MINUTES OF THE SPECIAL JOINT MEETING OF THE CITY COUNCIL,
THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY
FACILITIES FINANCING AUTHORITY**

TUESDAY, MARCH 14, 2023 – 5:30 PM

5:30 P.M. RANCHO DUARTE GOLF COURSE REDEVELOPMENT STUDY SESSION

1. CALL TO ORDER

Mayor Schulz called the Special Meeting to order at 5:35 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Truong, Garcia (arrived at 5:38 p.m.), Martin Del Campo, Schulz

Councilmembers Absent: None

Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Jason Golding, Planning Manager
Salina Bautista, Permit Technician
Annette Juarez, City Clerk

2. PLEDGE TO THE FLAG

The flag salute was led by Jason Golding.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to adopt the agenda.

AYES: FINLAY, KANG, LEWIS, TRUONG, GARCIA, MARTIN DEL CAMPO,
SCHULZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

4. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

**5. STUDY SESSION TO DISCUSS THE POSSIBLE REDEVELOPMENT OF THE
RANCHO DUARTE GOLF COURSE**

City Attorney Phan stated that the study session is informational only.

Community Development Director Hensley provided a brief background and status of the Rancho Duarte Golf Course.

Matt Waken, MW Investment Group, and Adam Deermount, Ramser Development, presented concepts and ideas to redevelop the golf course. They proposed implementing an improved driving range, a clubhouse, a small botanical garden, a parking lot and an RV and boat storage space.

Discussion ensued regarding public outreach efforts, environmental concerns, and the possibilities and impacts of redeveloping the golf course.

6. **ADJOURNMENT**

At 6:54 p.m. the City Council adjourned the meeting to the scheduled regular city council meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

**MINUTES OF THE REGULAR JOINT MEETING OF THE CITY COUNCIL,
THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY
FACILITIES FINANCING AUTHORITY**

**TUESDAY, MARCH 14, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the meeting to order at 7:20 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Truong, Garcia, Martin Del Campo, Schulz
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Victoria Rocha, Assistant to the City Manager
Albert Nuñez, Management Aide
Salina Bautista, Permit Technician
Annette Juarez, City Clerk

2. PLEDGE TO THE FLAG

The flag salute was led by Joanne Waldon.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay, seconded by Mayor Pro-Tem Truong, and carried by the following vote of the Council to adopt the agenda.

AYES: FINLAY, KANG, LEWIS, TRUONG, GARCIA, MARTIN DEL CAMPO,
SCHULZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

4. SPECIAL ITEMS

A. Azusa Connects Autism Walk

Heather Rietta shared a few words regarding the Azusa Connects organization and invited the Duarte City Council and members of the community to join them on April 2, 2023, for their first annual Autism Awareness and Acceptance Walk in the City of Azusa.

B. Community Development Department Update

Community Development Director Hensley provided a department update. He reported on upcoming public outreach for the Safe Routes to School project, annual concrete repairs, annual pavement repairs, and striping and marking repairs.

C. Parks and Recreation Department Update

Parks and Recreation Director Enriquez provided a department update. He reported on the upcoming Spring festivities and the underwater Easter Egg Hunt.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, from Duarte Library, announced upcoming library programs and events.

Assistant to the City Manager Rocha announced upcoming City events.

Jennifer Santana, from the Upper San Gabriel Valley Water District, provided a brief update on the water levels in the water basin.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Councilmember Garcia requested for the council meeting to adjourn in memory of Carmen Calabro.

Doris Anderson shared her concerns regarding improvements for Duarte Library.

Steve Hernandez expressed appreciation for Duarte Library and the City.

Lino Paras expressed his concerns regarding the cost of water and unhoused individuals in the downtown area.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – February 28, 2023 Special Meeting and February 28, 2023 Regular Meeting (CC/HA/FA)
- D. Approval of Warrants – March 14, 2023 (CC/HA/FA)
- E. Receive and file the Community Development Department Status Report for March 2023.
- F. Receive and file the Parks and Recreation Department Status Report for March 2023.
- G. Approval of an Amended Professional Services Agreement with LPA, Inc. for an Aquatic Preliminary Assessment at the Fitness Center, as previously ratified at the City Council Meeting held on January 24, 2023.
- H. Award of Contract for FY 2022-23 Annual Concrete Repair Project No. 23-7 to Ruiz Concrete and Paving, Inc. in the amount of \$141,715.00.
- I. Award of Contract for FY 2022-23 Annual Asphalt Repair Project No. 23-8 to Ruiz Concrete and Paving, Inc. in the amount of \$48,510.00.
- J. Award of Contract for FY 2022-23 Annual Striping and Marking Project No. 23-9 to WGJ Enterprises, Inc. dba PCI in the amount of \$32,017.20.
- K. Removed from the agenda for discussion.
- L. Approval of Proclamation Declaring March 2023 as Red Cross Month.

Moved by Councilmember Finlay, seconded by Councilmember Lewis, and carried by the following vote of the Council to approve Items 7A-7J and 7L of the Consent Calendar.

AYES: FINLAY, KANG, LEWIS, TRUONG, GARCIA, MARTIN DEL CAMPO,
SCHULZ
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

K. Authorization of One-Time Appreciation Pay

Councilmember Garcia thanked the city employees who worked through the pandemic.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve Item 7K of the Consent Calendar authorizing a budget amendment of \$145,000 to the General Fund for one-time payments of up to \$5,000 for each current full-time employee who worked for the City of Duarte during the 25-month period of the COVID-19 pandemic between March 2020 and March 2022.

AYES: FINLAY, KANG, LEWIS, TRUONG, GARCIA, MARTIN DEL CAMPO,
SCHULZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. Resolution of Application to annex to the City of Duarte the territory encompassing Royal Oaks Retirement Community

Andrew Smith, Royal Oaks Executive Director, thanked Staff for working on this effort and expressed why the City of Duarte should annex Royal Oaks.

Joanne Walden expressed her opinions on why the City of Duarte should annex Royal Oaks.

Jim Lawler shared that the City of Duarte has had a long history with Royal Oaks and he expressed his opinions on why the City should annex Royal Oaks.

Bradbury City Manager Kevin Kearney expressed his concerns regarding the complexities of annexation and responsibilities of maintenance.

Bradbury City Councilmember Barakat shared inquired about the City of Duarte's interest in potentially annexing Royal Oaks.

City Manager Jordan gave an overview of the resolution of application for potential annexation of Royal Oaks.

In response to questions posed by Council, City Manager Jordan clarified that Bradbury's application presented to the Local Agency Formation Commission (LAFCO) only includes the 720 sq. ft of county-owned street in front of Royal Oaks.

Discussion ensued regarding potential impacts of annexing Royal Oaks and why Bradbury has not annexed the area in previous years.

Mayor Schulz called for a five-minute recess.

Councilmember Garcia announced that out of an abundance of caution, he will recuse himself from discussing and voting on Business Item 10A - Resolution of Application to annex to the City of Duarte the territory encompassing Royal Oaks Retirement Community.

Mayor Schulz clarified that the resolution being discussed is for interest and informational purposes only.

Moved by Mayor Schulz, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to adopt Resolution No. 23-04, authorizing the submittal of an application to the Local Agency Formation Commission for the County of Los Angeles (LAFCO) requesting the annexation to the City of Duarte of the territory encompassing Royal Oaks Retirement Community.

AYES: FINLAY, KANG, LEWIS, TRUONG, MARTIN DEL CAMPO, SCHULZ
NOES: NONE
ABSTAIN: GARCIA
ABSENT: NONE

11. **CONTINUATION OF ORAL COMMUNICATIONS**

None.

12. **ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/
FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE
DIRECTOR**

Councilmember Martin Del Campo expressed gratitude for her fellow Councilmembers and their expertise.

Mayor Pro-Tem Truong expressed gratitude for the community, staff members, and the Council.

Councilmember Finlay shared gratitude for unvengeful people.

Councilmember Garcia showed appreciation for staff and the City Attorney. He expressed his sympathy for Carmen Calabro’s family.

Councilmember Lewis shared that he was grateful to be a Councilmember, even if the job is not always easy.

Councilmember Kang requested staff to bring back a status report for the town center medians and the Teen Center boxing ring. He applauded Mayor Schulz for doing a great job at the Duarte Fashion Show.

Mayor Schulz shared that she was grateful for everyone. She requested that staff work on a work-force program to help students obtain jobs.

13. **ADJOURNMENT**

At 9:30 p.m. the City Council adjourned the meeting in memory of Carmen Calabro.

Jody Schulz, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	218394		140.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plywood-Sports Park Electrical Repair	BD23-1144		265.35
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing/Shop Tools	BD23-1144		184.24
100-1610-7618	HOME DEPOT CREDIT SERVICES	Shop Tools/FC Wall Repair	BD23-1144		96.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		454.94
100-1410-8100	MCGRATH RENTCORP	Mobile Modular 12' x 40' Storage Trailer	3064		5,295.45
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		63.12
100-1205-7780	CAPITAL ONE	Animal Control Equipment	BD23-1141		58.20
100-1610-7618	DOG WASTE DEPOT	Dog Bags	218393		1,519.31
100-1610-7618	CAPITAL ONE	City Hall Kitchen Coffee Pot	BD23-1141		109.15
100-1605-7741	CAPITAL ONE	Youth Sports Supplies	BD23-1141		18.14
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		445.37
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Yard 1/2023	3077		162.40
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		50.67
100-1205-7614	CAPITAL ONE	Office Supplies	BD23-1141		4.32
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		51.07
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Water Heater Service Call	218420		195.00
100-1605-7730	CARLOS FELIPE PEREZ	Easter Event DJ Services 4/8/23	218412		600.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD23-1140		15.68
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH Fortinet Cybersecurity 1/17/2023 - 1/16/2024	3073		1,510.00
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD23-1141		182.26
100-1605-7730	DUARTE UNIFIED SCHOOL DISTR...	Job Shadow Breakfast & Lunch	218396		625.00
100-1610-7618	CONSOLIDATED ELECTRICAL DIS...	SC Lights	218391		425.01
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	3069		2,625.56
100-1610-7618	ULINE	Janitorial Supplies	218418		475.49
100-1405-7965	LAND DESIGN CONSULTANTS I...	Mel Cyn Rd Storm Water Improvement 1/2023	3060	202316/1405-7965-Melcanyon...	5,339.49
100-1610-7618	GRAINGER	Plumbing Fixtures	3058		208.41
100-1825-7980	CAPITAL ONE	Finance Charge	BD23-1141		0.87
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	3069		214.97
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 2/2023	3077		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Fitness Ctr/Pool 2/2023	3077		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 2/2023	3077		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 2/2023	3077		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Yard 2/2023	3077		162.40
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2023	3056		145.00
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 2/2023	3077		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Mosquito Program Maint-Teen Ctr 2/2023	3077		179.20
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3054		16.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3054		42.27
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	3069		299.81
100-1205-7650	BRIAN VILLALOBOS	Vehicle #35 Windshield Wipers Reimbursement	218419		55.10

