

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: March 17, 2016
SUBJECT: Comments on Agenda Items, Meeting of March 22, 2016

Note: The grand opening of the new Futsal Multi-Purpose Courts will take place at 5:30 p.m. at Duarte Park. Following a ribbon-cutting ceremony, refreshments will be served.

ITEM 6.A. A presentation will be made to update the City Council on the City of Duarte's Wellness and Obesity Prevention Program. This is the annual report to the Council regarding steps that have been taken to implement Resolution No. 11-1, setting forth the City's commitment to obesity prevention.

ITEM 6.B. The Public Safety Director will provide the City Council with an update on the past month's activities. In addition, the annual public safety report of all activity will be presented.

ITEM 12.A. This item recommends that the City Council authorize the City Manager to execute a three-year License Agreement with Southern California Edison for the 21-space parking lot at the Duarte Post Office. This agreement was originally presented at the March 8, 2016, meeting with a five-year term. The Council asked staff to go back to SCE requesting a one-year term. Contact regarding this request was made, and after consideration, SCE returned with a final term of three years. Termination of the agreement can happen at any time with a 30-day notice. By keeping the agreement in force, all parking spaces will remain open for public use, and the drive-through mailboxes will remain usable in their current location.

ITEM 12.B. The City Council will consider amending the contract with the Los Angeles County Sheriff's Department, to add one patrol unit. In order to continue to be proactive in our approach to preventing and suppressing crime, in January 2016, the Public Safety Department began to gather information to introduce the possibility of adding an additional patrol unit to the Sheriff Department contract. This was in preparation for the Annual Budget meeting scheduled for May 2, 2016. However, due to an escalating amount of home burglaries in Duarte and the City of Bradbury, in addition to a recent violent crime, the City of Bradbury met with the City Manager and expressed an interest in increasing patrol and paying a portion of the amended contract to address this uptick.

The cost to add this additional patrol unit to the contract is \$167,172.82. Adding an additional unit with a start date of April 1, 2016, will impact this fiscal year in the amount of \$42,293.21. The City of Bradbury is willing to fund \$25,000 towards the additional unit for this fiscal year, and \$75,000 for next fiscal year. The potential fiscal impact to the City of Duarte for this fiscal year would be \$17,293.21. The impact for fiscal year 2016/2017 will be discussed at the Annual Budget meeting.

ITEM 12.C. This item would authorize the City Manager to execute a letter to the Los Angeles County Superior Court concerning responses to the 2015/16 Civil Grand Jury Interim Report entitled "Inadequate El Niño Planning for County Homeless Population." The Los Angeles County Civil

Grand Jury (CGJ) investigates county, city, and joint power agencies and their operations. Planning for the safety and care of homeless residents during the expected 2016 El Niño has been one of the investigatory topics of 2015/2016. Findings are developed into recommendations regarding government and public services. The CGJ asked for a written response from each of the 88 cities within the County of Los Angeles, as well as the County, regarding the findings and recommendations contained in that report pursuant to Penal Code Section 933 et seq. Each city is obligated to file a response.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Darrell J. George", with a stylized flourish at the end.

Darrell J. George
City Manager



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: OBESITY PREVENTION RESOLUTION ANNUAL UPDATE

DATE: MARCH 16, 2016

On February 8, 2011, the Duarte City Council adopted Resolution No. 11-01 setting forth the City's commitment to obesity prevention. It was resolved that affected agencies or departments should report back to the City Council annually regarding steps taken to implement the Resolution. Over the past year, the City of Duarte has embraced the recommendations delineated within the resolution and has made a strong effort to follow the recommendations including the following programs and activities.

Duarte Healthy Choice Nutrition Program

The **Duarte Healthy Choice Nutrition Program** and the **Teen Nutrition Council (TNC)** outreach program is funded currently through Duarte general funds and special programs are cosponsored with the City of Hope. The Duarte Healthy Choice Nutrition Program promotes nutrition and exercise through community events, youth Nutrition Education classes, youth physical activity classes, health camps, school gardens, and parent nutrition education. The City of Duarte in partnership with City of Hope, DUSD, and NATHA Pasadena were awarded the SCALE grant with the general aim to improve healthy living and well-being in high school youth (5 Community Health Promoters for NATHA, up to 8 Community Health Promoters for Duarte; 30 core youth participating in healthy living hub activities for NATHA, 35 youth participating in healthy living classes for Duarte)

SCALE Outcome Goals: 1) Increase *healthy eating* and *physical activity* in youth health promoters; 2) Increase *healthy eating* and *physical activity* in high school teens who learn from youth health promoters (at Duarte) or who participate in healthy living hub activities (at NATHA); and 3) Increase self-efficacy/confidence and leadership in youth health promoters. Healthy eating is defined as the consumption of at least 5 servings of fruits and vegetables a day, based on USDA standards. Physical activity/exercise equivalent consists of at least 60 minutes a day and 3 days a week, based on CDC standards for children and adolescents.

The TNC youth from both Duarte and NATHA participated in the Eat Move Live program during the spring and summer 2015, respectively. After completing extensive training the youth presented on various health topics to an audience at City of Hope as a final exam on their abilities to communicate the SCALE goals.

The outcomes for youth participating in *Eat Move Live* program:

- 18 teens trained from Duarte Unified School District and NATHA
- 28% Males; 72% Females

Training Comments:

- "I was able to achieve my goals during this time. Especially drinking more water, no sugary drinks. I take a water bottle everywhere I go now."
- "I eat a lot more healthier food than what I used to."
- "I was able to teach the kids at the health camp about eating healthy."

Significant increase in confidence (Overall Mean Pre: 4.14; Post: 5.40 $p<0.01$) in:

- Talking to peers & family about nutrition and healthy lifestyles ($p<0.000$)
- Explaining to others how to read and understand the Nutritional Labels ($p<0.000$)
- Improving community on healthy eating and physical activity ($p<0.003$)
- Engaging policy makers on nutrition and physical activity and healthy lifestyles initiatives ($p<0.000$)

Teen Nutrition Council SCALE Implementation:

- Teens presented to COH staff and community partners
- Eat Move Live Summer Health Camps (48 children)
- Nutrition and physical activity resource booth at Route 66 parade, Summer Concert in the Park series
- Duarte's Family Amazing Race
- Potential Resource booth at Mejor Salud y Mejor Vida—Villa Parke

Summer Health Camps

The City of Duarte, in partnership with the City of Hope CCARE, presented the annual Summer Health Camps. This immensely successful program allows parents of children 6-11 years of age to enroll at the very low price of \$20 to participate in a weeklong health and nutrition-focused camp with programming from 9:00 a.m. to 2:00 p.m. Two separate camps were presented in 2015 and the camps included nutrition education, obesity prevention, healthy foods and onsite chef prepared nutritious meals from the City of Hope. Field trips included visits to grocery stores and a working farm. The TNC worked for several weeks to prepare for the camps and they were present each day and provided great leadership and mentoring to the children.

Teen Nutrition Program

Teen Nutrition Council (TNC) members began their term in January of 2015 and have continued their work through March 2016. Besides the SCALE grant work,

the TNC helped to organize and coordinate the exercise/activity areas for each Concert in the Park and also assisted with the organization and coordination of the Annual City Picnic “Duarte Let’s Move” health and nutrition area. Before beginning their nutrition outreach work at the schools, the TNC members were trained in the “MyPlate” USDA program, physical activity presentation, and Harvest of the Month among other related programs. Throughout the year, the TNC assisted with conducting nutrition education after school, at community events, and during the summer with youth and actively presented nutrition and exercise activities at the Teen Center. The TNC are also an active part of the Healthy Cities Collaborative and have recently been working hard with a healthy choice “Photovoice” project, again in collaboration with the City of Hope CCARE. The TNC also meets regularly and will continue the work with the SCALE effort over the next 2 years.

City of Hope Partnership

The City of Duarte once again partnered with the **City of Hope** to hold a series of free **Parent Nutrition Education Classes and Workshops** for the community held at Andres Duarte Elementary and Northview Intermediate Schools. Nutrition class participants learned how eating healthy and being physically active could help prevent chronic diseases such as cholesterol, heart disease and diabetes. Sous Chefs helped drive home the message of healthy eating by bringing healthy recipes. Classes included 30 minutes of physical activity including Zumba, aerobics, and the use of resistance bands. Participants also learned how to shop healthy at the supermarket and on the last class day were asked to bring a healthy potluck dish.

The partnership with the City of Hope is continuing as the Parks and Recreation Department works to meet the SCALE goals.

City Picnic

The City of Duarte’s **57th Anniversary Picnic Celebration** once again presented the “**Let’s Move! Duarte!**” nutrition and health area dedicated to health and fitness. The area was coordinated by the Duarte Healthy Choice Program and TNC and featured a fruit stand with a vendor providing fresh fruits and vegetables for purchase. Also included were a healthy trail mix station, fitness games, and “MyPlate” coloring sheets, as well as crafts.

Additional Nutrition/Health-Related Programs and Activities

Administrative Services Department

Healthy alternatives in food are provided at all employee meetings, employee recognition receptions and celebrations and for City Council closed session meals. Additionally, through the Human Resources division, an annual employee health fair is presented that includes various health, nutrition and well-being vendors and participants including dental offices, flu shots, holistic medicine, massage therapy, health care providers and more.