Council Warrant Register By Account

Payment Dates: 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7733	CURO MANAGED PRINT PRODU...	SC March/April 2023 Newsletter	218392		882.00
100-1610-7652	ALBERTOS PLUMBING	FC Replacement of tankless Water Heater	218420		8,900.00
100-1205-7610	U.S. BANK	Meeting w/City of Hope 2/1/23 (Mikomi Sushi)	3074		56.12
100-1205-7610	U.S. BANK	Meeting w/Captain Reyes (The Habit Burger)	3074		23.12
100-1205-7614	U.S. BANK	Office Supplies (Target)	3074		37.22
100-1205-7615	U.S. BANK	EOC Volunteer Lunch 2/23/23 (Subway)	3074	202315-Flood Response & Clea...	114.88
100-1205-7615	U.S. BANK	EOC Volunteer Lunch Chips (Smart & Final)	3074	202315-Flood Response & Clea...	11.49
100-1205-7655	U.S. BANK	Phone Case (Amazon)	3074		27.55
100-1205-7655	U.S. BANK	EOC Online Database (Dropbox)	3074		119.88
100-1205-7779	U.S. BANK	A-Team Event Tickets 2/1/23 (Kids Empire)	3074		854.00
100-1205-7779	U.S. BANK	DART Art Class Snacks (Target)	3074		34.73
100-1205-7779	U.S. BANK	DART Event Dinner 2/20/23 (Won Kok Restaurant)	3074		309.64
100-1205-7779	U.S. BANK	Basketball Game Prizes (Target)	3074		222.00
100-1205-7779	U.S. BANK	Job Shadow Day Youth Snacks (Target)	3074		37.79
100-1205-7779	U.S. BANK	DART Meeting 1/25/23 (Little Caesars)	3074		56.16
100-1205-7779	U.S. BANK	DART Event Lunch 2/20/23 (McDonalds)	3074		146.22
100-1205-7779	U.S. BANK	A-Team Event Food 2/1/23 (Little Caesars)	3074		102.96
100-1205-7779	U.S. BANK	DART Event Tickets 2/20/23 (CA Science Ctr)	3074		80.11
100-1205-7779	U.S. BANK	DART Event 2/15/23 (In-N-Out Burger)	3074		58.36
100-1205-7780	U.S. BANK	Emily Lepone Animal Control Training (CalAnimals)	3074		25.00
100-1205-7980	U.S. BANK	Marijuana Dispensary Search Warrant (Raffi's)	3074		378.16
100-1205-7980	U.S. BANK	DART Trip Lodging 2/24/23-2/26/23 (Airbnb)	3074		1,433.10
100-1205-7980	U.S. BANK	EOC Operations 2/22/23 (Chili's)	3074	202315-Flood Response & Clea...	179.59
100-1205-7980	U.S. BANK	2165 Hunt Dr Warrant Food (Tropicana Mkt)	3074		170.86
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Gym Winter 2023	3057		966.00
100-1010-7965	BERKSON ASSOCIATES	Royal Oaks Annexation Fiscal Impact Analysis	3050		5,062.50
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 2/2023	3051		1,950.00
100-1610-7652	CALIBER COMMERCIAL POOL S...	Comp Pool Water Heater Materials	3051		642.06
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3054		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3054		8.64
100-1205-7650	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	218398		41.40
100-1205-7781	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	218398		42.00
100-1405-7650	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	218398		18.60
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 2/2023	3071		2,324.33
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 2/2023	218414		50.00
100-1605-7735	CURO MANAGED PRINT PRODU...	TC Fashion Show Banner	218392		79.38
100-1610-7618	MIRACLE RECREATION EQUIPM...	Playground Swing Seats	3065		2,070.51

Council Warrant Register By Account

Payment Dates: 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class Session II	3048		182.00
100-1605-7730	PARTY PRONTO INC	Duarte Eggfest 2023 Petting Zoo 4/8/2023	218411		465.00
100-1605-7735	J & J SPORTS & TROPHIES	TC 3 on 3 Tournament T-Shirts	218404		474.08
100-1605-7730	BUBBLEMANIA AND COMPANY ...	Duarte Eggfest 2023 Entertainment 4/8/2023	218387		350.00
100-1605-7756	YVETTE M LABAN	Instructor Fee-SC Yoga Winter 2023	3059		480.00
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 1/2023	218406		704.33
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 1/2023	218406		574.74
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 1/2023	218406		352.17
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 1/2023	218406		1,150.58
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 1/2023	218406		6,533.19
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 2/2023	3052		32.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Pool Deck Drain Snake/Camera	218420		400.00
100-1605-7733	DAVE PAIGE	SC Pickleball Program Supplies	218410		79.35
100-1605-7756	CHRISTOPHER H CHUC	Instructor Fee-SC Latin Dancing Winter 2023	3053		226.80
100-1605-7730	NATIONAL CHAVEZ CENTER	Cesar Chavez Day Speaker	218407		300.00
100-1010-7614	STAPLES ADVANTAGE	Certificate Holders	3072		195.03
100-1010-7614	STAPLES ADVANTAGE	Portable Desk Heater	3072		46.04
100-1205-7650	ENTERPRISE FM TRUST	Vehicle 36 Light Bar Repair	BD23-1143		257.24
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		591.64
100-1610-8100	MARCUS LEON BANKS SR	Electrical Upgrades for LED Message Board	218386		4,653.36
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 2/2023	218417		3,607.40
100-1205-7780	GUNRUNNERS	(2) Animal Control Shotguns	218400		1,190.70
100-1605-7733	CARLOS FELIPE PEREZ	SC Spring Fling Egg Hunt DJ	218412		500.00
100-1605-7739	THE SAUCE CREATIVE SERVICES...	Spring 2023 City News	3067		8,888.75
100-1605-7737	SMART & FINAL	Adult Excursion Snacks	3070		111.62
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	3070		171.87
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3054		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3054		8.64
100-1805-7653	SECTRAN SECURITY INC	March 2023 Courier Pick-up	3068		311.13
100-1605-7736	HEULYN REGINA DUMAS-JOHN...	Instructor Fee-2023 Winter Sewing Class	3055		962.50
100-1605-7739	CURO MANAGED PRINT PRODU...	2023 Spring Yard Signs	218392		169.79
100-1020-7719	CURO MANAGED PRINT PRODU...	SC Volunteer Recognition Invites	218392		30.87

Council Warrant Register By Account

Payment Dates: 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1810-7673	OCCUPATIONAL HEALTH CENTE...	DOT Physical 3/7/2023	218408		172.50
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvc 2/19/23 - 3/4/23	3047		5,643.08
100-1605-7735	SMART & FINAL	TC Fashion Show Supplies	3070		185.13
100-1605-7730	HOLIDAY GOO INC	Eggfest 2023 Easter Eggs	218403		707.41
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Winter Storm Security 2/24/23 - 2/25/23	3062	202315-Flood Response & Clea...	2,294.51
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 2/16/2023	3062	202105-Contract Law Enforcem...	1,373.85
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Services 2/1/2023 - 2/28/2023	218388		1,737.50
100-1610-7618	CURO MANAGED PRINT PRODU...	DFC 1 Courts & Gym Signs	218392		105.84
100-1605-7733	CURO MANAGED PRINT PRODU...	SC Community Yard Sale Signage	218392		356.19
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3072		55.68
100-1605-7735	SMART & FINAL	TC Boxing Event Supplies	3070		84.77
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 4/1/23 - 4/30/23	3066		173.84
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install (8) Cabinet Locks- Senior Ctr	218390		1,169.83
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	BD23-1142		98.96
100-4302	PEDRO OROZCO	Citation Refund	218409		60.00
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet/Tap Class Winter 2023	3075		1,312.50
100-1605-7737	JERRY HARGRAVE	Adult Excursion Refund (Harrah's Casino)	218401		32.90
100-2124	MIA FLORES	Gazebo Rent Deposit Refund	218399		50.00
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install Emergency Exit Alarm-Senior Ctr	218390		509.93
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install (2) Office Levers- HR Office	218390		874.06
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3054		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3054		8.64
100-2121	ARMSTRONG & WALKER LAND...	Landscape Plan Check-1001 Las Lomas (R	3049		1,090.00
100-2120	GUADALUPE CALDERON	SC Rent Deposit Refund	218389		500.00
100-1605-7614	DUARTE RECREATION PETTY CA...	Office Supplies	218395		12.03
100-1610-7616	DUARTE RECREATION PETTY CA...	FC Cash Register Maintenance Service Call	218395		95.00
100-1605-7739	THE SAUCE CREATIVE SERVICES...	Eggfest 2023 Instagram Post	3067		175.00
100-1405-8100	PUB CONSTRUCTION INC	Change Order 12	218413	202102-Cap Improv-CH CDBG ...	5,811.32
100-1405-8100	PUB CONSTRUCTION INC	City Hall ADA Improvement Project	218413	202102-Cap Improv-CH CDBG ...	213,514.50
100-1405-8100	PUB CONSTRUCTION INC	Change Order 5	218413	202102-Cap Improv-CH CDBG ...	4,778.88
100-2127	PUB CONSTRUCTION INC	Retention	218413	202102- Retention CDBG ADA I...	-11,205.24
100-1205-7780	CURO MANAGED PRINT PRODU...	Rabies Clinic Yard Signs & Banner	218392		1,252.60
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Payment 3 of 3	218402		4,400.00
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Annual Use Fee	218402		12,000.00
100-1205-7780	CURO MANAGED PRINT PRODU...	Rabies Clinic Vehicle Magnets	218392		582.12
100-1815-7965	MAXTREME INC	IT Helpdesk 3/2023	3063		12,500.00
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 4/2023	218405		1,600.00
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 2/2023	218416		6,056.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle #15 Down Payment	218397		12,814.36
100-2122	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	218415		4.00
100-4004	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	218415		306.00
100-4903	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	218415		35.00

Council Warrant Register By Account

Payment Dates: 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-2121	COUNTY OF LA REGISTRAR-REC...	Fish/Wildlife-Morrison House 1430 Santo Domingo	218384	202217-Dep-Westminster Gard...	2,764.00
100-2121	COUNTY OF LA REGISTRAR-REC...	NOD/Fish & Wildlife-Morrison House 1430 SD	218384	202217-Dep-Westminster Gard...	75.00
100-2121	COUNTY OF LA REGISTRAR-REC...	NOD-Morrison House 1430 Santo Domingo	218384	202217-Dep-Westminster Gard...	75.00
Fund 100 - GENERAL FUND Total:					375,322.12
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7896	WEST COAST ARBORISTS INC	Citywide Tree Planting	3076		2,985.20
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	218391		288.09
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,273.29
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	FY23 CDBG City Hall ADA Improvements 2/2023	3061	202102-CDBG ADA Improv Proj...	3,249.00
260-2127	PUB CONSTRUCTION INC	Retention	218413	202102-Retention-CDBG ADA I...	-8,991.48
260-2605-8062	PUB CONSTRUCTION INC	City Hall ADA Improvement Project 1/1/23 - 2/17/23	218413	202102-Exp-CDBG ADA Improv...	155,138.00
260-2605-8062	PUB CONSTRUCTION INC	Change Order 11	218413	202102-Exp-CDBG ADA Improv...	18,691.55
260-2605-8062	PUB CONSTRUCTION INC	Change Order 10	218413	202102-Exp-CDBG ADA Improv...	6,000.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					174,087.07
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 3/1/2023 - 3/31/2023	BD23-1143		467.13
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 1/2023	218406		54.33
Fund 440 - PROPOSITION A TRANSIT FUND Total:					54.33
Grand Total:					554,346.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	375,322.12
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,273.29
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	174,087.07
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	54.33
Grand Total:	554,346.37

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	241.07
100-1010-7670	Legal Notices	2,324.33
100-1010-7965	Professional Services	5,062.50
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7719	Volunteer Recognition	30.87
100-1205-7610	Travel, Mtgs & Conf	79.24
100-1205-7614	Office Supplies	41.54
100-1205-7615	Emergency Supplies	126.37
100-1205-7650	Vehicle Maintenance	1,504.32
100-1205-7655	Emergency Services	147.43
100-1205-7761	Parking Ticket Collect	6,056.00
100-1205-7779	Youth Programs	1,901.97
100-1205-7780	Animal Control	3,108.62
100-1205-7781	Contract Law Enforcement	10,243.55
100-1205-7782	Crossing Guard Contract ...	5,643.08
100-1205-7980	Other Expenses	2,161.71
100-1405-7614	Office Supplies	55.68
100-1405-7650	Vehicle Maintenance	18.60
100-1405-7965	Professional Services	5,339.49
100-1405-7980	Other Expenses	1,737.50
100-1405-8100	Other Capital Improveme...	224,104.70
100-1410-7650	Vehicle Maintenance	574.74
100-1410-7814	Graffiti Removal	3,607.40
100-1410-8100	Other Capital Improveme...	5,295.45
100-1605-7614	Office Supplies	12.03
100-1605-7650	Vehicle Maintenance	352.17
100-1605-7730	Special Events	3,047.41
100-1605-7733	Senior Center	1,957.54
100-1605-7735	Teen Center	1,005.62
100-1605-7736	Youth & Adult Recreation...	3,423.00
100-1605-7737	Adult Excursions	144.52
100-1605-7739	Publicity	9,233.54
100-1605-7741	Sports/Playground Progr...	18.14
100-1605-7756	Senior Recreation Classes	706.80
100-1610-7616	Pool Supplies	95.00
100-1610-7618	Building Supplies	9,852.49
100-1610-7636	Uniforms	95.77
100-1610-7650	Vehicle Maintenance	704.33
100-1610-7652	Building Maint Services	15,898.16
100-1610-8100	Other Capital Improveme...	4,653.36
100-1805-7653	Bank Charges	410.09
100-1810-7660	Other Services	32.00
100-1810-7673	Physical Exams	172.50
100-1815-7820	Finance Software	16,400.00
100-1815-7821	Network & Internet Servi...	1,510.00
100-1815-7965	Professional Services	12,500.00
100-1825-7980	Other Expenses	0.87
100-1830-8100	Vehicle Replacement (Cap...	18,286.86

Account Summary

Account Number	Account Name	Payment Amount
100-2120	Refundable Deposits	500.00
100-2121	Pass Through Deposits	4,004.00
100-2122	Disability Access & Educ P...	4.00
100-2124	Gazebo Refundable Depos...	50.00
100-2125	Metro Pass Through (TAP)	50.00
100-2127	Retention Payable	-11,205.24
100-4004	Business License Tax	306.00
100-4302	Parking Citations	60.00
100-4903	Business Lic Appl Fees	35.00
240-2405-7888	Repairs-Citywide	288.09
240-2410-7896	Tree Planting-Citywide	2,985.20
260-2127	Retention Payable	-8,991.48
260-2605-8061	ADA Curb Ramps (Capital)	3,249.00
260-2605-8062	ADA Improvements	179,829.55
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7650	Vehicle Maintenance	54.33
Grand Total:		554,346.37

Project Account Summary

Project Account Key	Payment Amount
None	155,132.03
202102- Retention CDBG ADA Improvement	-11,205.24
202102-Cap Improv-CH CDBG ADA Improvement	224,104.70
202102-CDBG ADA Improv Project	3,249.00
202102-Exp-CDBG ADA Improvement	179,829.55
202102-Retention-CDBG ADA Improv Project	-8,991.48
202105-Contract Law Enforcement	1,373.85
202217-Dep-Westminster Garden/Morrison House Proj	2,914.00
202315-Flood Response & CleanUp Emergency Supplies	126.37
202315-Flood Response & CleanUp/ Other Expenses	179.59
202315-Flood Response & CleanUp-Contract Law	2,294.51
202316/1405-7965-Melcanyon Debris Catch Basin	5,339.49
Grand Total:	554,346.37



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Water Heater Service Call	681781		195.00
100-1610-7652	ALBERTOS PLUMBING	FC Replacement of tankless Water Heater	681794		8,900.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Pool Deck Drain Snake/Camera	681797		400.00
Vendor 5561 - ALBERTOS PLUMBING Total:					9,495.00
Vendor: 4728 - ALEJANDRO FUENTES					
100-1605-7736	ALEJANDRO FUENTES	Instructor Fee-Circus Gym Winter 2023	5		966.00
Vendor 4728 - ALEJANDRO FUENTES Total:					966.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Svcs 2/19/23 - 3/4/23	83984		5,643.08
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					5,643.08
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class Session II	9583		182.00
Vendor 6429 - ARK INTERNATIONAL INC Total:					182.00
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LANDSCAPE ARCHITECT	Landscape Plan Check-1001 Las Lomas (R	R97655		1,090.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					1,090.00
Vendor: 6466 - BERKSON ASSOCIATES					
100-1010-7965	BERKSON ASSOCIATES	Royal Oaks Annexation Fiscal Impact Analysis	2023.01-548		5,062.50
Vendor 6466 - BERKSON ASSOCIATES Total:					5,062.50
Vendor: 1003 - BRIAN VILLALOBOS					
100-1205-7650	BRIAN VILLALOBOS	Vehicle #35 Windshield Wipers Reimbursement	918050		55.10
Vendor 1003 - BRIAN VILLALOBOS Total:					55.10
Vendor: 6115 - BUBBLEMANIA AND COMPANY LA LLC					
100-1605-7730	BUBBLEMANIA AND COMPANY LA LLC	Duarte Eggfest 2023 Entertainment 4/8/2023	561		350.00
Vendor 6115 - BUBBLEMANIA AND COMPANY LA LLC Total:					350.00
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE GROUP INC	GIS Services 2/1/2023 - 2/28/2023	352-06.07		1,737.50
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					1,737.50
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL SERVICE	Weekly Pool Servicing Contract 2/2023	231070202		1,950.00
100-1610-7652	CALIBER COMMERCIAL POOL SERVICE	Comp Pool Water Heater Materials	231070203		642.06
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					2,592.06
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTMENT OF JUSTICE	Fingerprint Apps 2/2023	639458		32.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					32.00
Vendor: 6229 - CAPITAL ONE					
100-1205-7780	CAPITAL ONE	Animal Control Equipment	07075		58.20

Council Warrant Register By Vendor

Payment Dates: 3/16/2023 - 3/29/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	CAPITAL ONE	City Hall Kitchen Coffee Pot	01510		109.15
100-1605-7741	CAPITAL ONE	Youth Sports Supplies	04457		18.14
100-1205-7614	CAPITAL ONE	Office Supplies	05164		4.32
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	60161		182.26
100-1825-7980	CAPITAL ONE	Finance Charge	1647050546		0.87
Vendor 6229 - CAPITAL ONE Total:					372.94
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7730	CARLOS FELIPE PEREZ	Easter Event DJ Services 4/8/23	44961		600.00
100-1605-7733	CARLOS FELIPE PEREZ	SC Spring Fling Egg Hunt DJ	44991		500.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,100.00
Vendor: 6381 - CHRISTOPHER H CHUC					
100-1605-7756	CHRISTOPHER H CHUC	Instructor Fee-SC Latin Dancing Winter 2023	102		226.80
Vendor 6381 - CHRISTOPHER H CHUC Total:					226.80
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4147212263		16.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4147212263		42.27
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4147913874		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4147913874		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4148599569		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4148599569		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4149301232		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4149301232		8.64
Vendor 5140 - CINTAS CORPORATION #693 Total:					163.96
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 1/2023	2301457		704.33
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 1/2023	2301458		574.74
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 1/2023	2301459		352.17
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 1/2023	2301460		1,150.58
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 1/2023	2301461		6,533.19
Vendor 0903 - CITY OF MONROVIA Total:					9,315.01
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
100-1610-7618	CONSOLIDATED ELECTRICAL DIS...	SC Lights	3301-1011128		425.01
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					425.01
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-2121	COUNTY OF LA REGISTRAR-REC...	NOD-Morrison House 1430 Santo Domingo	3232023	202217-Dep-Westminster Gard...	75.00
100-2121	COUNTY OF LA REGISTRAR-REC...	NOD/Fish & Wildlife-Morrison House 1430 SD	3232023	202217-Dep-Westminster Gard...	75.00
100-2121	COUNTY OF LA REGISTRAR-REC...	Fish/Wildlife-Morrison House 1430 Santo Domingo	3232023	202217-Dep-Westminster Gard...	2,764.00
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					2,914.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7733	CURO MANAGED PRINT PRODU...	SC March/April 2023 Newsletter	6480		882.00
100-1605-7735	CURO MANAGED PRINT PRODU...	TC Fashion Show Banner	6495		79.38
100-1605-7739	CURO MANAGED PRINT PRODU...	2023 Spring Yard Signs	6518		169.79
100-1020-7719	CURO MANAGED PRINT PRODU...	SC Volunteer Recognition Invites	6520		30.87
100-1610-7618	CURO MANAGED PRINT PRODU...	DFC 1 Courts & Gym Signs	6527		105.84
100-1605-7733	CURO MANAGED PRINT PRODU...	SC Community Yard Sale Signage	6530		356.19
100-1205-7780	CURO MANAGED PRINT PRODU...	Rabies Clinic Yard Signs & Banner	6548		1,252.60
100-1205-7780	CURO MANAGED PRINT PRODU...	Rabies Clinic Vehicle Magnets	6550		582.12
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					3,458.79

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install (8) Cabinet Locks- Senior Ctr	24826		1,169.83
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install Emergency Exit Alarm-Senior Ctr	24828		509.93
100-1610-7652	DARRELL RAY CARROLL	Furnish/Install (2) Office Levers- HR Office	24829		874.06
Vendor 5025 - DARRELL RAY CARROLL Total:					2,553.82
Vendor: 6480 - DAVE PAIGE					
100-1605-7733	DAVE PAIGE	SC Pickleball Program Supplies	980840		79.35
Vendor 6480 - DAVE PAIGE Total:					79.35
Vendor: 6292 - DOG WASTE DEPOT					
100-1610-7618	DOG WASTE DEPOT	Dog Bags	526874		1,519.31
Vendor 6292 - DOG WASTE DEPOT Total:					1,519.31
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	4/2023		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7614	DUARTE RECREATION PETTY CA...	Office Supplies	03152023		12.03
100-1610-7616	DUARTE RECREATION PETTY CA...	FC Cash Register Maintenance Service Call	03152023		95.00
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					107.03
Vendor: 4919 - DUARTE UNIFIED SCHOOL DISTRICT					
100-1605-7730	DUARTE UNIFIED SCHOOL DISTR...	Job Shadow Breakfast & Lunch	2695		625.00
Vendor 4919 - DUARTE UNIFIED SCHOOL DISTRICT Total:					625.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1205-7650	ENTERPRISE FM TRUST	Vehicle 36 Light Bar Repair	FBN4691562		257.24
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle #15 Down Payment	5827269		12,814.36
Vendor 6189 - ENTERPRISE FM TRUST Total:					18,544.10
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/2023	100642		145.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					145.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	5392		41.40
100-1205-7781	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	5392		42.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1405-7650	FAST 5 HOLDING COMPANY LLC	Citywide Vehicle Cleaning 2/2023	5392		18.60
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					102.00
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	Plumbing Fixtures	9612916164		208.41
Vendor 1092 - GRAINGER Total:					208.41
Vendor: T2036 - GUADALUPE CALDERON					
100-2120	GUADALUPE CALDERON	SC Rent Deposit Refund	R98231		500.00
Vendor T2036 - GUADALUPE CALDERON Total:					500.00
Vendor: 4843 - GUNRUNNERS					
100-1205-7780	GUNRUNNERS	(2) Animal Control Shotguns	21969		1,190.70
Vendor 4843 - GUNRUNNERS Total:					1,190.70
Vendor: 6441 - HDL SOFTWARE LLC					
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Payment 3 of 3	SIN026294		4,400.00
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Annual Use Fee	SIN026294		12,000.00
Vendor 6441 - HDL SOFTWARE LLC Total:					16,400.00
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7736	HEULYN REGINA DUMAS-JOHN...	Instructor Fee-2023 Winter Sewing Class	3		962.50
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					962.50
Vendor: 4936 - HOLIDAY GOO INC					
100-1605-7730	HOLIDAY GOO INC	Eggfest 2023 Easter Eggs	20008		707.41
Vendor 4936 - HOLIDAY GOO INC Total:					707.41
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plywood-Sports Park Electrical Repair	8032515		265.35
100-1610-7618	HOME DEPOT CREDIT SERVICES	Plumbing/Shop Tools	2044228		184.24
100-1610-7618	HOME DEPOT CREDIT SERVICES	Shop Tools/FC Wall Repair	1970173		96.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	2022091		454.94
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	7625294		63.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	7023382		445.37
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	5301305		50.67
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	9741598		51.07
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	2741809		15.68
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,626.56
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7735	J & J SPORTS & TROPHIES	TC 3 on 3 Tournament T-Shirts	29410		474.08
Vendor 0594 - J & J SPORTS & TROPHIES Total:					474.08
Vendor: T4599 - JERRY HARGRAVE					
100-1605-7737	JERRY HARGRAVE	Adult Excursion Refund (Harrah's Casino)	2000318.005		32.90
Vendor T4599 - JERRY HARGRAVE Total:					32.90
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet/Tap Class Winter 2023	135817		1,312.50
Vendor T3851 - JOVANA VILLEGAS Total:					1,312.50
Vendor: 5828 - LAND DESIGN CONSULTANTS INC					
100-1405-7965	LAND DESIGN CONSULTANTS I...	Mel Cyn Rd Storm Water Improvement 1/2023	2301040	202316/1405-7965-Melcanyon...	5,339.49
Vendor 5828 - LAND DESIGN CONSULTANTS INC Total:					5,339.49
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Winter Storm Security 2/24/23 - 2/25/23	232399DL	202315-Flood Response & Clea...	2,294.51