Community Development Department

The Community Development Department has taken a leadership role in providing or facilitating improvements that directly affect the health and wellness of Duarte's residents as stipulated in the 2011 Wellness Resolution:

- *Prioritizing capital improvement projects to increase the opportunities for physical activity in existing areas;*
- *Plan and construct a built environment that encourages walking, biking and other forms of physical activity;*
- *Addressing walking and biking connectivity between residential neighborhoods and schools, parks, recreational resources, and retail;*
- *Facilitating the siting of new grocery stores, community gardens and farmers markets in underserved communities to increase access to healthy food, including fresh fruits and vegetables;*

The following efforts have been completed, are ongoing or are due for completion:

- In 2015, Duarte lost all three grocery stores in the city, Ralph's, Fresh & Easy and Mike's Food. Staff worked with the three property owners to ease the process of bringing new grocery stores to the city. In 2016, Smart & Final Extra and Grocery Outlet will open and both locations will have new, upgraded building facades. Staff continues to work with the property owner of the former Fresh & Easy site to fill the space with a quality tenant.
- The City utilized CDBG funds to upgrade several corner curb ramps throughout the City to improve accessibility and to meet ADA requirements. This is a multi-year project to improve all curb ramps throughout the city.
- The City continued its annual concrete repair program that removes damaged concrete sidewalks and replaces a safer sidewalk.
- The City Council recently adopted a Citywide Bicycle Master Plan and a pedestrian plan that focuses on improving the pedestrian experience near the new Gold Line Station.
- In Summer 2016, the City will be completing pedestrian improvements along the north side of Duarte Road from Hope Drive west to Mountain Avenue. The improvements include sidewalk, bike lanes and landscaping. There are currently no pedestrian improvements in this area. The project is being funded, in part, by an Active Transportation Program (ATP) grant. This project will complete Duarte Road pedestrian improvements that were started with the construction of the Duarte Gold Line Station.

Duarte Teen Center

The **Nutrition/Cooking** class at the Teen Center once again presented teens with an opportunity to learn how to make quick and easy healthy meals for only \$2 per class. The free **Work It Out** fitness program for teens presented the teens with the opportunity to work out, enjoy walking excursions and learn tips for healthy eating and a living a healthy lifestyle. The **Duarte Dance Team** engaged teens in dance training, rehearsals and performances, and as a consequence they experience high levels of exercise and receive nutrition guidance.

Duarte Senior Center

The Senior Center offers a variety of health and wellness related classes, programs and activities throughout the year. Many classes promote exercise and cardio including Yoga, Western Line Dance, Tai Chi, Exercise With Shelly, Cardio Class and more. Several mental health and nutrition events, programs and lectures have taken place over the last year including Memory and Aging, Brain Healthy Cooking, Eat Smart & Live Strong and many more related activities. High intensity athletic activities and sports were offered last year and continue to be offered including the Duarte Senior Softball, Trail Trekkers outdoor hiking club, Ping Pong Tournament and open play, Aquatic exercise, and very soon Pickle Ball free play and leagues at the Futsal Courts will provide an entirely new way to exercise.

Youth and Family Master Plan and Action Steps

The Duarte Youth and Family Master Plan included sixty-six action steps as recommendations for immediate and longer term implementation including a few that fall within the recommendations contained within the resolution: **Action Step #13** identified the need to formalize the Healthy Cities Collaborative and the collaborative is going strong, still meeting quarterly. **Action Step #14** identified the need to implement and support programs that focus on good health practices such as a community garden, environmental stewardship and a community farmer's market. The efforts to construct a community garden were greatly enhanced by the donation of land by the City of Hope and the goal is now to acquire funding and donations to construct the garden. **Action Step #15** encourages the development of additional fitness activities and programs that address childhood obesity. The Parks and Recreation Department's new Futsal Courts will introduce a new sport that will help to keep Duarte's kids active and healthy.

Healthy Cities Collaborative

The Healthy Cities Collaborative consists of representatives from public and private agencies, individuals and community based organizations, non-profit, service and community-based organizations. All of these groups gather with the purpose of improving the quality of the physical, social, mental and economic health of our residents and the students who reside within the Duarte Unified School District boundaries. Some members of the collaborative include **DUSD Health Services, DUSD Food Services, City of Hope, Foothill Unity Center, Duarte Nutrition Program, Santa Anita YMCA, Duarte Community Service Council, Westminster Gardens, L.A. County Department of Health, Foothill Family Service, Foothill Unity Center, Methodist Hospital** and others. The Healthy Cities Collaborative meets quarterly and the next meeting is scheduled to take place in June 2016.

Conclusion

The recommendations detailed within the Obesity Prevention Resolution will continue to be implemented and efforts will continue to be made to seek more partnerships and financial support.

Receive and File

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – MARCH 8, 2016

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 5:35 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana (5:40 p.m.), Finlay, Paras-Caracci (5:42 p.m.), Reilly, Kang ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Finlay moved, Reilly seconded to add the following two items pursuant to Government Code 54954.2(b)(2) as the need to take action came to our attention after the posting of the Agenda: (1) Letter of opposition to AB 1707 (Linder) added as Consent Calendar Item 12.O; and (2) Public Safety Update added as Special Item 8.C., and carried with Fasana and Paras-Caracci not present. Reilly moved, Finlay seconded to adopt the Agenda, as amended, and carried with Fasana and Paras-Caracci not present,
CLOSED SESSION 1) Pending Litigation 2) Real Property Negotiations	There was no public input. Cosgrove announced the first Closed Session is pursuant to Government Code Section 54956.9(a); Pending litigation, two cases, entitled <i>City of Duarte et al v. State Water Resources Control Board</i> , OCSC Case No. 30-2016-008-33614, and <i>City of Gardena v. State Water Resources Control Board</i> , OCSC Case No. 30-2016-00833722. The second Closed Session is pursuant to Government Code Section 54956.8; Conference with Real Property Negotiators; Negotiating parties: City of Duarte and prospective buyers or lessees; City negotiators: Darrell George, Craig Hensley; Under negotiation: Price and terms of payment; Concerning properties at 1634 Third Street, APNs 8530-017-905; 8530-011-911 & 912; and 1101 Oak Avenue APNs 8530-011-913, 914 and 915. The Closed Sessions concluded at 6:55 p.m. City Council reconvened at 7:10 p.m., with all members present.
PLEDGE TO THE FLAG	Cory Ellenson led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Fasana and Finlay provided the warm-up.
PUBLIC REPORT – CLOSED SESSION ITEMS	Cosgrove announced during the first Closed Session, City Council received an update on the two cases, with no reportable action taken. During the second Closed Session, City Council gave direction to the negotiators, with no reportable action taken.

SPECIAL ITEMS

Presentation – American Cancer Society – 80% by 2018 pledge

Viki Goto, American Cancer Society, and Carmen Choy Surdam, SGV Leadership Council, provided information about colorectal cancer, encouraged all to be examined, and thanked the City for joining the Blue Star Team by signing the 80% by 2018 pledge. Mayor Kang presented the signed pledge to reach the goal of 80% screened for colorectal cancer by 2018.

Presentation – Duarte Post Office

Mary Nielsen, U.S. Postal Service, provided information about recent changes to services offered at the Duarte Post Office, and discussed mail theft, lobby closure, and homelessness.

Lino Paras stated he does not agree with closing the lobby, and feels homeless persons should be able to sleep there.

Hector Elizalde, Congressman Napolitano's office, provided statistics about homeless encampments, thanked the post office employees for their dedication, and thanked all for their kindness to Congressman Napolitano.

Public Safety Update

Brian Villalobos introduced Lt. Tom McNeal who discussed the recent incident and administrative issue pertaining to a home invasion and assault, report of suspicious activity, and response from the dispatch center, and expressed regret for the incident.

There was discussion about the response, expression of regret, disappointment, realignment, service levels, needs of the community, Sheriff's contract, training, and use of cameras.

Finlay stated she has requested that this item be agendaized at the next Council Meeting, as more resources may be needed. George stated for the next meeting, staff will prepare a proposal/action item for additional resources, and stated the City Manager of Bradbury has agreed to share in the cost.

Richard Amadori stated the slowness to respond may have to do with workload, and suggested the possibility of relationships with the Monrovia and Azusa police departments.

David Gallivan inquired about resources that were put forward, and what is being done now. Sgt. Haynes responded.

Marcy Roschitsch thanked the Sheriff's Department, stated there has been a higher police presence in the neighborhood, and stated that makes her feel safer.

Yvonne Bernal inquired about the fingerprinting process timing. Villalobos responded.

ANNOUNCEMENTS

Joanna Gee, Duarte Library, announced upcoming programs, workshops, and story times in March.

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

Karen Herrera presented community announcements about City events, celebrations, and activities in March.

ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Giselle Lopez – Mayor’s Youth Council topics and events. Cory Ellenson – State Assembly candidate. Paras-Caracci suggested an item be added to the Agenda for the Mayor’s Youth Council if we know in advance that they will be attending the meeting.
ITEMS ADDED TO CONSENT	It was noted that when the Agenda was adopted, a letter of opposition to AB 1707 (Linder) was added to the Consent Calendar as Item 12.O.
CONSENT CALENDAR	Fasana moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried unanimously. Approve Items A, B, C, D, G, I, N. Receive and File Item E. Remove Items F, H, J, K, L, M, O.
ITEMS REMOVED	Fasana left the room due to a declared conflict of interest.
Item F – SCE License Agreement	Karen Herrera presented a staff report about the five-year License Agreement with SCE for the Duarte Post Office parking lot, and stated this was continued from a previous meeting. There was discussion about cost, number of spaces, possibility of relocating the mail drop boxes, shortening the length of the lease to one or two years, and ability to terminate the lease at any time upon 30 days written notice. Reilly moved to approve the lease for one year, and that staff attempt to negotiate a one-year lease with SCE. Paras-Caracci made a substitute motion to approve the five-year lease, and to have staff come back in the tenth month of the first year with viable options to determine if we would continue the lease, or if we would terminate it within 30 days.
ITEM F – APPROVED WITH AMENDMENT	Finlay seconded the main motion to approve the License Agreement with Southern California Edison Company (SCE) for the 21-space parking lot at the Duarte Post Office, effective May 1, 2016, for one year, and that staff attempt to negotiate a one-year lease with SCE, and to bring the item back at the next meeting with SCE’s response if it is not agreeable, and carried by the following Roll Call vote: AYES: Reilly, Finlay, Kang NOES: Paras-Caracci ABSENT (from the vote): Fasana Fasana returned to the room and resumed his chair.
Item H – Co-sponsor Request Foster Care Recruitment Fair	Reilly provided details about the event.
ITEM H – APPROVED	Reilly moved, Fasana seconded to approve the request from the L. A. County Department of Children and Family Services for City co-sponsorship of Foster Care Recruitment Fair to be held on April 9, 2016, at Citrus College, and carried unanimously.