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 2/16/2023	232400DL	202105-Contract Law Enforcem...	1,373.85
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					3,668.36
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 4/2023	1735-huntplaz-0423		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 5981 - MARCUS LEON BANKS SR					
100-1610-8100	MARCUS LEON BANKS SR	Electrical Upgrades for LED Message Board	000089		4,653.36
Vendor 5981 - MARCUS LEON BANKS SR Total:					4,653.36
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 3/2023	13660		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 6433 - MCGRATH RENTCORP					
100-1410-8100	MCGRATH RENTCORP	Mobile Modular 12' x 40' Storage Trailer	R20612757		5,295.45
Vendor 6433 - MCGRATH RENTCORP Total:					5,295.45
Vendor: T4598 - MIA FLORES					
100-2124	MIA FLORES	Gazebo Rent Deposit Refund	2001409.002		50.00
Vendor T4598 - MIA FLORES Total:					50.00
Vendor: 4620 - MIRACLE RECREATION EQUIPMENT CO					
100-1610-7618	MIRACLE RECREATION EQUIPM...	Playground Swing Seats	854126		2,070.51
Vendor 4620 - MIRACLE RECREATION EQUIPMENT CO Total:					2,070.51
Vendor: 6479 - NATIONAL CHAVEZ CENTER					
100-1605-7730	NATIONAL CHAVEZ CENTER	Cesar Chavez Day Speaker	3032023		300.00
Vendor 6479 - NATIONAL CHAVEZ CENTER Total:					300.00
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORP					
100-1810-7673	OCCUPATIONAL HEALTH CENTE...	DOT Physical 3/7/2023	78498477		172.50
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORP Total:					172.50
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Duarte Eggfest 2023 Petting Zoo 4/8/2023	O41030		465.00
Vendor 6286 - PARTY PRONTO INC Total:					465.00
Vendor: T3914 - PEDRO OROZCO					
100-4302	PEDRO OROZCO	Citation Refund	DU020020685		60.00
Vendor T3914 - PEDRO OROZCO Total:					60.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 4/1/23 - 4/30/23	1561978		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 6425 - PUB CONSTRUCTION INC					
100-1405-8100	PUB CONSTRUCTION INC	City Hall ADA Improvement Project	5	202102-Cap Improv-CH CDBG ...	213,514.50
100-1405-8100	PUB CONSTRUCTION INC	Change Order 5	5	202102-Cap Improv-CH CDBG ...	4,778.88
100-1405-8100	PUB CONSTRUCTION INC	Change Order 12	5	202102-Cap Improv-CH CDBG ...	5,811.32
100-2127	PUB CONSTRUCTION INC	Retention	5	202102- Retention CDBG ADA I...	-11,205.24
Vendor 6425 - PUB CONSTRUCTION INC Total:					212,899.46
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 2/2023	6018843		50.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					50.00
Vendor: T4600 - RON'S POOL SERVICE					
100-2122	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	R353		4.00
100-4004	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	R353		306.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-4903	RON'S POOL SERVICE	B/L Refund (Wrong Classification)	R353		35.00
Vendor T4600 - RON'S POOL SERVICE Total:					345.00
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	March 2023 Courier Pick-up	23030593		311.13
Vendor 6277 - SECTRAN SECURITY INC Total:					311.13
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	035658		2,625.56
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	035914		214.97
100-1610-7618	SIGNAL HILL AUTO ENTERPRISES	Janitorial Supplies	035658-01		299.81
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					3,140.34
Vendor: 0209 - SMART & FINAL					
100-1605-7737	SMART & FINAL	Adult Excursion Snacks	0272		111.62
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	0273		171.87
100-1605-7735	SMART & FINAL	TC Fashion Show Supplies	0079		185.13
100-1605-7735	SMART & FINAL	TC Boxing Event Supplies	0346		84.77
Vendor 0209 - SMART & FINAL Total:					553.39
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 2/2023	560394		2,324.33
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					2,324.33
Vendor: 2688 - STAPLES ADVANTAGE					
100-1010-7614	STAPLES ADVANTAGE	Certificate Holders	3532275103		195.03
100-1010-7614	STAPLES ADVANTAGE	Portable Desk Heater	3532275104		46.04
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3532933211		55.68
Vendor 2688 - STAPLES ADVANTAGE Total:					296.75
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 2/2023	3202023		6,056.00
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					6,056.00
Vendor: 5351 - SUPERIOR PRESS					
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	4656527		98.96
Vendor 5351 - SUPERIOR PRESS Total:					98.96
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 2/2023	17750		3,607.40
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,607.40
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICES...	Spring 2023 City News	6010		8,888.75
100-1605-7739	THE SAUCE CREATIVE SERVICES...	Eggfest 2023 Instagram Post	6038		175.00
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					9,063.75
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH Fortinet Cybersecurity 1/17/2023 - 1/16/2024	20056		1,510.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					1,510.00
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Meeting w/City of Hope 2/1/23 (Mikomi Sushi)	2272023BV		56.12
100-1205-7610	U.S. BANK	Meeting w/Captain Reyes (The Habit Burger)	2272023BV		23.12
100-1205-7614	U.S. BANK	Office Supplies (Target)	2272023BV		37.22
100-1205-7615	U.S. BANK	EOC Volunteer Lunch 2/23/23 (Subway)	2272023BV	202315-Flood Response & Clea...	114.88
100-1205-7615	U.S. BANK	EOC Volunteer Lunch Chips (Smart & Final)	2272023BV	202315-Flood Response & Clea...	11.49
100-1205-7655	U.S. BANK	Phone Case (Amazon)	2272023BV		27.55
100-1205-7655	U.S. BANK	EOC Online Database (Dropbox)	2272023BV		119.88
100-1205-7779	U.S. BANK	A-Team Event Tickets 2/1/23 (Kids Empire)	2272023BV		854.00
100-1205-7779	U.S. BANK	DART Art Class Snacks (Target)	2272023BV		34.73

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	Job Shadow Day Youth Snacks (Target)	2272023BV		37.79
100-1205-7779	U.S. BANK	DART Meeting 1/25/23 (Little Caesars)	2272023BV		56.16
100-1205-7779	U.S. BANK	DART Event 2/15/23 (In-N-Out Burger)	2272023BV		58.36
100-1205-7779	U.S. BANK	DART Event Tickets 2/20/23 (CA Science Ctr)	2272023BV		80.11
100-1205-7779	U.S. BANK	A-Team Event Food 2/1/23 (Little Caesars)	2272023BV		102.96
100-1205-7779	U.S. BANK	DART Event Dinner 2/20/23 (Won Kok Restaurant)	2272023BV		309.64
100-1205-7779	U.S. BANK	DART Event Lunch 2/20/23 (McDonalds)	2272023BV		146.22
100-1205-7779	U.S. BANK	Basketball Game Prizes (Target)	2272023BV		222.00
100-1205-7780	U.S. BANK	Emily Lepone Animal Control Training (CalAnimals)	2272023BV		25.00
100-1205-7980	U.S. BANK	DART Trip Lodging 2/24/23-2/26/23 (Airbnb)	2272023BV		1,433.10
100-1205-7980	U.S. BANK	Marijuana Dispensary Search Warrant (Raffi's)	2272023BV		378.16
100-1205-7980	U.S. BANK	EOC Operations 2/22/23 (Chili's)	2272023BV	202315-Flood Response & Clea...	179.59
100-1205-7980	U.S. BANK	2165 Hunt Dr Warrant Food (Tropicana Mkt)	2272023BV		170.86
Vendor 4484 - U.S. BANK Total:					4,478.94
Vendor: 5907 - ULINE					
100-1610-7618	ULINE	Janitorial Supplies	160028739		475.49
Vendor 5907 - ULINE Total:					475.49
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Yard 1/2023	30300983		162.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 2/2023	31292329		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Fitness Ctr/Pool 2/2023	31292330		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 2/2023	31292335		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 2/2023	31292336		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Yard 2/2023	31293932		162.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 2/2023	31292344		73.25
100-1610-7652	WESTERN EXTERMINATOR CO...	Mosquito Program Maint-Teen Ctr 2/2023	31294393		179.20
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					870.25
Vendor: 5205 - YVETTE M LABAN					
100-1605-7756	YVETTE M LABAN	Instructor Fee-SC Yoga Winter 2023	03022023		480.00
Vendor 5205 - YVETTE M LABAN Total:					480.00
Fund 100 - GENERAL FUND Total:					375,322.12
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	3301-1010562		288.09
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					288.09
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7896	WEST COAST ARBORISTS INC	Citywide Tree Planting	197088		2,985.20
Vendor 1521 - WEST COAST ARBORISTS INC Total:					2,985.20
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,273.29

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	FY23 CDBG City Hall ADA Improvements 2/2023	7764	202102-CDBG ADA Improv Proj...	3,249.00
Vendor 5438 - LDM ASSOCIATES INC Total:					3,249.00
Vendor: 6425 - PUB CONSTRUCTION INC					
260-2127	PUB CONSTRUCTION INC	Retention	5	202102-Retention-CDBG ADA I...	-8,991.48
260-2605-8062	PUB CONSTRUCTION INC	Change Order 10	5	202102-Exp-CDBG ADA Improv...	6,000.00
260-2605-8062	PUB CONSTRUCTION INC	City Hall ADA Improvement Project 1/1/23 - 2/17/23	5	202102-Exp-CDBG ADA Improv...	155,138.00
260-2605-8062	PUB CONSTRUCTION INC	Change Order 11	5	202102-Exp-CDBG ADA Improv...	18,691.55
Vendor 6425 - PUB CONSTRUCTION INC Total:					170,838.07
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					174,087.07
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 3/1/2023 - 3/31/2023	FBN4691562		527.38
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,609.56
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 1/2023 2301462			54.33
Vendor 0903 - CITY OF MONROVIA Total:					54.33
Fund 440 - PROPOSITION A TRANSIT FUND Total:					54.33
Grand Total:					554,346.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	375,322.12
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,273.29
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	174,087.07
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	54.33
Grand Total:	554,346.37

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	241.07
100-1010-7670	Legal Notices	2,324.33
100-1010-7965	Professional Services	5,062.50
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7719	Volunteer Recognition	30.87
100-1205-7610	Travel, Mtgs & Conf	79.24
100-1205-7614	Office Supplies	41.54
100-1205-7615	Emergency Supplies	126.37
100-1205-7650	Vehicle Maintenance	1,504.32
100-1205-7655	Emergency Services	147.43
100-1205-7761	Parking Ticket Collect	6,056.00
100-1205-7779	Youth Programs	1,901.97
100-1205-7780	Animal Control	3,108.62
100-1205-7781	Contract Law Enforcement	10,243.55
100-1205-7782	Crossing Guard Contract ...	5,643.08
100-1205-7980	Other Expenses	2,161.71
100-1405-7614	Office Supplies	55.68
100-1405-7650	Vehicle Maintenance	18.60
100-1405-7965	Professional Services	5,339.49
100-1405-7980	Other Expenses	1,737.50
100-1405-8100	Other Capital Improveme...	224,104.70
100-1410-7650	Vehicle Maintenance	574.74
100-1410-7814	Graffiti Removal	3,607.40
100-1410-8100	Other Capital Improveme...	5,295.45
100-1605-7614	Office Supplies	12.03
100-1605-7650	Vehicle Maintenance	352.17
100-1605-7730	Special Events	3,047.41
100-1605-7733	Senior Center	1,957.54
100-1605-7735	Teen Center	1,005.62
100-1605-7736	Youth & Adult Recreation...	3,423.00
100-1605-7737	Adult Excursions	144.52
100-1605-7739	Publicity	9,233.54
100-1605-7741	Sports/Playground Progr...	18.14
100-1605-7756	Senior Recreation Classes	706.80
100-1610-7616	Pool Supplies	95.00
100-1610-7618	Building Supplies	9,852.49
100-1610-7636	Uniforms	95.77
100-1610-7650	Vehicle Maintenance	704.33
100-1610-7652	Building Maint Services	15,898.16
100-1610-8100	Other Capital Improveme...	4,653.36
100-1805-7653	Bank Charges	410.09
100-1810-7660	Other Services	32.00
100-1810-7673	Physical Exams	172.50
100-1815-7820	Finance Software	16,400.00
100-1815-7821	Network & Internet Servi...	1,510.00
100-1815-7965	Professional Services	12,500.00
100-1825-7980	Other Expenses	0.87
100-1830-8100	Vehicle Replacement (Cap...	18,286.86

Account Summary

Account Number	Account Name	Payment Amount
100-2120	Refundable Deposits	500.00
100-2121	Pass Through Deposits	4,004.00
100-2122	Disability Access & Educ P...	4.00
100-2124	Gazebo Refundable Depos...	50.00
100-2125	Metro Pass Through (TAP)	50.00
100-2127	Retention Payable	-11,205.24
100-4004	Business License Tax	306.00
100-4302	Parking Citations	60.00
100-4903	Business Lic Appl Fees	35.00
240-2405-7888	Repairs-Citywide	288.09
240-2410-7896	Tree Planting-Citywide	2,985.20
260-2127	Retention Payable	-8,991.48
260-2605-8061	ADA Curb Ramps (Capital)	3,249.00
260-2605-8062	ADA Improvements	179,829.55
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7650	Vehicle Maintenance	54.33
Grand Total:		554,346.37

Project Account Summary

Project Account Key	Payment Amount
None	155,132.03
202102- Retention CDBG ADA Improvement	-11,205.24
202102-Cap Improv-CH CDBG ADA Improvement	224,104.70
202102-CDBG ADA Improv Project	3,249.00
202102-Exp-CDBG ADA Improvement	179,829.55
202102-Retention-CDBG ADA Improv Project	-8,991.48
202105-Contract Law Enforcement	1,373.85
202217-Dep-Westminster Garden/Morrison House Proj	2,914.00
202315-Flood Response & CleanUp Emergency Supplies	126.37
202315-Flood Response & CleanUp/ Other Expenses	179.59
202315-Flood Response & CleanUp-Contract Law	2,294.51
202316/1405-7965-Melcanyon Debris Catch Basin	5,339.49
Grand Total:	554,346.37

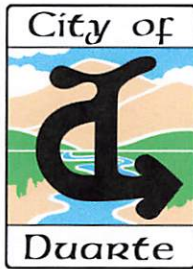


PUBLIC SAFETY STATUS REPORT March 2023



PROJECT/PROGRAM STATUS	
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	We are currently down 27.45% in Part 1 crimes. Stolen vehicles and assaults are significantly down.
2. Special Assignment Team	The Special Assignment Team has been following up with robbery and vandalism crimes and have made arrests related to these crimes. They have also been focusing their attention on the nuisances related to the vacant spaces in the Big Lots shopping center.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018. Tony's unofficial homeless count for the month is 21. Code Enforcement Officer Emily Lepone began her assignment on October 3, 2022. She has been enforcing shopping cart, property in the public right of way violations, and nuisances within the Big Lots Shopping Center.
2. L.A. CADA	The L.A. CADA high acuity team (homeless for longer than one year) started working every Tuesday in the City of Duarte on August 2, 2022. The L.A. CADA supplemental program (recently homeless or at risk of being homeless) began working in the City on Thursday, September 22, 2022. Both teams combined, have housed 6 individuals since they began working in the City.
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020) *awaiting results of 2023 count
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center	The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is still no end date for COVID – 19 operations or the declared emergency. We are working with Area D, surrounding cities, and staff to determine the City of Duarte's possible end date. On January 10, 2023, City Council adopted Resolution No. 23-01 declaring a local emergency due to sever winter storms. This emergency

PROJECT/PROGRAM	STATUS
	will remain in effect through the clean up and mitigation phase in preparation for additional storms.



AGENDA REPORT

MEETING DATE: March 28, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Approval of Civica Law Group, APC, Agreement for Municipal Citation Legal Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services

FISCAL IMPACT: Funding for this Agreement was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP

BACKGROUND

Matt Silver and his team have provided code enforcement legal services to the City since 2015. Matt and members of his team are transitioning to a new law firm, Civica Law Group, APC, and Silver & Wright LLP will discontinue operations. The attorneys who currently service the City will continue servicing the City via Civica Law Group, and the rate with the City would remain the same, should the City choose to remain with Matt Silver and contract with Civica Law Group.

DISCUSSION/ANALYSIS

Under the proposed Agreement, the Civica Law Group, APC, (“Civica”) will provide the City with legal advice, representation and assistance regarding Los Angeles Sheriff’s Department or City-issued criminal citations based on the City of Duarte Municipal Code, and will act as the City Prosecutor on the City’s behalf for Municipal Code violations.

For all legal services provided in this Agreement, the City will pay Civica a flat fee in the amount of \$6,000 per month, which will be paid in equal monthly installments. This flat fee excludes services for trials and writs/appeals, given their unpredictable and unforeseeable nature, and excludes costs as provided in Section 3.4 of the Agreement, which will be reimbursed separately by the City. For the legal services referenced above that are not included in the flat rate, the City will pay Civica at the blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks, which rates shall increase by 3% rounded to the nearest dollar on January 1 of each year.

Civica will perform all legal services required under this Agreement as an independent contractor of the City and will remain a wholly independent contractor of the City with only such obligations as are required under this Agreement.

The term of this Agreement will commence on the Effective Date set forth in this Agreement and will continue in full force and effect until terminated as provided herein. This Agreement may be terminated at any time upon thirty (30) days' written notice, from the date of receipt, from either Party, with or without cause.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Municipal Citation Legal Services.

FISCAL IMPACT

Funding for this Agreement was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP.

ATTACHMENTS

Attachment - Agreement for Municipal Citation Legal Services

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and effective as of March 1, 2023 ("**Effective Date**"), by and between the City of Duarte ("**City**"), and Civica Law Group, APC, a California professional corporation engaged in the practice of law in the State of California ("**Consultant**"). City and Consultant may sometimes herein be referred to individually as a "**Party**" and collectively as the "**Parties**." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide legal services for code enforcement-related matters as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until terminated pursuant to the provisions of this Agreement.

3. SERVICES, PERFORMANCE, AND TRANSFERS

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide code enforcement legal services. The services are more particularly described in the "**Scope of Services**," which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the "**Services**" or "**Work**." In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or

in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required

by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Public Safety Services Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Managing Partner Matthew Silver, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within thirty (30) days following the end of each month, showing actual Services performed. The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Consultant shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

D. The City shall reimburse Consultant for all costs and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research costs, litigation guarantee costs, legal research costs, printing and document reproduction at \$0.16 for black and white and \$0.60 for color, travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of

said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 5, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("**Claims**") adjudged to be arising out of, or pertaining to, Consultant's negligent acts, errors or omissions, or willful misconduct. Consultant shall defend any action or actions filed in connection with any such liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims due to Consultant's negligent acts, errors or omissions, or willful misconduct for Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

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

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

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant

shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Notwithstanding the foregoing, for purposes of any legal claims against Consultant arising from its provision of services to the City pursuant to this Agreement, Consultant shall be entitled to all defenses provided by law to City officials and prosecutors, and to City's statutory duties to the Office of the City Prosecutor pursuant to Government Code section 825 for providing a defense, hold harmless, and full indemnity to Consultant for actions within the scope of its engagement hereunder. This shall not in any way create a duty for the City for actions or claims arising from Consultant's legal malpractice.

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

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
Attn: Public Safety Services Director
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Civica Law Group, APC
Attn: Chief Operating Officer
4000 Barranca Parkway
Suite 250, PMB 782
Irvine, CA 92604
(949) 592-0165

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties

concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

B. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of

Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

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

25. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

[Signatures on following page.]

CITY OF DUARTE

Mayor Jody Schulz

Date: _____

**CONSULTANT
CIVICA LAW GROUP**



Matthew R. Silver

Managing Partner

Tax ID No.: 92-2415447

Date: 3/20/23

ATTEST

City Clerk

Date: _____

**APPROVED AS TO FORM
RUTAN & TUCKER, LLP**

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

Services

Consultant shall provide legal advice, representation and assistance to the City regarding Los Angeles Sheriff's Department or City-issued criminal citations based on the City of Duarte Municipal Code ("Municipal Code"), and shall act as the City Prosecutor on the City's behalf for Municipal Code violations. Consultant shall report on a regular basis to the City regarding the status and dispositions of cases referred to Consultant.

Fee

For all legal services provided in this Agreement, the City will pay Consultant a flat fee of \$6,000 per month. This flat fee excludes services for trials, writs, and appeals and costs described in Paragraph 5(D) of the Agreement. For fees not included in the monthly flat fee, the City shall pay Consultant the blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks, which rates shall increase by 3% rounded to the nearest dollar on January 1 of each year to offset rising costs.

Consultant's employment and compensation is in no way contingent on any result or outcome, or its exercise of its prosecutorial discretion in determining whether or how to file cases referred to it or prosecutions or dispositions thereof. Consultant cannot and does not represent, promise or guarantee any particular outcome. Consultant shall correspond closely with, receive direction and input, to the extent provided by law, from, and provide regular updates to appropriate City staff on matters handled by the Consultant.

Cooperation and Information Sharing

The City consents to the transfer of all files to Consultant for matters referred by City to Consultant. The services of Consultant shall be performed expeditiously in light of the purposes of this Agreement. Consultant shall follow all procedures as established by the City consistent with its duties. Consultant shall work cooperatively with staff and keep them informed on all matters of importance as they arise.

Consultant will fully cooperate with the City and will regularly keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance. Consultant will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Consultant to perform their obligations under this Agreement.

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.



AGENDA REPORT

MEETING DATE: March 28, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Approval of Civica Law Group, APC, Agreement for Code Enforcement Legal Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services

FISCAL IMPACT: Funding for this Agreement with Civica Law Group, APC, was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP

BACKGROUND

Matt Silver and his team have provided code enforcement legal services to the City since 2015. Matt and members of his team are transitioning to a new law firm, Civica Law Group, APC, and Silver & Wright LLP will discontinue operations. The attorneys who currently service the City will continue servicing the City via Civica Law Group, and the rate with the City would remain the same, should the City choose to remain with Matt Silver and contract with Civica Law Group.

DISCUSSION/ANALYSIS

Under the proposed Agreement, the Civica Law Group, APC, ("Civica") will provide the City with advice and representation on code enforcement and other matters as assigned. Civica will report on a regular basis to the City on all client-related matters, and shall handle matters subject to the input, oversight and direction of City staff.

For all legal services provided in this Agreement, the City will pay Civica at the blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks. These rates will increase by 3% rounded to the nearest dollar on January 1 of each year.

Civica will perform all legal services required under this Agreement as an independent contractor of the City and will remain a wholly independent contractor of the City with only such obligations as are required under this Agreement.

The term of this Agreement will commence on the Effective Date set forth in this Agreement and will continue in full force and effect until terminated as provided herein. This Agreement may be terminated at any time upon thirty (30) days' written notice, from the date of receipt, from either Party, with or without cause.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Civica Law Group, APC, Agreement for Code Enforcement Legal Services.

FISCAL IMPACT

Funding for this Agreement with Civica Law Group, APC, was included in the FY 2022-23 General Fund Expense Account 1015-7684 under the previously approved agreement with Silver and Wright, LLP.

ATTACHMENTS

Attachment - Agreement for Code Enforcement Legal Services

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of March 1, 2023 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Civica Law Group, APC, a California professional corporation engaged in the practice of law in the State of California (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide legal services as the City’s Prosecutor as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until terminated pursuant to the provisions of this Agreement.