Item J – Contract – Bus Pad S & H Civilworks ITEM J – APPROVED	Hensley presented a staff report. Paras-Caracci moved, Fasana seconded to award the contract to S & H Civilworks in the amount of \$18,336 for Bus Pad Relocation at Huntington Drive and Buena Vista Street, per staff recommendation, and carried unanimously.
Item K – Contract – Parking Lot PK Construction ITEM K – APPROVED	Hensley presented a staff report. Paras-Caracci moved, Fasana seconded to award the contract to PK Construction in the amount of \$107,619.33 for Duarte Sports Park Parking Lot Improvements, per staff recommendation, and carried unanimously.
Item L – Contract – Las Lomas PALP, Inc., dba Excel Paving ITEM L – APPROVED	Hensley presented a staff report. Reilly moved, Finlay seconded to award the contract to PALP, Inc., dba Excel Paving in the amount of \$207,093.74 for Las Lomas Road (Royal Oaks Drive to Huntington Drive) Rehabilitation Project, per staff recommendation, and carried unanimously.
Item M – Contract – Concrete Repair – FS Contractors, Inc. ITEM M – APPROVED	Hensley presented a staff report. Finlay moved, Paras-Caracci seconded to award the contract to FS Contractors, Inc., in the amount of \$47,814 for Concrete Repairs FY 2015-16, per staff recommendation, and carried unanimously.
Item O – AB 1707 (Linder) Letter of Opposition ITEM O – APPROVED	Karen Herrera presented a staff report about the request received from the League of California Cities for letters of opposition to AB 1707 (Linder) pertaining to the Public Records Act. Fasana moved, Reilly seconded to approve a letter opposing AB 1707 (Linder), and carried unanimously.
BUSINESS ITEMS Traffic Safety Commissioner Appointment	Reilly moved to appoint Shiu Tsui to fill the vacancy on the Traffic Safety Commission. There was no second. Paras-Caracci moved to appoint Luz Porlier to fill the vacancy on the Traffic Safety Commission. There was no second. Fasana moved, Finlay seconded to re-interview the three candidates for the Traffic Safety Commission, and carried unanimously.
Cost Allocation Plan FY 2015-16	Kristen Petersen presented a detailed staff report about the FY 2015-16 Cost Allocation Plan, and answered questions from City Council pertaining to ratio. Fasana moved, Reilly seconded to adopt the FY 2015-16 Cost Allocation Plan, and carried unanimously.
Bus Benches/Litter Receptacles Duarte Transit/Bus Stops	Jason Golding, City Planner, presented a staff report about the bus benches and litter receptacles, and answered questions from City Councilmembers pertaining to cost, armrest dividers, and color choices. Reilly moved, Paras-Caracci seconded to authorize the City

Manager to sign purchase orders with Avalon Amenities for the requisition of 45 bus benches and 45 litter receptacles associated with Duarte Transit and other bus stop locations, as detailed in the staff report, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Stated he wanted to publicly thank City staff for the excellent job at the Gold Line grand opening on Saturday.

PARAS-CARACCI: Stated the Gold Line event was memorable, Edison is digging up the street on Las Lomas, there have been a number of outages, and requested an update on what they are fixing and which residents are impacted, cars speed on Central at the three-way intersection on Duncannon/Central at the Buena Vista freeway exit, there are additional pedestrians, inquired if this was discussed by the Traffic Safety Commission, and asked that it come back to City Council as to how to address that area such as a stop sign or three-way stop, congratulated the City of Duarte, City of Hope, and other cities who participated on Saturday, and thanked all for their hard work.

REILLY: Stated the Gold Line opening was spectacular, and thanked Councilmember Fasana for all of his years of service in bringing the Gold Line to the City.

FASANA: Attended the Lois Gaston recognition event at the Bethel AME Church, the Liability Trust Fund seminar at the Sheriff's Department/City Manager's meeting, and the opening of the NoHo Express, stated the Gold Line is a culmination of a lot of effort by a lot of people in the San Gabriel Valley, and stated City staff was incredible at the grand opening.

FINLAY: Stated she received calls about the traffic backup with the Gold Line, it will get better as it is being worked on, inquired why Planning Commissioners receive \$20 per meeting and the Teen Nutrition Council receives \$100, stated it seems counter-intuitive, the Gold Line was a phenomenal event, played a song by We Five, stated they would be great for the summer concerts or 626 event, and congratulated Councilmember Fasana and staff.

KANG: Inquired about pictures taken at the Gold Line event. Staff responded.

ADJOURNMENT

The meeting was adjourned at 10:35 p.m., in memory of Jerry Pettis.

Mayor Samuel Kang

ATTEST:

City Clerk

03/08/16



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 3/9/2016 - 3/22/2016

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
204357	3/17/2016	2461	MOUNTAIN VISTA PLAZA				9,020.32
	3/2016		Public Safety Lease		100-1205-7787		9,020.32
204369	3/17/2016	4484	U.S. BANK				6,055.45
	022515BV-cm		Return-Universal Studios Trip 12/22/		100-1205-7779		-630.00
	022516BV		Rain Ponchos		100-1205-7615		140.90
	022516BV		Probation/DART Trip/Job Shadow Da		100-1205-7779		16.27
	022516BV		DART/Community Events Supplies		100-1205-7779		15.56
	022516BV		Youth Hiking Trip 2/8/16-Subway		100-1205-7779		62.95
	022516BV		PIP Program Trip 2/21/16-Harlem Glo		100-1205-7779	201616-Youth Programs-Calgrip FY 2016-17	382.25
	022516BV		Duarte Dance Trip 2/1/16-Dirty Danci		100-1205-7779	201616-Youth Programs-Calgrip FY 2016-17	595.00
	022516BV		Youth Trip 1/26/16-Knotts Berry Far		100-1205-7779	201616-Youth Programs-Calgrip FY 2016-17	660.00
	022516BV		Youth Probation Trip 1/27/16-Ultrazo		100-1205-7779	201616-Youth Programs-Calgrip FY 2016-17	182.00
	022516BV		Fingerprint Supplies		100-1205-7980		116.64
	022516BV		Crossing Guard Interview Lunch		100-1205-7980		37.50
	022516KP		Midyear Budget Workshop (Panera B		100-1005-7980		166.66
	022516KP		Administration-Adobe Creative Cloud		100-1010-7980		49.99
	022516KP		Employee Recognition 2/18/16 (Bowl		100-1020-7711		682.27
	022516KP		accessduarte.info Domain.info 1 Yr R		100-1020-7722		53.98
	022516KP		accessduarte.info Web Forwarding 1		100-1020-7722		15.99
	022516KP		Levon Y-Adobe Creative Cloud		100-1020-7726		49.99
	022516KP		SC Netflix		100-1605-7733		8.71
	022516KP		SC Elevator 911-Vonage		100-1610-7830		18.48
	022516KP		K Petersen-Excel for Budget Analysts		100-1805-7610		85.00
	022516KP		Microsoft Office 365 1/28/16 - 2/27/		100-1805-7980		12.00
	022516KP		Barracuda Message Archiver 1 yr Ren		100-1815-7631		1,349.00
	022516KP		R Breceda-Adobe Creative Cloud		100-1815-7632		49.99
	022516KP		Administration-Adobe Creative Cloud		100-1815-7632		49.99
	022516KP		2015 Sales & Use Tax		100-5005		303.83
	022516KP		Transit Brochures		440-4405-7985		1,580.50
204379	3/22/2016	5537	CONDOR INC				97,232.00
	# 1		Pool Rehab Project Improvements		400-4005-8100	201607-Other Capital Improv-Pool Rehab	97,232.00
204400	3/22/2016	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT				275,239.96
	162721NH		Sheriff Contract 1/2016		100-1205-7781		251,948.13
	162721NH		Sheriff Contract 1/2016		100-1205-7781	201616-Sheriff Contract-Calgrip FY2016-17	15,291.83
	162721NH		Sheriff Contract 1/2016		290-2905-7781		8,000.00
204407	3/22/2016	0904	RKA CONSULTING GROUP				69,040.97
	24498		2015/16 ATP Engineering Svcs 12/15		440-4425-7965	201604-Prof Svcs 440 (ATP)-ATP Design Goldline	3,924.14
	24498		2015/16 ATP Engineering Svcs 12/15		620-6225-7965	201604-Prof Svcs 620 (ATP)-ATP Design Goldline	5,905.86
	24606		2015/16 ATP Engineering Svcs 1/16		440-4425-7965	201604-Prof Svcs 440 (ATP)-ATP Design Goldline	23,637.02
	24606		2015/16 ATP Engineering Svcs 1/16		620-6225-7965	201604-Prof Svcs 620 (ATP)-ATP Design Goldline	35,573.95
204408	3/22/2016	0196	RUTAN & TUCKER LLP				20,223.43
	729632		General City Litigation		100-1015-7680		11.78
	734338		Code Enforcement Legal 11/15		100-1015-7684		1,282.50
	740512		Retainer Fees 1/2016		100-1015-7680		7,930.18
	740513		Code Enforcement Legal 1/2016		100-1015-7684		2,296.43
	740514		Environmental/Stormwater Litigation		100-1015-7686		8,186.54
	740515		Environmental/Stormwater Issues 1/		100-1015-7686		516.00

Council Warrant Register Over \$5000

Payment Dates: 3/9/2016 - 3/22/2016

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
204412	3/22/2016 11550	5339 Consulting Services 2/2016	TOWNSEND PUBLIC AFFAIRS INC	100-1010-7965		5,000.00 5,000.00
Payment Total:						481,812.13

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	305,958.66
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	8,000.00
400 - PARK DEVELOPMENT GRANT FUND	97,232.00
440 - PROPOSITION A TRANSIT FUND	29,141.66
620 - COMMUNITY IMPROVEMENT FUND	41,479.81
Grand Total:	481,812.13