3. SERVICES, PERFORMANCE, AND TRANSFERS

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide legal services as the City’s Prosecutor. The services are more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or

in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required

by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Public Safety Services Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Managing Partner Matthew Silver, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within thirty (30) days following the end of each month, showing actual Services performed. The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City, Consultant shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

D. The City shall reimburse Consultant for all costs and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research costs, litigation guarantee costs, legal research costs, printing and document reproduction at \$0.16 for black and white and \$0.60 for color, travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of

said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 5, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("Claims") adjudged to be arising out of, or pertaining to, Consultant's negligent acts, errors or omissions, or willful misconduct. Consultant shall defend any action or actions filed in connection with any such liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims due to Consultant's negligent acts, errors or omissions, or willful misconduct for Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

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

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

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant

shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
Attn: Public Safety Services Director
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Civica Law Group, APC
Attn: Chief Operating Officer
4000 Barranca Parkway
Suite 250, PMB 782
Irvine, CA 92604
(949) 592-0165

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either

Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

B. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work

under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

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

25. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

[Signatures on following page.]

CITY OF DUARTE

Mayor Jody Schulz

Date: _____

**CONSULTANT
CIVICA LAW GROUP**



Matthew R. Silver

Managing Partner

Tax ID No.: 92-2415447

Date: 3/20/23 _____

ATTEST

City Clerk

Date: _____

**APPROVED AS TO FORM
RUTAN & TUCKER, LLP**

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

Services

Consultant shall provide legal services, advice and representation to City on code enforcement and other matters as assigned to Consultant by City. Consultant shall report on a regular basis to the City regarding matters assigned to Consultant, and shall handle matters subject to the input, oversight and direction of City staff.

Fee

For all legal services provided in this Agreement, the City will pay Consultant a blended rate of \$243 per hour for attorney representation and \$153 per hour for paralegals and clerks, which rates shall increase by 3% rounded to the nearest dollar on January 1 of each year to offset rising costs.

Cooperation and Information Sharing

The City consents to the transfer of all files to Consultant for matters referred by City to Consultant. The services of Consultant shall be performed expeditiously in light of the purposes of this Agreement. Consultant shall follow all procedures as established by the City consistent with its duties. Consultant shall work cooperatively with staff and keep them informed on all matters of importance as they arise.

Consultant will fully cooperate with the City and will regularly keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance. Consultant will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Consultant to perform their obligations under this Agreement.

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

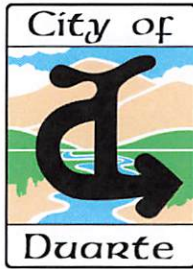
(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.



AGENDA REPORT

MEETING DATE: March 28, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for the FY 22-23 Street Rehabilitation Project

RECOMMENDATION: It is recommended that the City Council: 1) Approve the award of contract for the FY 22-23 Street Rehabilitation Project to All American Asphalt in the amount of \$794,222.00; 2) approve a budget amendment to use additional SB1 funds in the amount of \$73,644.00.

FISCAL IMPACT: The FY 22-23 Street Rehabilitation Project was included in the 2022/2023 Capital Improvement Program Budget and will be funded by SB1 and Measure R allocations. The project cost is \$873,644.00 which is the total contract amount with a 10 percent contingency.

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. In 2021, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis. When compiling a list for the Fiscal Year 22-23 Street Rehabilitation Project, staff determined the best applications and locations for this year's Street Rehabilitation Project.

The Fiscal Year 22-23 Street Rehabilitation Project consists of the following street segments:

1. Hacienda Dr from Las Lomas Rd to Encanto Pkwy
2. San Pablo Wy from Hacienda Dr to Hacienda Dr
3. San Juan Cir from Hacienda Dr to End St
4. Bernardo Cir from San Pablo Wy to End St
5. Tocino Dr from San Pablo Wy to End St
6. Calle Del Norte from Hacienda Dr to End St

7. Santa Barbara Cir from Hacienda Dr to End St
8. Santa Maria Cir from Hacienda Dr to End St
9. Vista Laguna Cir from Hacienda Dr to End St
10. San Marcus Ln from Hacienda Dr to End St
11. Sorrento Cir from Hacienda Dr to End St
12. Rancho Rd from Hacienda Dr to End St
13. Vista Mesa Ct from Rancho Rd to End St
14. Paseo Grande Cir from Rancho Rd to End St
15. Vista Verde Cir from Rancho Rd to End St
16. Greenbank Ave from Treefern Dr to Royal Oaks Dr
17. Freeborn St from Greenbank Ave to Mel Canyon Rd
18. Mel Canyon Rd from Freeborn St to Royal Oaks Dr
19. Fieldview Ave from Treefern Dr to Freeborn St
20. Treefern Dr from Greenbank Ave to End St
21. Bettyhill Ave from Treefern Dr to End St
22. Gardi St from Fieldview Ave to End St
23. Melcanyon Rd. from Royal Oaks Dr. to Brookridge Rd.
24. Opal Canyon Rd. from Melcanyon Rd. to Brookridge Rd.
25. Brookridge Rd. from Melcanyon Rd. to Tannen Crest Rd.
26. Bettyhill Ave. from Deerlane Dr. to End of Street
27. Deerlane Dr. from Greenbank Ave. to Melcanyon Rd.

DISCUSSION/ANALYSIS

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

On March 7, 2023, the bids were received electronically. The results are as follows:

1	All American Asphalt	\$	794,222.00
2	Hardy & Harper, Inc	\$	814,700.00
3	Vance Corporation	\$	831,393.75
4	Sequel Contractors, Inc	\$	896,360.00
5	PALP dba Excel Paving Company	\$	898,935.00
6	Sully Miller	\$	935,000.00
7	EBS General Engineering, Inc	\$	953,960.00
8	Toro Enterprises, Inc	\$	971,885.00
9	ONYX Paving Company, Inc	\$	999,000.00

The lowest responsible and responsive bidder is All American Asphalt. They have successfully completed multiple similar projects in various cities including Compton, Westminster, Alhambra and Norwalk.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A 10 percent contingency has been added to this contract and shall only be used if deemed necessary by staff.

RECOMMENDATION

It is recommended that the City Council: Approve the award of contract for the FY 22-23 Street Rehabilitation Project to All American Asphalt in the amount of \$794,222.00; approve a budget amendment to use additional SB1 funds in the amount of \$73,644.00.

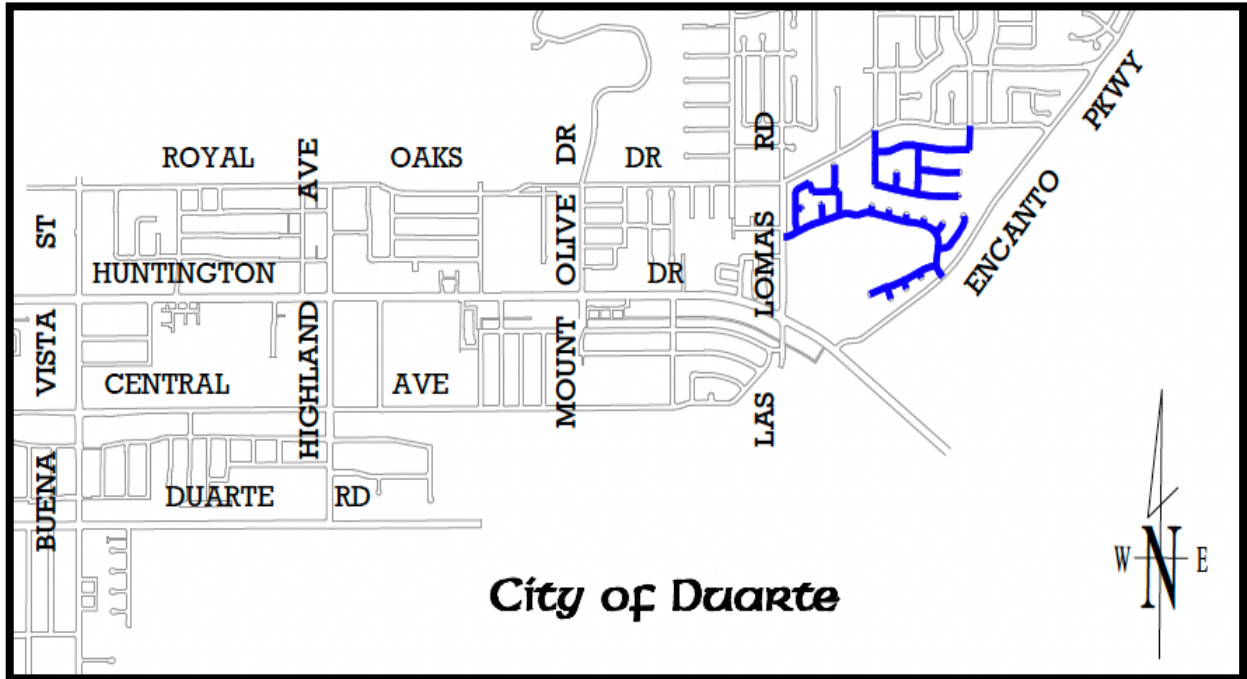
FISCAL IMPACT

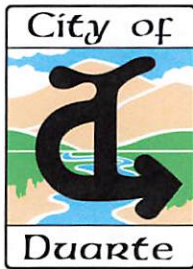
The FY 22-23 Street Rehabilitation Project was included in the 2022/2023 Capital Improvement Program Budget to be funded by SB1 and Measure R Allocations. The project cost is \$873,644.00 which is the total contract amount with a 10 percent contingency.

ATTACHMENTS

Attachment A: Project Map

Attachment A





AGENDA REPORT

MEETING DATE: March 28, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Adopt Plan for Fiscal Year 2023-24 SB1 Funding: The Road Repair and Accountability Act of 2017 Project List

RECOMMENDATION: It is recommended that City Council adopt Resolution No. 23-05, list of projects for Fiscal Year 2023-24 funded by SB1: The Road Repair and Accountability Act of 2017

FISCAL IMPACT: The Fiscal Year 2023-24 Street Rehabilitation Project's estimated cost is \$750,000. This annual project has been approved in the 5-year CIP Budget and will be funded by SB1 and Measure R

BACKGROUND

Senate Bill 1 (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 created a new permanent funding source for road maintenance and rehabilitation projects for cities and counties. Each year, cities and counties must adopt via resolution, a project list comprised of proposed SB 1 funded projects. For the upcoming fiscal year, the project list must be submitted to the California Transportation Commission (CTC) to be eligible for SB 1 funding.

In January 2021, the City updated its pavement management study. The pavement management study reviewed each street in Duarte and provided a pavement condition index (PCI) for each stretch of roadway. When compiling a list for the FY 2023-24 Street Rehabilitation Project, staff focused on streets that had a PCI within the range of 41-70 (Poor to Fair Condition).

DISCUSSION/ANALYSIS

The FY 2023-24 Street Rehabilitation Project will consist of sections of roadways to be resurfaced with an estimated useful life of 20-25 years. The preliminary Engineer's estimate for this work is \$750,000. SB 1 funds from FY 2023-24 and prior SB1 funds will provide most of the funding for the project, the remaining amount will be covered under Measure R. The City will receive an estimated \$535,861.00 in SB 1 funding during Fiscal Year 2023-24. Construction is estimated to begin in November 2023 and be completed in April of 2024.