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7980	Other Expenses	166.66
100-1010-7965	Professional Services	5,000.00
100-1010-7980	Other Expenses	49.99
100-1015-7680	City Attorney	7,941.96
100-1015-7684	Code Enforcement	3,578.93
100-1015-7686	Other Legal Services	8,702.54
100-1020-7711	Employee Recognition C	682.27
100-1020-7722	City Web Site	69.97
100-1020-7726	Council Cablecasting	49.99
100-1205-7615	Emergency Supplies	140.90
100-1205-7779	Youth Programs	1,284.03
100-1205-7781	Contract Law Enforceme	267,239.96
100-1205-7787	Public Safety Cntr Lease	9,020.32
100-1205-7980	Other Expenses	154.14
100-1605-7733	Senior Center	8.71
100-1610-7830	Telephones	18.48
100-1805-7610	Travel, Mtgs & Conf	85.00
100-1805-7980	Other Expenses	12.00
100-1815-7631	Equipment Maintenance	1,349.00
100-1815-7632	Software Maintenance	99.98
100-5005	Taxable Sales	303.83
290-2905-7781	Contract Law Enforceme	8,000.00
400-4005-8100	Other Capital Improvem	97,232.00
440-4405-7985	Other Expenses (Use of	1,580.50
440-4425-7965	Professional Services (A	27,561.16
620-6225-7965	Professional Services (A	41,479.81
Grand Total:	481,812.13	

Project Account Summary

Project Account Key	Payment Amount
None	298,428.08
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	27,561.16
201604-Prof Svcs 620 (ATP)-ATP Design Goldline	41,479.81
201607-Other Capital Improv-Pool Rehab	97,232.00
201616-Sheriff Contract-Calgrip FY2016-17	15,291.83
201616-Youth Programs-Calgrip FY 2016-17	1,819.25
Grand Total:	481,812.13



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7614	U.S. BANK	CC/Dept Head Retreat Snacks	204339		152.61
100-1005-7614	U.S. BANK	CC/Dept Head Retreat Lunch	204339		132.00
100-1005-7614	U.S. BANK	D George/Antonovich Breakfast	204339		20.00
100-1005-7614	U.S. BANK	CC/Dept Head Retreat Books	204339		105.84
100-1005-7641	U.S. BANK	Fasana League Mtg 3/3/16	204339		45.00
100-1005-7641	U.S. BANK	Fasana Unity Celebration 2/27/16	204339		47.12
100-1005-7642	U.S. BANK	Finlay Unity Celebration 2/27/16	204339		47.12
100-1005-7642	U.S. BANK	Finlay League Mtg 3/3/16	204339		45.00
100-1005-7646	U.S. BANK	Paras-Caracci Unity Celebration 2/27/16	204339		47.12
100-1005-7980	U.S. BANK	Midyear Budget Workshop (Panera Bread)	204369		166.66
100-1005-7980	DUARTE PETTY CASH	Mid Year Budget Workshop	204333		36.17
100-1005-7980	DUARTE PETTY CASH	Water-Mtgs & Emergencies	204333		4.39
100-1005-7980	DUARTE ADMINISTRATION PETTY C	Coffee/Conversation w/Liz Reilly	204351		14.95
100-1005-7980	DUARTE ADMINISTRATION PETTY C	State of the City Supplies	204351		65.60
100-1005-7980	DUARTE ADMINISTRATION PETTY C	City Council Reception	204351		25.79
100-1005-7980	DUARTE ADMINISTRATION PETTY C	Commission Interviews	204351		21.65
100-1005-7980	SMART & FINAL	Council Mtg Reception	204365		28.74
100-1010-7610	U.S. BANK	D George Metro/Goldline Mtg Parking	204339		8.00
100-1010-7610	U.S. BANK	D George CMT Reps Mtg	204339		31.85
100-1010-7610	U.S. BANK	D George League Conf Hotel	204339		477.14
100-1010-7610	U.S. BANK	D George/Herrera Unity Celebration 2/27/16	204339		94.24
100-1010-7610	U.S. BANK	D George League Conf Meals	204339		153.74
100-1010-7610	U.S. BANK	D George Metro/Goldline Meeting	204339		64.50
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Darrell G-Parking-SCAG Economic Summit	204351		7.00
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Ruiz/Herrera-Metro Train to/from Metro Mtg	204351		22.50
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Herrera-Chamber Board Meeting	204351		13.00
100-1010-7614	DUARTE ADMINISTRATION PETTY C	CC Reception/Meeting Supplies	204351		19.48
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	204409		33.18
100-1010-7650	CHEVRON AND TEXACO CARD SERV	Fuel-City Manager	EFT02612		80.60
100-1010-7651	COUNTY OF LOS ANGELES REGISTR	Signature Verification-Nomination Papers	204381		87.30
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 2/2016	204363		4,926.76
100-1010-7685	GRANICUS INC	Streaming/Archive Video/Mtg Mgmt 4/16 - 6/16	204394		2,697.00
100-1010-7965	TOWNSEND PUBLIC AFFAIRS INC	Consulting Services 2/2016	204412		5,000.00
100-1010-7980	U.S. BANK	Administration-Adobe Creative Cloud	204369		49.99
100-1015-7680	RUTAN & TUCKER LLP	General City Litigation	204408		11.78
100-1015-7680	RUTAN & TUCKER LLP	Retainer Fees 1/2016	204408		7,930.18
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 11/15	204408		1,282.50
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 1/2016	204408		2,296.43
100-1015-7686	RUTAN & TUCKER LLP	Environmental/Stormwater Litigation 1/2016	204408		8,186.54
100-1015-7686	RUTAN & TUCKER LLP	Environmental/Stormwater Issues 1/2016	204408		516.00
100-1020-7711	U.S. BANK	Employee Recognition 2/18/16 (BowlMor)	204369		682.27
100-1020-7711	MICHELLE BROWN	Cook Off Prizes	204347		138.40
100-1020-7722	U.S. BANK	Facebook Ad	204339		4.00
100-1020-7722	U.S. BANK	accessduarte.info Domain.info 1 Yr Renewal	204369		53.98
100-1020-7722	U.S. BANK	accessduarte.info Web Forwarding 1 Yr Renewal	204369		15.99
100-1020-7722	GRANICUS INC	Social Media Homepage Fly Out Feature	204394		620.00
100-1020-7726	U.S. BANK	Levon Y-Adobe Creative Cloud	204369		49.99
100-1205-7612	CACEO	Vaillancourt 2016 Dues	204348		85.00
100-1205-7612	CACEO	Oseguera 2016 Dues	204348		85.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	204409		3.27
100-1205-7615	U.S. BANK	CPR/FA Cards (American Red Cross)	204340		621.00
100-1205-7615	U.S. BANK	Rain Ponchos	204369		140.90
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAI	Veh 13 PM Service/Repair	204371		3,119.50

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS A	Citation Revenue Tax 1/2016	204410		2,968.00
100-1205-7761	WEBER'S PRINTING	Parking Citations (Qty 5000)	204414		1,363.10
100-1205-7761	DATA TICKET INC	Citation Processing-Admin 1/2016	204385		11.25
100-1205-7761	DATA TICKET INC	Citation Processing-Parking 1/2016	204385		2,163.50
100-1205-7779	U.S. BANK	Probation Youth/Movie Night Craft Supplies	204337	201616-Youth Programs-Calgrip FY 2016-	95.95
100-1205-7779	U.S. BANK	Probation Youth Trip (Pasadena Ice Skating Ctr)	204337	201616-Youth Programs-Calgrip FY 2016-	182.00
100-1205-7779	U.S. BANK	Return-Universal Studios Trip 12/22/15	204369		-630.00
100-1205-7779	U.S. BANK	Youth Trip 1/26/16-Knotts Berry Farm	204369	201616-Youth Programs-Calgrip FY 2016-	660.00
100-1205-7779	U.S. BANK	Duarte Dance Trip 2/1/16-Dirty Dancing On Stage	204369	201616-Youth Programs-Calgrip FY 2016-	595.00
100-1205-7779	U.S. BANK	Youth Probation Trip 1/27/16-Ultrazone	204369	201616-Youth Programs-Calgrip FY 2016-	182.00
100-1205-7779	U.S. BANK	PIP Program Trip 2/21/16-Harlem Globetrotters	204369	201616-Youth Programs-Calgrip FY 2016-	382.25
100-1205-7779	U.S. BANK	DART/Community Events Supplies	204369		15.56
100-1205-7779	U.S. BANK	Probation/DART Trip/Job Shadow Day Snacks	204369		16.27
100-1205-7779	U.S. BANK	Youth Hiking Trip 2/8/16-Subway	204369		62.95
100-1205-7779	AIDA TORRES	Youth Trip-BowlMor 2/27/16	204367	201616-Youth Programs-Calgrip FY 2016-	374.27
100-1205-7780	COUNTY OF LOS ANGELES - ANIMA	Animal Shelter Services 1/2016	204380		1,520.01
100-1205-7780	HOME DEPOT CREDIT SERVICES	Animal Control Gloves	204395		21.79
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 2/2016	204384		240.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 1/2016	204400		251,948.13
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 1/2016	204400	201616-Sheriff Contract-Calgrip FY2016-1	15,291.83
100-1205-7784	LOS ANGELES COUNTY SHERIFF'S D	Prisoner Maintenance 1/2016	204355		951.60
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease	204357		9,020.32
100-1205-7980	U.S. BANK	Staff Meeting (Villa Italia)	204337		47.86
100-1205-7980	U.S. BANK	Fingerprint Supplies	204369		116.64
100-1205-7980	U.S. BANK	Crossing Guard Interview Lunch	204369		37.50
100-1211	NOHEMI HERNANDEZ	Computer Loan	204354		3,000.00
100-1405-7610	U.S. BANK	Mtg w/Architect-Design Assistance (Starbucks)	204338		11.20
100-1405-7610	U.S. BANK	Interview Panel Lunch	204338		138.63
100-1405-7610	U.S. BANK	Interview Panel Coffee (Starbucks)	204338		14.95
100-1405-7610	U.S. BANK	Alex T MMASC Winter Forum 3/17/16	204338		85.00
100-1405-7610	DUARTE PETTY CASH	Rafael C SGVCOG PWTAC Mtg	204333		25.00
100-1405-7610	DUARTE PETTY CASH	Interview Panel Lunch Valet Parking	204333		5.00
100-1405-7612	U.S. BANK	Lg Data Transfer (Hightail)	204338		15.99
100-1405-7613	U.S. BANK	Printing-Duarte Station Specific Plan (Curo)	204338		1,460.06
100-1405-7613	MONROVIA REPRODUCTION	Plot Plan Copy	204402		13.08
100-1405-7614	U.S. BANK	Apple Battery Charger	204338		32.69
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	204409		24.41
100-1405-7614	STAPLES ADVANTAGE	Return (Inv 3286515549)	204409		-123.61
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	204409		124.27
100-1405-7965	FEHR PEERS	Duarte Citywide Bike Plan/SR2T 1/2016	204388	201525-Prof Svcs-Citywide Bike Plan-SR2	2,398.75
100-1405-7965	LDM ASSOCIATES INC	FY15/16 CDBG Federal Grant Admin 12/15	204399	201606-Prof Svcs-2015/16 Fed Grant Ad	722.50
100-1405-7965	LDM ASSOCIATES INC	FY15/16 CDBG Federal Grant Admin 1/16	204399	201606-Prof Svcs-2015/16 Fed Grant Ad	1,020.00
100-1405-7975	U.S. BANK	Craig Hensley LAEDC Economic Forcast 2/17/16	204338		105.00
100-1410-7610	DUARTE PETTY CASH	Troy W Courthouse Parking	204333		8.00
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	204370		69.93
100-1410-7650	AUTOZONE	Skid-Steer Battery	204346		110.67
100-1410-7650	COASTLINE EQUIPMENT	Tractor Maintenance/Repair	204378		1,960.32
100-1410-7656	CUMMINS PACIFIC LLC	Emergency Generator Maintenance	204331		1,438.17
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 2/2016	204411		140.00
100-1410-7887	FRONTIER HARDWARE	Shop Tools	204390		4.02
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	204395		26.99
100-1410-7980	FRONTIER HARDWARE	Sign Tool	204390		18.52
100-1410-7980	FRONTIER HARDWARE	Sign Post Paint	204390		6.53
100-1410-7980	HOME DEPOT CREDIT SERVICES	Banner Repair	204395		35.10
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	204395		54.39
100-1410-7980	HOME DEPOT CREDIT SERVICES	Return	204395		-17.39
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	204395		41.92
100-1500	AIDA TORRES	Advance-DART/Probation Trip	204368		752.00
100-1500	KELLY BARNES	Adv-Knotts Tkts-Youth Spring Break Trip	204374		2,010.00
100-1605-7012	U.S. BANK	American Red Cross Lifeguard Training	204340		975.00

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAI	2015 GMC Cyn Tire Replacement	204371		167.21
100-1605-7650	HUNTINGTON & DUARTE INC	Veh 100 Fuel	204360		92.88
100-1605-7650	TRIANGLE TRUCK PARTS	South Yard Supplies	204413		63.00
100-1605-7650	HUNTINGTON & DUARTE INC	Veh 17 Fuel	204360		40.53
100-1605-7728	U.S. BANK	Job Shadow Day Lunches (Wild Thyme Pizza)	204341	201605 - Duarte's Promise - America's Pr	239.80
100-1605-7730	U.S. BANK	Easter Supplies (Oriental Trading)	204341		173.39
100-1605-7731	U.S. BANK	Family Wilderness Day Gold Panning	204341	201624-Wilderness Day	90.75
100-1605-7733	U.S. BANK	Great Decisions Foreign Policy Association	204341		251.62
100-1605-7733	U.S. BANK	SC Valentine's Dinner (The Bashful Butler)	204341		1,024.60
100-1605-7733	U.S. BANK	SC General Decorations (Oriental Trading)	204341		78.66
100-1605-7733	U.S. BANK	SC Netflix	204369		8.71
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	204365		166.45
100-1605-7735	DANIEL FLORES	TC Club Duarte DJ	204335		150.00
100-1605-7735	JAVIER MUNOZ	Youthworks Internship Program	204403		100.00
100-1605-7735	YESENIA CHAVEZ	Youthworks Internship Program	204377		100.00
100-1605-7735	JENNIFER GARCIA	Youthworks Internship Program	204391		100.00
100-1605-7735	ATHENA MARDEN	Youthworks Internship Program	204401		100.00
100-1605-7735	CHRISTINA ORTEGA	Youthworks Internship Program	204405		100.00
100-1605-7735	LONSEL BENNETT	Youthworks Internship Program	204375		100.00
100-1605-7735	GE CAPITAL	TC Computer Lease #16	EFT02611		347.72
100-1605-7735	DUARTE PIZZA COMPANY	TC Art & Dance Trip	204334		57.10
100-1605-7736	AGI ACADEMY	Instructor Fee-Computer Skills	204343		144.90
100-1605-7736	AGI ACADEMY	Instructor Fee-Critical Reading	204343		144.90
100-1605-7739	WEBER'S PRINTING	Spring 2016 Recreation Flyers	204414		1,001.97
100-1605-7739	WEBER'S PRINTING	SC Newsletter 3/16	204414		216.78
100-1605-7745	U.S. BANK	USA Boxing Training Licenses (6)	204340		498.00
100-1605-7745	U.S. BANK	Boxing Show Hotel Resort Fees 1/2016	204340		389.76
100-1605-7980	U.S. BANK	Basketball Equipment (Score Sports)	204340		469.63
100-1605-7980	U.S. BANK	E-Z Up Shipping Fee	204340		35.73
100-1605-7980	U.S. BANK	Raquetballs	204340		213.10
100-1605-7980	U.S. BANK	Youth Sports Supplies (Amazon)	204341		230.16
100-1610-7618	FRONTIER HARDWARE	Misc Facility Tools/Supplies	204390		38.12
100-1610-7618	FRONTIER HARDWARE	Grommet Kit	204390		14.16
100-1610-7618	FRONTIER HARDWARE	Futsal Court Repairs	204390		15.57
100-1610-7618	FRONTIER HARDWARE	Duarte Pk Bldg Repairs	204390		3.72
100-1610-7618	FRONTIER HARDWARE	Push Broom/Painter Tool	204390		39.21
100-1610-7618	FRONTIER HARDWARE	Futsal Court Repairs	204390		27.52
100-1610-7618	FRONTIER HARDWARE	LED Bulbs/Glue	204390		76.28
100-1610-7618	FRONTIER HARDWARE	Trail Repairs	204390		7.05
100-1610-7618	HOME DEPOT CREDIT SERVICES	Duarte Pk Playground Paint	204395		343.01
100-1610-7618	HOME DEPOT CREDIT SERVICES	North Yard Window Repair	204395		14.10
100-1610-7618	HOME DEPOT CREDIT SERVICES	TC Front Entry Pots Repair	204395		139.01
100-1610-7618	A1 JANITORIAL SUPPLY	Graffiti Remover	204342		568.73
100-1610-7652	CINTAS CORPORATION #693	Chemicals-CH 1/16	204349		20.15
100-1610-7652	CINTAS CORPORATION #693	Chemicals-PS 1/16	204349		19.70
100-1610-7652	CINTAS CORPORATION #693	Chemicals-TC 1/16	204349		19.25
100-1610-7652	CINTAS CORPORATION #693	Chemicals-Duarte Pk 1/16	204349		15.10
100-1610-7652	CINTAS CORPORATION #693	Chemicals-SC 1/16	204349		91.55
100-1610-7652	CINTAS CORPORATION #693	Chemicals-ROP 1/16	204349		25.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 2/16	204387		127.00
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	204369		18.48
100-1610-8100	ASBESTOS, ENVIRONMENT SAFETY	Pool Rehab Project Inspection/Report	204373	201607-Other Cap Impr-Pool Rehab	600.00
100-1610-8100	AQUATIC DESIGN GROUP INC	Pool Rehab Project Consultant 2/16	204372	201607-Other Cap Impr-Pool Rehab	487.50
100-1805-7610	U.S. BANK	K Petersen-Excel for Budget Analysts 3/16/16	204369		85.00
100-1805-7610	DUARTE PETTY CASH	KP Meeting w/Councilmember	204333		27.21
100-1805-7610	KRISTEN PETERSEN	Breakfast w/Councilmember	204406		29.29
100-1805-7614	OFFICE SOLUTIONS INC	Office Supplies-Printer Toner	204404		152.58
100-1805-7980	U.S. BANK	Microsoft Office 365 1/28/16 - 2/27/16	204369		12.00
100-1805-7980	CURO MANAGED PRINT PRODUCTI	Administrative Svcs Dept Shirts	204383		209.28
100-1810-7611	DUARTE PETTY CASH	JPIA Worker's Comp Training	204333		43.88

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1810-7611	DUARTE PETTY CASH	JPIA Training 3/2/16	204333		44.85
100-1810-7611	SMART & FINAL	Training Snacks 3/2/16	204365		103.49
100-1810-7614	OFFICE SOLUTIONS INC	Office Supplies-Printer Toner	204404		156.94
100-1810-7660	CALIFORNIA STATE DEPARTMENT	Fingerprint Apps	204376		32.00
100-1810-7671	DUARTE PETTY CASH	Planner Interviews 2/23/16	204333		16.19
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 2/2016	204358		65.00
100-1810-7980	OFFICE SOLUTIONS INC	Job Fair Supplies	204404		13.86
100-1815-7631	U.S. BANK	Barracuda Message Archiver 1 yr Renewal	204369		1,349.00
100-1815-7632	U.S. BANK	Administration-Adobe Creative Cloud	204369		49.99
100-1815-7632	U.S. BANK	R Breceda-Adobe Creative Cloud	204369		49.99
100-1825-7613	GRAND PRINTING INC	Business Cards-Golding/Herrera	204393		244.38
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	204404		180.08
100-1825-7688	HULS ENVIRONMENTAL MANAGE	Used Oil Grant Consultant 1/16	204396	240000 - Oil Recycling Grnt -Used Oil Recy	302.50
100-1825-7980	DUARTE PETTY CASH	Employee Holiday Breakfast	204333		32.23
100-2120	GARY SHARP	Cash Bond Refund-2079 Buena Vista	204364		3,400.00
100-2120	ALL PRO CUSTOM POOLS	Pool Deposit Refund-2727 Starpine	204344		500.00
100-2120	FILM THIS	FY16 Film Deposit Refund	204353		500.00
100-2120	HEATHER VALENCIA-NESTOR	Basketball Ct Rental Refund	204359		100.00
100-2120	JERRIE RICHARDS	CC Rent Deposit Refund	204361		500.00
100-2120	CHRISTOPHER DUMAYAS	CC Rent Deposit Refund	204352		500.00
100-2120	TRISH MOORE	ROP Rent Deposit Refund	204356		150.00
100-2120	TERESA ROLDAN	Gazebo Rent Deposit Refund	204362		50.00
100-2120	WILLIAM ARMAS	CC Rent Deposit Refund	204345		500.00
100-2121	DUARTE ADMINISTRATION PETTY C	Volunteer Lunch-Metro Gold Line Opening	204351	201623-Pass Thru-COH Gold line Grand O	23.00
100-2121	DUARTE ADMINISTRATION PETTY C	Metro Gold Line Opening	204351	201623-Pass Thru-COH Gold line Grand O	16.31
100-2122	DIVISION OF THE STATE ARCHITECT	Disability Access Fee Q4 2015	204332		84.90
100-4407	HEATHER VALENCIA-NESTOR	Basketball Ct Rental Refund	204359		17.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	Nextel Lease 3/2016	204386	250004 - Property Rent - Nextel Rent (Cti	1,462.48
100-5005	U.S. BANK	2015 Sales & Use Tax	204369		303.83
Fund 100 - GENERAL FUND Total:					365,874.46