The - FY 2023-24 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

Street Overlay and Type II Slurry Seal– Estimated useful Life 20-25 years

Street Name	From	To
BASHOR ST	EDIE DR	CRESTFIELD DR
BASHOR ST	LIVERMONT LN	EDIE DR
BASHOR ST	MOUNT OLIVE DR	LIVERMONT LN
BEARDSLEE ST	LIVERMONT LN.	LIVERMONT LN.
BLOOMDALE ST	CRESTFIELD DR	FERNLEY DR
CRESTFIELD DR	BASHOR ST	END ST SOUTH
CRESTFIELD DR	BASHOR ST	END ST NORTH
EDIE DR	BASHOR	END ST SOUTH
LIVERMONT LN	BASHOR ST	OAKHAVEN DR
LIVERMONT LN	BEARDSLEE ST	BASHOR ST
LIVERMONT LN	OAKHAVEN DR	ROYAL OAKS DR
MAYNARD DR	CRESTFIELD DR	FERNLEY DR
OAKHAVEN DR	MOUNT OLIVE DR	LIVERMONT LN
OAKHAVEN DR	RANDOM LN	END ST
RANDOM LN	OAKHAVEN LN	END ST
SESMAS ST	MOUNT OLIVE DR	LIVERMONT LN
EDIE DR	BASHOR	END ST NORTH
OAKHAVEN DR	ROYAL OAKS DR	RANDOM LN
RANDOM LN	OAKHAVEN LN	ROYAL OAKS DR
ROYAL OAKS DR	BRADBOURNE AVE	OAKHAVEN DR
ROYAL OAKS DR	BRINSEY AVE	VINEYARD AVE
ROYAL OAKS DR	CRESTFIELD DR	FRANCITA AVE
ROYAL OAKS DR	FRANCITA AVE	BRINSEY AVE
ROYAL OAKS DR	LIVERMONT LN	CRESTFIELD DR
ROYAL OAKS DR	MOUNT OLIVE DR	LIVERMONT LN
ROYAL OAKS DR	OAKHAVEN DR	RANDOM LN
ROYAL OAKS DR	RANDOM LN	MOUNT OLIVE DR
ROYAL OAKS DR	VINEYARD AVE	LAS LOMAS RD

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 23-05, list of projects for Fiscal Year 2023-24 funded by SB1: The Road Repair and Accountability Act of 2017.

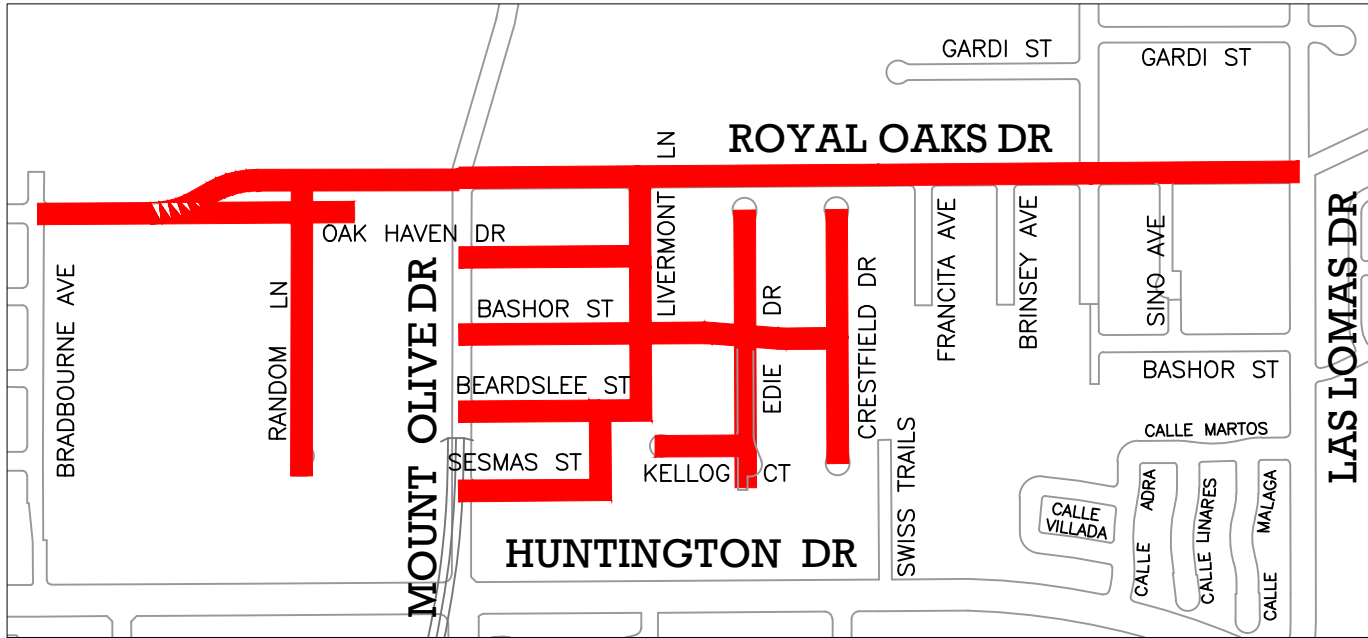
FISCAL IMPACT

The Fiscal Year 2023-24 Street Rehabilitation Project's estimated cost is \$750,000. This annual project has been approved in the 5-year CIP Budget and will be funded by SB1 and Measure R.

ATTACHMENTS

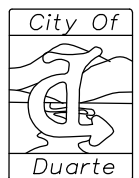
“Attachment A” - Project Map

“Attachment B” – Resolution No. 23-05



SB1 FY 23-24

STREET REHABILITATION PROJECT



RESOLUTION NO. 23-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 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 \$489,105 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the 6th 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 2023-24 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

Fiscal Year 2023-24 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. This project is primarily funded with RMRA funds and supplemental funds using Measure R. Construction is estimated to begin in November 2023 and completed in April 2024.

Street Overlay and Type II Slurry Seal – Estimated useful Life 20-25 years

Street Name	From	To
BASHOR ST	EDIE DR	CRESTFIELD DR
BASHOR ST	LIVERMONT LN	EDIE DR
BASHOR ST	MOUNT OLIVE DR	LIVERMONT LN
BEARDSLEE ST	LIVERMONT LN.	LIVERMONT LN.
BLOOMDALE ST	CRESTFIELD DR	FERNLEY DR
CRESTFIELD DR	BASHOR ST	END ST SOUTH
CRESTFIELD DR	BASHOR ST	END ST NORTH
EDIE DR	BASHOR	END ST SOUTH
LIVERMONT LN	BASHOR ST	OAKHAVEN DR
LIVERMONT LN	BEARDSLEE ST	BASHOR ST
LIVERMONT LN	OAKHAVEN DR	ROYAL OAKS DR
MAYNARD DR	CRESTFIELD DR	FERNLEY DR
OAKHAVEN DR	MOUNT OLIVE DR	LIVERMONT LN
OAKHAVEN DR	RANDOM LN	END ST
RANDOM LN	OAKHAVEN LN	END ST
SESMAS ST	MOUNT OLIVE DR	LIVERMONT LN
EDIE DR	BASHOR	END ST NORTH
OAKHAVEN DR	ROYAL OAKS DR	RANDOM LN
RANDOM LN	OAKHAVEN LN	ROYAL OAKS DR
ROYAL OAKS DR	BRADBOURNE AVE	OAKHAVEN DR

ROYAL OAKS DR
ROYAL OAKS DR
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ROYAL OAKS DR
ROYAL OAKS DR
ROYAL OAKS DR
ROYAL OAKS DR
ROYAL OAKS DR

BRINSEY AVE
CRESTFIELD DR
FRANCITA AVE
LIVERMONT LN
MOUNT OLIVE DR
OAKHAVEN DR
RANDOM LN
VINEYARD AVE

VINEYARD AVE
FRANCITA AVE
BRINSEY AVE
CRESTFIELD DR
LIVERMONT LN
RANDOM LN
MOUNT OLIVE DR
LAS LOMAS RD

PASSED, APPROVED, AND ADOPTED this 28th day of March 2023.

Jody Schulz , Mayor

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-05 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of March 2023, by the following vote:

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

Annette Juarez, City Clerk



City of Duarte

1600 Huntington Drive, Duarte, CA 91010 | Tel (626) 357-7931 | Fax (626) 358-0018 | accessduarte.com

March 14, 2023

The Honorable Nancy Skinner
Chair, Senate Budget and Fiscal Review Committee
1021 O Street, Suite 8630
Sacramento, CA 95814

The Honorable Philip Ting
Chair, Assembly Budget Committee
1021 O Street, Suite 8230
Sacramento, CA 95814

The Honorable Roger Niello
Vice Chair, Senate Budget and Fiscal Review Committee
1021 O Street, Suite 7110
Sacramento, CA 95814

The Honorable Vince Fong
Vice Chair, Assembly Budget Committee
1021 O Street, Suite 4630
Sacramento, CA 95814

RE: FY 2023-24 California State Budget

Dear Senator Skinner, Senator Niello, Assembly Member Ting, and Assembly Member Fong:

In the spirit of a strong state and local government partnership that benefits all Californians, the City of Duarte respectfully calls on the state and lawmakers to take action to bolster local government efforts to support our most vulnerable residents and ensure California's economic strength.

City officials are on the front lines delivering essential services to more than 80% of the state's residents. They rely on collaborative partnerships with the state and other organizations to meet the challenges facing our communities. Every day, local leaders connecting individuals experiencing homelessness with wraparound services, delivering permanent supportive housing, and jumpstarting the construction of affordable housing in their communities. Clearly there's more work to do and that requires additional resources.

The City of Duarte calls on the Legislature to make **a permanent funding stream of \$3 billion annually for cities to help more Californians find homes** and prevent more Californians from having to live on the streets, under bridges, or in their cars.

Tougher fiscal times can exacerbate the challenges our communities face by contributing to a downturn in the production of affordable housing, an increase in the struggle for resources for unhoused residents, and ever-increasing economic inequity. In the face of another potential recession, we cannot afford for these gaps to widen.

An ongoing \$3 billion investment from the state can spur much-needed housing production, ensure that thousands more Californians experiencing homelessness get the support they need, and more importantly, prevent thousands more from losing their homes. This funding will further our state-local partnership to advance practical, data-driven, and effective strategies to two of the state's biggest challenges.

The City of Duarte actively participates in robust partnerships with the San Gabriel Valley Council of

Governments and neighboring cities for outreach services to our unhoused neighbors and encampment resolution. We have also administered a prevention/diversion program to assist in those in our city from becoming homeless. Despite our best efforts, a small contract city such as Duarte has limited staff and resources for these long-term programs, further necessitating the strong state-local partnerships we are requesting in this letter.

It is also time for the state to finally pay down its growing backlog of unreimbursed claims — **nearly \$1 billion — owed to local governments for state-mandated programs**. The vitality of local governments is dependent upon fiscal stability, and local governments rely on the state to reimburse them in a timely manner for costs related to delivering a wide range of state-mandated programs.

Equally important, the City of Duarte strongly opposes any action that would reduce or eliminate funding for local governments as a short-term solution to balance the 2023-24 state budget. Diverting funding would only compound cities' financial challenges and jeopardize the delivery of critical resources to our most vulnerable residents.

We look forward to engaging with you to realize an even stronger partnership for the benefit of all Californians.

Sincerely,

Jody Schulz
Mayor
City of Duarte

Cc: The Honorable Susan Rubio (*electronically*)
The Honorable Blanca Rubio (*electronically*)
Jennifer Quan (*via email*)
League of California Cities (*via email*)



MEMORANDUM

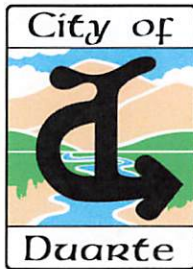
TO: Mayor and Councilmembers
FROM: Annette Juarez, City Clerk
DATE: March 23, 2023
SUBJECT: **APPROVAL OF CITY COUNCIL CONFERENCE ATTENDANCE**

1. Councilmember Vinh Truong
ICSC Las Vegas
May 21-23, 2023

<u>Registration:</u>	\$975.00
Total:	\$975.00

2. Councilmember Cesar Garcia
Southern California Association of Governments
May 4-5, 2023

Accommodations:	\$456.02
<u>Registration:</u>	\$0.00
Total:	\$456.02



AGENDA REPORT

MEETING DATE: March 28, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Professional Services Agreement with MIG for Design Services – Duarte Park Revitalization

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$54,240 for design services for the Duarte Park Revitalization Project.

FISCAL IMPACT: The cost for MIG’s professional design services is \$54,240. Funds are available from the City’s Los Angeles County Measure A fund balance and budgeted for in FY 2022/23, under Park Improvements (400-4005-8041).