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7813	FRONTIER HARDWARE	Sign Installation Hardware	204390		22.87
220-2210-7813	INDUSTRIAL METALS	Regulatory Sign Repair	204398		43.60
220-2210-7813	HOME DEPOT CREDIT SERVICES	Concrete-Regulatory Sign Install	204395		32.37
220-2210-7813	HOME DEPOT CREDIT SERVICES	Regulatory Sign Install	204395		11.85
Fund 220 - GAS TAX FUN Total:					110.69

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repairs	204395		45.65
240-2405-7888	GRAINGER	Street Light Repairs	204336		74.07
240-2405-7888	GRAINGER	Street Light Repairs	204336		24.69
240-2405-7888	HOME DEPOT CREDIT SERVICES	Street Light Repairs	204395		34.24
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					178.65

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	FY15/16 CDBG Administration 12/15	204399	201601-Construct-ADA CURB RMP FY15/	1,105.00
260-2605-8061	LDM ASSOCIATES INC	FY15/16 CDBG Administration 12/15	204399	201602-Const-Spts Park Pkg Lot Imprv (60	212.50
260-2605-8061	LDM ASSOCIATES INC	FY15/16 CDBG Administration 1/16	204399	201602-Const-Spts Park Pkg Lot Imprv (60	425.00
260-2605-8061	LDM ASSOCIATES INC	FY15/16 CDBG Administration 1/16	204399	201601-Construct-ADA CURB RMP FY15/	977.50
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					2,720.00

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND		
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 1/2016

Payment No Project Key

Amount

204400

8,000.00

Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:

8,000.00

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-8100	CONDOR INC	Pool Rehab Project Improvements	204379	201607-Other Capital Improv-Pool Rehab	97,232.00
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					97,232.00

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	FRONTIER HARDWARE	South Yard Supplies	204390		3.59
440-4405-7650	FRONTIER HARDWARE	South Yard Supplies	204390		57.69
440-4405-7650	FRONTIER HARDWARE	South Yard Supplies	204390		15.24
440-4405-7673	CMC LIVESCAN & NOTARY SERVICE	Livescan Services	204350		20.00
440-4405-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 2/2016	204411		420.00
440-4405-7887	ALEX ROMO AUTO & TRUCK REPAIR	Veh 7 BIT Inspection	204371		158.81
440-4405-7887	FLEET SERVICE SPECIALIST LLC	Bus 103 Repair	204389		810.00
440-4405-7887	FLEET SERVICE SPECIALIST LLC	Bus 102 Starter Relay/Switch Plug Repair	204389		317.57
440-4405-7887	CREATIVE BUS SALES	Bus Route Holders	204330		63.31
440-4405-7887	CREATIVE BUS SALES	Bus 103 Rear Air Bags	204382		499.06
440-4405-7887	GRAINGER	South Yard Supplies	204392		94.66
440-4405-7985	U.S. BANK	Transit Brochures	204369		1,580.50
440-4425-7965	RKA CONSULTING GROUP	2015/16 ATP Engineering Svcs 12/15	204407	201604-Prof Svcs 440 (ATP)-ATP Design G	3,924.14
440-4425-7965	RKA CONSULTING GROUP	2015/16 ATP Engineering Svcs 1/16	204407	201604-Prof Svcs 440 (ATP)-ATP Design G	23,637.02
440-4425-7965	HUNT DESIGN ASSOCIATES INC	2919 ATP Gold Line Citywide Wayfinding 1/16	204397	201604-Prof Svcs 440 (ATP)-ATP Design G	1,912.47
440-4425-7965	HUNT DESIGN ASSOCIATES INC	2919 ATP Gold Line Citywide Wayfinding 1/16	204397	201604-Prof Svcs 440 (ATP)-ATP Design G	17.76
Fund 440 - PROPOSITION A TRANSIT FUND Total:					33,531.82

Council Warrant Register by Account

Payment Dates: 3/9/2016 - 3/22/2016

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-6225-7965	RKA CONSULTING GROUP	2015/16 ATP Engineering Svcs 12/15	204407	201604-Prof Svcs 620 (ATP)-ATP Design G	5,905.86
620-6225-7965	RKA CONSULTING GROUP	2015/16 ATP Engineering Svcs 1/16	204407	201604-Prof Svcs 620 (ATP)-ATP Design G	35,573.95
620-6225-7965	HUNT DESIGN ASSOCIATES INC	2919 ATP Gold Line Citywide Wayfinding 1/16	204397	201604-Prof Svcs 620 (ATP)-ATP Design G	2,878.28
620-6225-7965	HUNT DESIGN ASSOCIATES INC	2919 ATP Gold Line Citywide Wayfinding 1/16	204397	201604-Prof Svcs 620 (ATP)-ATP Design G	26.72
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					44,384.81
Grand Total:					552,032.43

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	365,874.46
220 - GAS TAX FUN	110.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	178.65
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	2,720.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	8,000.00
400 - PARK DEVELOPMENT GRANT FUND	97,232.00
440 - PROPOSITION A TRANSIT FUND	33,531.82
620 - COMMUNITY IMPROVEMENT FUND	44,384.81
Grand Total:	552,032.43

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7614	Office Supplies	410.45
100-1005-7641	Travel & Exp - Fasana	92.12
100-1005-7642	Travel & Exp - Finlay	92.12
100-1005-7646	Travel & Exp - Paras	47.12
100-1005-7980	Other Expenses	363.95
100-1010-7610	Travel, Mtgs & Conf	871.97
100-1010-7614	Office Supplies	52.66
100-1010-7650	Vehicle Maintenance	80.60
100-1010-7651	Election Services	87.30
100-1010-7670	Legal Notices	4,926.76
100-1010-7685	Content Delivery, Netwo	2,697.00
100-1010-7965	Professional Services	5,000.00
100-1010-7980	Other Expenses	49.99
100-1015-7680	City Attorney	7,941.96
100-1015-7684	Code Enforcement	3,578.93
100-1015-7686	Other Legal Services	8,702.54
100-1020-7711	Employee Recognition C	820.67
100-1020-7722	City Web Site	693.97
100-1020-7726	Council Cablecasting	49.99
100-1205-7612	Publications and Dues	170.00
100-1205-7614	Office Supplies	3.27
100-1205-7615	Emergency Supplies	761.90
100-1205-7650	Vehicle Maintenance	3,119.50
100-1205-7761	Parking Ticket Collect	6,505.85
100-1205-7779	Youth Programs	1,936.25
100-1205-7780	Animal Control	1,781.80
100-1205-7781	Contract Law Enforceme	267,239.96
100-1205-7784	Prisoner Maintenance	951.60
100-1205-7787	Public Safety Cntr Lease	9,020.32
100-1205-7980	Other Expenses	202.00
100-1211	Computer Loan Program	3,000.00
100-1405-7610	Travel, Mtgs & Conf	279.78
100-1405-7612	Publications and Dues	15.99
100-1405-7613	Duplications And Photos	1,473.14
100-1405-7614	Office Supplies	57.76
100-1405-7965	Professional Services	4,141.25
100-1405-7975	Economic Development	105.00
100-1410-7610	Travel, Mtgs & Conf	8.00
100-1410-7621	Other Supplies	69.93
100-1410-7650	Vehicle Maintenance	2,070.99
100-1410-7656	Emergency Generator	1,438.17
100-1410-7814	Graffiti Removal	140.00
100-1410-7887	Repairs & Replacements	4.02
100-1410-7980	Other Expenses	166.06
100-1500	Advances	2,762.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7012	Aquatics Salaries	975.00
100-1605-7650	Vehicle Maintenance	363.62
100-1605-7728	Americorp's VIP Progra	239.80
100-1605-7730	Special Events	173.39
100-1605-7731	Wilderness Day	90.75
100-1605-7733	Senior Center	1,363.59
100-1605-7735	Teen Center	1,321.27
100-1605-7736	Recreation Classes	289.80
100-1605-7739	Publicity	1,218.75
100-1605-7745	Boxing Program	887.76
100-1605-7980	Other Expenses	948.62
100-1610-7618	Building Supplies	1,286.48
100-1610-7652	Building Maint Services	317.75
100-1610-7830	Telephones	18.48
100-1610-8100	Other Capital Improvem	1,087.50
100-1805-7610	Travel, Mtgs & Conf	141.50
100-1805-7614	Office Supplies	152.58
100-1805-7980	Other Expenses	221.28
100-1810-7611	Training	192.22
100-1810-7614	Office Supplies	156.94
100-1810-7660	Other Services	32.00
100-1810-7671	Recruiting Advertisemen	16.19
100-1810-7980	Other Expenses	78.86
100-1815-7631	Equipment Maintenance	1,349.00
100-1815-7632	Software Maintenance	99.98
100-1825-7613	Duplications And Photos	424.46
100-1825-7688	Oil Recycling Grant	302.50
100-1825-7980	Other Expenses	32.23
100-2120	Refundable Deposits	6,200.00
100-2121	Pass Through Deposits	39.31
100-2122	Disability Access & Educ	84.90
100-4407	Sports Field Rentals	17.00
100-4408	Property Rental	1,462.48
100-5005	Taxable Sales	303.83
220-2210-7813	Regulatory Signs	110.69
240-2405-7888	Repairs-Citywide	178.65
260-2605-8061	ADA Curb Ramps	2,720.00
290-2905-7781	Contract Law Enforceme	8,000.00
400-4005-8100	Other Capital Improvem	97,232.00
440-4405-7650	Vehicle Maintenance	76.52
440-4405-7673	Physical Exams	20.00
440-4405-7814	Graffiti Removal	420.00
440-4405-7887	Repairs & Replacements	1,943.41
440-4405-7985	Other Expenses (Use of	1,580.50
440-4425-7965	Professional Services (A	29,491.39
620-6225-7965	Professional Services (A	44,384.81
Grand Total:		552,032.43

Project Account Summary

Project Account Key	Payment Amount
None	353,077.34
201525-Prof Svcs-Citywide Bike Plan-SR2T	2,398.75
201601-Construct-ADA CURB RMP FY15/16 (601723-15)	2,082.50
201602-Const-Spts Park Pkg Lot Imprv (601724-15)	637.50
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	29,491.39
201604-Prof Svcs 620 (ATP)-ATP Design Goldline	44,384.81
201605 - Duarte's Promise - America's Promise Exp	239.80
201606-Prof Svcs-2015/16 Fed Grant Admin	1,742.50

Project Account Summary

Project Account Key	Payment Amount
201607-Other Cap Impr-Pool Rehab	1,087.50
201607-Other Capital Improv-Pool Rehab	97,232.00
201616-Sheriff Contract-Calgrip FY2016-17	15,291.83
201616-Youth Programs-Calgrip FY 2016-17	2,471.47
201623-Pass Thru-COH Gold line Grand Open	39.31
201624-Wilderness Day	90.75
240000 - Oil Recycling Grnt -Used Oil Recycling Grnt	302.50
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,462.48
Grand Total:	552,032.43



City of Duarte

Successor Agency Council Warrant Register

By Payment Number

Payment Dates 3/9/2016 - 3/22/2016

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
2030	3/22/2016 30816	SA1815 FY14/15 Continuing Disclosure Annua	HARRELL & COMPANY ADVISORS LLC	690-6905-7311		5,350.00 5,350.00
2031	3/22/2016 740518	SA0196 City as Successor Agency to RDA 1/20	RUTAN & TUCKER LLP	690-6905-7312	201301-Legal-SA Legal Costs	2,486.00 2,486.00
EFT02652	3/17/2016 03172016C	SA1035 2007 TAB C Interest Payment Due 4/	US BANK	690-6905-8352		30,600.00 30,600.00
EFT02652	3/17/2016 03172016C1	SA1035 2007 TAB C Interest Payment Due 4/	US BANK	690-1100		-1.64 -1.64
EFT02653	3/17/2016 03172016A	SA1035 2007 TAB A Interest Payment Due 4/	US BANK	690-6905-8350		148,700.00 148,700.00
EFT02653	3/17/2016 03172016A1	SA1035 2007 TAB A Interest Payment Due 4/	US BANK	690-1100		-5.19 -5.19
EFT02654	3/17/2016 03172016B	SA1035 2007 TAB B Interest Payment Due 4/	US BANK	690-6905-8351		67,321.88 67,321.88
EFT02654	3/17/2016 03172016B1	SA1035 2007 TAB B Interest Payment Due 4/	US BANK	690-1100		-30.98 -30.98
Payment Total:						254,420.07

Report Summary

Fund Summary

Fund	Payment Amount
690 - Successor Agency Debt Service	254,420.07
Grand Total:	254,420.07

Account Summary

Account Number	Account Name	Payment Amount
690-1100	Cash/Invest- Fiscal Agen	-37.81
690-6905-7311	SA Administrative Servic	5,350.00
690-6905-7312	SA Legal Counsel	2,486.00
690-6905-8350	SA TAB A Interest Exp	148,700.00
690-6905-8351	SA TAB B Interest Exp	67,321.88
690-6905-8352	SA TAB C Interest Exp	30,600.00
Grand Total:		254,420.07

Project Account Summary

Project Account Key	Payment Amount
None	251,934.07
201301-Legal-SA Legal Costs	2,486.00
Grand Total:	254,420.07

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: March 17, 2016
SUBJECT: Conference Attendance – City Council Meeting of March 22, 2016

California Contract Cities Association
57th Annual Municipal Seminar
May 12-15, 2016
Renaissance Indian Wells Resort and Spa
44000 Indian Wells Lane, Indian Wells 92210
Registration: \$575 until 5/1/16
Hotel: \$214/night



CALIFORNIA CONTRACT CITIES ASSOCIATION



When

Thursday May 12, 2016 at 2:00 PM PDT

-to-

Sunday May 15, 2016 at 12:00 PM PDT

[Add to Calendar](#)

Where

Renaissance Indian Wells Resort & Spa

44400 Indian Wells Lane
Indian Wells, CA 92210



[Driving Directions](#)

Registration is now open for the

57th Annual Municipal Seminar

May 12-15, 2016

Renaissance Indian Wells Resort and Spa

THE

POWER OF CITIES

[Click Here to Register Now!](#)

Early bird pricing starts at \$575

For Group Rate Room Reservations visit

www.contractcities.org

2016 Host City



THE POWER OF CITIES

We're thrilled to announce that registration is now open for our 57th Annual Municipal Seminar in Indian Wells to be held May 12-15, 2016 at the Renaissance Indian Wells Resort and Spa.

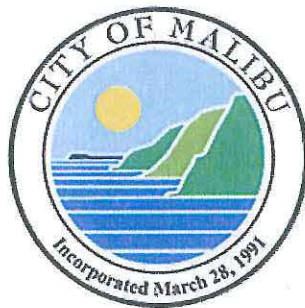
The 2016 conference is designed to give you opportunities to hear from industry leaders, build and enhance skills and get the latest on cities working together through Finance, Public Safety, and the power of Women and Latinos.

KEYNOTES AND ENTERTAINMENT

The main conference will feature keynote speakers, more than 20 sessions and networking events, including Casino Night and Special Entertainment from the Wise Guys with a spectacular firework show presented by TNT Fireworks.

Stay tuned as we will be adding speakers and more details on the Program!

Program Brought to you By City of Malibu



Vice President and Seminar Chair, Lou La Monte - City of Malibu

COMING SOON

Golf Tournament Information | Associate Membership Renewals | Sponsorship and Table Top Opportunities | Hospitality Room Incentives

Register today and take advantage of our early bird pricing of \$575

\$625.00 after May 2, 2016

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Darrell J. George, City Manager
Date: March 17, 2016
Subject: Authorization for City Manager to execute a three-year License Agreement with Southern California Edison Company (SCE) for 21-space parking lot at the Duarte Post Office, effective May 1, 2016 – April 30, 2019

Recommendation

It is recommended that the City Council approve and authorize the City Manager to execute on behalf of the City a three-year License Agreement with Southern California Edison Company effective May 1, 2016, through April 30, 2019, for use of the 21-space parking lot at the Duarte Post Office located at 1220 Highland Avenue.

Background

For decades, patrons of the Duarte Post Office and city officials alike complained about the lack of adequate parking at the Duarte Post Office. In 2000, the parking lot was finally expanded with assistance from the offices of US Senator Barbara Boxer and the City's then Congressman, David Dreier. The parking lot was expanded from 11 to 32, spaces and included a convenient new mail drop box. The City spent approximately \$45,000 to design, construct and landscape the new parking lot. The City also assumed liability, maintenance and utility costs for the property. To accomplish this project, the City entered into a licensing agreement between the City and Southern California Edison for land associated with the 21-space lot. At the same time, the City also negotiated a separate ground lease with the United States Postal Service getting them to reimburse the costs associated with 12 of the 21 spots. This arrangement continued for approximately 15 years.

Discussion

The USPS recently notified the City that it no longer was going to enter into a ground lease with the City for 12 of the 21 spaces due to mail delivery changes at the Duarte facility. Specifically, the mail is no longer delivered directly out of the facility and hasn't been for several years. Thus, letter carriers no longer work out of this facility leaving all the parking in back of the facility theoretically available for public parking. However, the USPS does recognize the value of this additional parking area for it houses the very popular drive-through post office boxes and is willing to leave those in place. A separate agreement for just those boxes will be executed at a later date.

This agreement was originally presented at the March 8, 2016, meeting with a five-year term. After discussion, the Council asked staff to go back to SCE requesting a one-year term. Contact regarding this request was made, and after consideration, SCE returned with a final term of three years. Staff is recommending approval of this three-year term, keeping in mind that termination of the agreement can happen at any time with a 30-day notice. By keeping the agreement in force, all parking spaces will remain open for public use, and the drive-through mailboxes will remain usable in their current location. This will go a long way toward satisfying public need and avoiding resident backlash as what occurred recently in Arcadia when the boxes were moved.

The agreement needs to be renewed this year for the next three-year period commencing May 1, 2016 through April 30, 2019. The terms and conditions for the Edison agreement remain unchanged. As before, it contains annual 3% increases. The Edison agreement also immediately requires the City to submit proof of insurance naming the company as additionally insured when paying the first installment.

Fiscal Impact

The City will pay Southern California Edison approximately \$23,176.40 out of account no.100-1020-7724 over the next three years if it goes the full term for the attached license agreement.

CITY OF DUARTE

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. NON-POSSESSORY INTEREST
32. WAIVER
33. AUTHORITY
34. ATTORNEY FEES
35. ELECTRIC AND MAGNETIC FIELDS
36. INDUCED VOLTAGES

Initial (____)/(____)
Licensor/Licensee

37. NOTICES

38. RECORDING

39. COMPLETE AGREEMENT

40. SIGNATURE AUTHORITY

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

TREES AND LANDSCAPING

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF DUARTE, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 8529-012-800, situated in the City of Duarte, County of Los Angeles, State of California.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property for parking purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of three (3) years commencing on the first day of May, 2016 and ending on the last day of April, 2019. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Eight Hundred Seventy Four and 50/100 Dollars (\$1,874.50) upon the execution and delivery of this Agreement with subsequent quarterly payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

(this space left intentionally blank)

Initial (____)/(____)
Licensor/Licensee

Year	Term	Yearly Amount	Quarterly Amount	Payment Due First Day Of
First Year	May 1, 2016 – April 30, 2017	\$7,498.00	\$1,874.50	2016 May/August/November 2017 February
Second Year	May 1, 2017 – April 30, 2018	\$7,723.00	\$1,930.75	2017 May/August/November 2018 February
Third Year	May 1, 2018 – April 30, 2019	\$7,955.00	\$1,988.75	2018 May/August/November 2019 February

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the full amount that was due on said date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 37 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

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Licensor/Licensee

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	36 feet
220 kV -- 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

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Licensor/Licensee

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allows others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit -dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

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15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole

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cost and expense of Licensee, without obligation on the part of Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing, unless otherwise extended by Licensor at the sole and absolute discretion of the Licensor. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensor's consent to either an amendment or a new license, such consent may be withheld in Licensor's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensor. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.