BACKGROUND

At 2.96 acres, Duarte Park, located on the 1300 block of Bloomsdale Street, offers residents and neighbors park amenities that include playground equipment, picnic tables, barbecue pits, basketball courts, a recreation building, and restrooms. With connectivity to the Duarte Teen Center and Sports Park, its location lends itself to increasing our community members’ usage, physical activity, and time spent outdoors. However, the matured amenities at the site don’t necessarily encourage that notion and a small sample of park usage data in combination with residents’ feedback has only further confirmed that.

The underutilization and aged amenities, in addition to being named after the City, prompted the Parks and Recreation Commission to prioritize infrastructure improvements at Duarte Park with annual monies allocated to the City through the Los Angeles County Regional Park and Open Space District Measure A funding. Currently, the adopted budget for this fiscal year calls out for replacement of the Duarte Park playground equipment.

DISCUSSION/ANALYSIS

Infrastructure improvements to the recreation building, landscape, and playground equipment were last completed in Duarte Park in 1999. That was followed by the resurfacing of the basketball courts directly behind the park building in 2016. Much has obviously changed in terms of playground equipment since 1999, so focusing on the replacement of the playground structure and surfacing would certainly address the matured playground equipment at the park

site. However, to continue to provide high-quality recreational amenities for residents of all ages and abilities, staff is proposing to broaden the work and implement a complete park makeover.

The Duarte Park Revitalization Project looks to reactivate the site, promote health and wellness-related activities, and ensure community needs are met. The proposed project would kick-off with a site and program assessment of the existing park space, conditions, plans, and the collection of data. Once the investigative process is complete, improvements and recommendations for program elements would be generated for residents, Parks and Recreation Commission, and city staff review and confirmation. Based on that input, preliminary conceptual design plans would be presented and further refined.

Tentatively, improvements to the park site would include a new inclusive play area that meets ADA requirements, floor plans for a renovated park building for recreational classes and camps usage, new restroom building, exterior enclosed boxing area adjacent to the Teen Center for the growing Duarte Boxing program, a dog park area for small and large dogs, a basketball half court, lighting upgrades, and landscape enhancements with drought tolerant shrubs and trees. Proposed conceptual designs would then be made available for further public input and a final conceptual plan accompanied by probable cost for the project would be presented to the Parks and Recreation Commission, followed by City Council.

To assist the City in its aspiration to revitalize Duarte Park, staff has approached MIG. The MIG team believes that parks and open space are central to healthy, and active lifestyles. They design context-sensitive spaces and experiences for play, gathering, interpretation, relaxation, inspiration, and fun! With project references including the Johnny Carson Park Revitalization in the City of Burbank and the Town Center Community Park for the City of Santee to name a few, MIG is certainly positioned to timely design, plan, and assist Staff with professional design services to meet the City's wishes and reactivate Duarte Park.

RECOMMENDATION

It is recommended that the City Council: authorize the City Manager to execute this Professional Services Agreement with MIG in the amount of \$54,240 for design services for the Duarte Park Revitalization Project.

FISCAL IMPACT

The cost for MIG's professional design services is \$54,240. Funds are available from the City's Los Angeles County Measure A fund balance and budgeted for in FY 2022/23, under Park Improvements (400-4005-8041).

ATTACHMENTS

Agreement for Professional Services with MIG

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and MIG, Inc., a California corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide a site assessment and professional design services, two conceptual designs, for the Duarte Park Revitalization Project as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until August 1, 2023 or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall conduct a site assessment, indicating improvement recommendation, two (2) preliminary conceptual plans, preliminary opinion of probable construction costs, summary of comments gathered from public meetings, and a final conceptual park plan, building floor plans, and elevations, along with electronic data file. The services are more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall

pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court

costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Parks and Recreation Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Steve Lang, Principal, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$54,240, based on the Scope of Services set forth in Exhibit A.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4,

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

B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other

materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("**Claims**") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

C. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Consultant's negligent acts, errors, omissions, or willful misconduct, in performing or failing to perform Consultant's obligations under this Agreement. City in its sole and absolute discretion, may withhold any payment due to Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Consultant's obligation to pay City any sums Consultant owes City.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

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

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

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant

shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
Department of Parks & Recreation
Attn: Manuel Enriquez
1600 Huntington Drive
Duarte, California 91010

If to Consultant: MIG, Inc.
Attn: Steve Lang
109 W. Union Avenue
Fullerton, CA 92832

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

or different times, of any other rights or remedies for the same default or any other default by the other Party.

B. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. PARAGRAPH HEADINGS AND SUBHEADINGS

The paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Consultant has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

City Manager

Date: _____

CONSULTANT

MOORE, IACOPANO, COURTNAU INC.
MIC

By: Steven M. Jang

Its: PRINCIPAL

Date: 7/20/2023

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services



SUBJECT: Proposal for Design Services, Duarte Park

Contents of this proposal include a Scope of Services, Project Team, and our Professional Fees.

SCOPE OF SERVICES

We will produce a final work product that meets the objectives of the City of Duarte in terms of staff participation, resource efficiency, design quality, innovation, public safety and comfort, budget controls and completion schedules. To assure achievement of this goal, adjustments to this program can be made.

Services will include, but are not limited to the following:

PHASE I – SITE AND PROGRAM ASSESSMENT

Task 1 – Project Initiation / Project Definition

The MIG team will schedule and conduct a project initiation meeting with the City staff to review the project assignment and MIG's specific proposal in response to the City's design request. MIG will seek information from the City on any current data, survey maps, boundary surveys, reports, analysis, or drawings associated with Duarte Park renovation. We will review staff's goals and objectives, possible amendments to the project assignment, any alternatives to be considered, budgets and any subsequent refinements to the project design program. All parties are to agree on the project proposed scope of services, project schedule, budget, milestones, and meeting calendar. (1 meeting)

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | SCIENCE | TECHNOLOGY

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Offices in: California • Colorado • New York • Oregon • Texas • Washington

Task 2 - Data Collection

MIG will collect available data from the City on all key aspects of the proposed project including infrastructure/utility drawings, topographic survey, building and site record as-builts, locations of easements, geologic data and geotechnical reports, and other information relevant to existing conditions, reports, previous analyses, management and operation records, etc.

The MIG team will obtain all City of Duarte design standards, codes and ordinances to assure that the project conceptual design is in compliance with the latest City and Water District Standards.

The MIG team will base conceptual plans on existing topographic plans provided by the City or aerial photography available through the City or Google Earth. MIG can provide topographic survey if desired by the City under additional services.

Task 3- Site Reconnaissance

MIG will conduct a site reconnaissance to review site constraints and opportunities, grading boundaries, adjacent uses, existing buildings, surrounding conditions and area context. Existing site conditions and field opportunities and constraints will be considered when assessing existing conditions and preparing preliminary conceptual site and building design. (1 meeting)

Task 4- Site Assessment/Improvement Recommendations

Based on the site reconnaissance and input from City staff, MIG will prepare a written site assessment with improvement recommendations for program elements for review and confirmation by City staff. (1 meeting)

Deliverables:

- Site Assessment/Improvement Recommendations

Meetings:

- Project initiation meeting
- Site reconnaissance
- Park Maintenance meeting
- Site Assessment and Improvement Recommendations for City staff review meeting

PHASE II – CONCEPTUAL DESIGN DOCUMENTS AND SERVICES

Task 1 – Preliminary Conceptual Design Plans

Based on input from City staff, data collection, research and analysis, the MIG team will develop preliminary conceptual design plans to bring back to the City Staff for review and input for further refinement. The concept design tasks will include: exploring functional and visual relationships of desired improvements by looking at such components as facility program, uses, circulation, views/vistas, pedestrian access, existing trees, existing improvements to remain or

demolish, edge treatments, grading/drainage, landscape materials, security, lighting, preferred equipment, and perimeter improvements. The conceptual plan will address the ADA compliance needs; new inclusive playground equipment; as well as the building program elements for renovation of the existing recreation building or a new enlarged building, as discussed at our walkthrough with Manuel Enriquez.

Improvements will include the following:

- Floor plans for existing renovated and new enlarged park activity building to house summer camp activities and year-round recreation classes
- New restroom building for park users
- New inclusive play area meeting ADA requirements
- New dog park area with large and small dog areas
- ADA compliant walkway connections to existing and new facilities
- Basketball half court
- Exterior boxing area adjacent to Teen Center with fenced patio for fixed and moveable equipment workout
- Landscape enhancement with additional drought tolerant low shrubs and trees with low maintenance and security consideration

Task 2 – Preliminary Opinion of Probable Construction Costs The project team will prepare a preliminary opinion of probable construction cost, based on the conceptual plans for City Staff review.

Task 3 – Preliminary Submittal and Review by City Staff

MIG will submit preliminary conceptual plans, building floor plans, site material board exhibits and the preliminary opinion of probable construction costs for City Staff review and input. (1 meeting)

Task 4 – Public Outreach as Directed by City Staff

Based on City written clarification, MIG understands that public outreach will be a single meeting/presentation. We anticipate this meeting would be to review the proposed conceptual park improvement plan, building floor plans, and site material board exhibits for review and input. MIG will summarize public comments for City project manager review and direction. (1 meeting)

Task 5 – Final Conceptual Plans and Opinion of Probable Cost (OPC)

Based on City Staff review, community input, and City project manager direction, the MIG team will prepare final color rendered conceptual park plan, building floor plan and elevations, and site

material board exhibits. The team will update the opinion of probable cost to reflect the project refinements. The final conceptual park plan; building floor plans and elevations; site material board exhibits and OPC will be submitted to City Staff for final review and input. (1 meeting)

Task 6 – Submittal to City Staff

MIG will submit an electronic data file of the final conceptual park plan, building floor plans and elevations, site material board exhibits and the preliminary opinion of probable construction costs to the City Staff.

Task 7 – Presentation to Park & Recreation Commission and City Council

MIG will assist in the presentation to the Park & Recreation Commission and City Council for approval of the conceptual design documents. (2 meetings)

Deliverables:

- Existing Conditions Assessment
- Preliminary Conceptual Plans (2)
- Preliminary opinion of probable construction costs
- Summary of public comments from public review meeting
- Final Conceptual Park Plan and Building Floor Plans and Elevations
- Final opinion of probable construction costs
- Electronic data file of same

Meetings:

- Preliminary submittal review
- Public outreach meeting
- Final conceptual plan & opinion of probable construction cost review
- Presentations to Park & Recreation Commission and City Council
-

Assumptions and Exclusions:

1. The City will provide base data and project information “as built” or record plans. Specific items to be provided by the City include the following:
 - Site topographic plans with existing elevation contours in transferable computer format
 - Any existing geologic and soils investigation reports
 - Any existing and proposed hydrologic and drainage data, maps, and reports
 - Any other data that directly impacts the MIG Team ability to perform the conceptual design in an efficient and economic manner
 - Notes or records from previous Duarte Park outreach meetings
2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation
3. No permitting and regulatory approval included in this scope of work

PROJECT TEAM

Steve Lang, Landscape Architect, will act as the Principal-in-Charge of the project. Oscar Johnson, PLA and Senior Project Manager will oversee and direct the project team with the assistance from Deputy Project Manager, Holly de la Torre throughout the conceptual design process. Crane Architectural Group will assess the conditions of the existing recreation building and provide a concept for its renovation as well as a concept for a new expanded recreation building and new park restroom.

PROFESSIONAL FEES

The fee has been computed based on the time required to complete all required research, collect data, prepare conceptual plans, opinion of probable cost and final conceptual site and building plans as described in our scope of services.

Phase/Task	Phase/Task Description	Fees
1	Site and Program Assessment (1 month)	\$11,435
2	Conceptual Design Documents and Services (2 months)	\$42,805
Total		\$54,240

The fee has been computed based on the time required to complete all required research, collect data, preparation of conceptual site plans and conceptual plans for recreation building as described in our scope of services.

ADDITIONAL SERVICES

Additional services not identified or included within this proposal will be billed with Duarte's pre-authorization, at the hourly rates indicated below.

MIG's - hourly fee schedule for additional services thru 2023

Principal.....	\$225/hour
Sr. Project Manager	\$195/hour
Landscape Architect	\$140/hour
Deputy Project Manager	\$130/hour
Project Associate	\$125/hour
Clerical and Word Processing Staff	\$ 95/hour

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days' advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.