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- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licensor shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

33. Authority: This License Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated

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herein by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and local laws and regulations. This License Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this License Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

35. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced

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Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

37. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management - Metro Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Business Telephone No. (626) 357-7931 Ext: 221

Licensee will immediately notify Licensor of any address change.

38. Recording: Licensee will not record this Agreement.

39. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

40. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

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Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____
LICENSOR

Date

LILY DIEP
Land Services Agent
Land Management - Metro Region
Real Properties Department

CITY OF DUARTE

By _____
LICENSEE

Date

Print Name: _____

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APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles

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- c. 100 foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved at any time
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified in accordance with the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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ADDENDUM

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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ADDENDUM

TREES/LANDSCAPING

Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

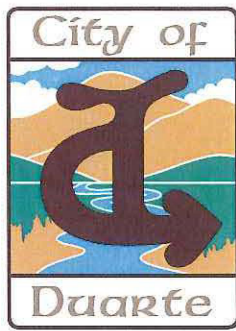
Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____)
Licensor/Licensee



City of Duarte

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

To: Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety

Subject: Approval of Amended Los Angeles County Sheriff Contract Adding an Additional Patrol Unit

Date: March 10, 2016

Background

The City of Duarte, like a majority of cities in California, experienced an increase in Part 1 crimes last year. This trend is the exact opposite of the rest of the Country, where they continue to see a decrease in Part 1 crimes. Although it is still too early to pin this solely on the voter approved Proposition 47, Public Safety professionals are concerned that adopting a measure to allow non-violent offenders and drug users out of jail with treatment and supervision without a plan or a budget to administer the treatment or supervision was not prudent.

Discussion

In order to continue to be proactive in our approach to preventing and suppressing crime, the Public Safety Department began, in January 2016, to gather information to introduce the possibility of adding an additional patrol unit to the Sheriff Department contract. This was in preparation for the Annual Budget meeting scheduled for May 2, 2016. However, due to an escalating amount of home burglaries in Duarte and the City of Bradbury, in addition to a recent violent crime, the City of Bradbury met with the City Manager and expressed an interest in increasing patrol and paying a portion of the amended contract to address this uptick.

The City of Duarte has the ability to amend the Sheriff Contract at any time.

Fiscal Impact

The cost to add an additional patrol unit to the contract is \$169,172.82 annually. The Sheriff Department bills cities for the first year that they contract for a new item at a discounted rate. The discounted rate is labeled as a growth unit and it is billed at a grant rate. After eighteen months, the cost of the additional unit will increase to \$279,245.34 (not including cost of living increases or Liability Trust Fund increases) if the additional unit is not linked to a grant. There is the possibility of linking this additional unit to a grant by partnering with the City of Bradbury, who could potentially use State Supplemental Law Enforcement Funds (COPS Funds) to contract for this unit.

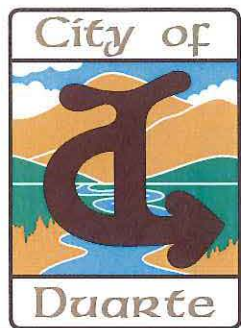
Adding an additional unit with a start date of April 1, 2016, will impact this fiscal year in the amount of \$42,293.21. The City of Bradbury is willing to fund \$25,000 towards the additional unit for this fiscal year, and \$75,000 for next fiscal year. The potential fiscal impact to the City of Duarte for this fiscal year would be \$17,293.21. The impact for fiscal year 2016/2017 will be discussed at the Annual Budget meeting.

Staff Recommendations

Staff recommends that the Honorable Mayor and City Council approve the amendment to the Los Angeles County Sheriff Department contract adding an additional patrol unit, and authorize the City Manager or his designee to sign the amended contract.

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 = Brand of the original Andres Duarte Rancho



City of Duarte

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

To: The Honorable Mayor and City Council

From: Brian Villalobos; Director of Public Safety Services

Subject: Approve Responses to the 2015/2016 Civil Grand Jury Interim Report Entitled "Inadequate El Niño Planning for County Homeless Population"

Date: March 10, 2016

Background:

The Los Angeles County Civil Grand Jury (CGJ) investigates county, city, and joint power agencies and their operations. Planning for the safety and care of homeless residents during the expected 2016 El Niño has been one of the investigatory topics of the 2015/2016 CGJ. Findings are developed into recommendations regarding government and public services. The CGJ asked for a written response from each of the 88 cities within the County of Los Angeles (County), as well as the County regarding the findings and recommendations contained in that report pursuant to Penal Code Section 933 et seq. Each city is obligated to file a response.

Attached is the City's response to CGJ's interim recommendations.

Fiscal Impact:

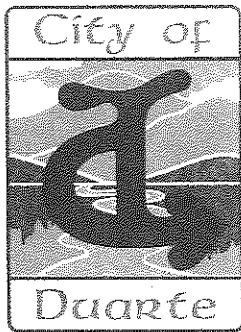
N/A

Recommended Action:

Staff recommends the Mayor and City Council approve the responses to the interim findings and recommendations of the 2015/2016 Civil Grand Jury Interim Report entitled "Inadequate El Niño Planning for County Homeless Population" and the transmittal of responses to the Civil Grand Jury, in a form approved by the City Attorney.

Attachments:

1. Civil Grand Jury Interim Report
2. Response to Interim Grand Jury Recommendations



City of Duarte

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

March 10, 2016

Presiding Judge
Los Angeles County Superior Court
Clara Shortridge Foltz Criminal Justice Center
210 W. Temple Street
11th Floor – Room 11-506
Los Angeles, CA. 90012

Mayor
Samuel Kang
Mayor Pro Tem
Margaret E. Finlay
Councilmembers
John Fasana
Tzeitel Paras-Caracci
Liz Reilly
City Manager
Darrell George

Subject: Response to Interim Report by the 2015/2016 Los Angeles County Civil Grand Jury – Inadequate El Niño Planning for County Homeless Population

The City of Duarte appreciates the concern of the Los Angeles County Civil Grand Jury related to the impact the forecasted El Niño storms will place on the County's homeless population. The City of Duarte acknowledges the recommendations by the Civil Grand Jury in its Interim Report and provides this letter to respond to the recommendations.

The City of Duarte is a member of the San Gabriel Valley Council of Governments (SGVCOG), which is made up of 31 cities, 3 Los Angeles County Supervisorial Districts, and 3 Municipal Water Districts located in the San Gabriel Valley. The SGVCOG serves as a regional voice for its member agencies and works to improve the quality of life for the more than 2 million residents living in the San Gabriel Valley. Cities within the SGVCOG region are impacted by homelessness and recognized, that individually, each city did not have the resources to meaningfully address the homeless issue on their own.

Every January, the County of Los Angeles together with SGVCOG member cities work with the Los Angeles Homeless Service Authority (LAHSA) to perform a point in time count of people who are homeless in each city. According to the official count conducted on January 26, 2016, a total of 9 homeless individuals were identified by volunteers within a total of 4 census tracts within the City of Duarte. It should be noted that the City of Duarte participated in the 2015 Homeless Count and a total of 23 homeless individuals were identified.

Recognizing the need to address homelessness, SGVCOG member agencies have joined together in an ongoing coordinated effort to combine resources to respond and reduce the

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number of homeless in the SGVCOG region. In 2015, the SGVCOG partnered with Union Station Homeless Services to provide a coordinated entry system for homeless in the San Gabriel Valley. In 2014, union Station Homeless Services partnered with the United Way and LAHSA to become the lead homeless agency in the San Gabriel Valley. Coordinating the efforts of over 40 social service agencies in an effort to end chronic veteran and family homelessness in the region.

The City of Duarte believes that the partnerships created meet the long term intent to reduce homelessness in the San Gabriel Valley and satisfy the recommendations in the Civil Grand Jury's Interim Report. Below are the responses to the Los Angeles County Civil Grand Jury Interim Recommendations:

IR1.1. The County of Los Angeles and each of its 88 cities should immediately locate buildings that could be used to shelter the approximately 29,000 people who will not be accommodated by the plans known to the CGJ from the expected torrential rains.

The City of Duarte understands the challenges presented in the Grand Jury Interim Report on El Niño Planning for the County's homeless population. The City of Duarte has been working cooperatively for years with multiple agencies to address and safeguard the well-being of the region's homeless population, both during the immediate threat of El Niño and in the long term. The City of Duarte recognizes that the lead agency for our area is the Los Angeles County Homeless Services Authority (LAHSA). LAHSA is statutorily charged with the provision of resources, including sheltering, for the entirety of Los Angeles County. LAHSA's primary role is to coordinate the effective and efficient utilization of Federal and local funding in providing services to homeless families and individuals in Los Angeles County. As such see the attached 2015-16 Winter Shelter Program Schedule.

IR1.2. The County of Los Angeles and each of its 88 cities should determine what additional supplies and equipment need to be relocated to the buildings identified above to provide for the basic human needs of the people housed in those buildings during the El Niño event. These buildings should be identified and located according to need across the County. Shelters additionally should provide space for personal items and be staffed and controlled by Department of Health employees and patrolled by police.

In a proactive response to the El Niño storm forecast, Los Angeles County, via LAHSA, opened emergency shelters for people who are homeless during the months of November through March. This "winter shelter" system is designed specifically for people on the streets who are experiencing inclement weather, and provides shelter, food, clothing, and support services. Additionally, the Department of Mental Health and the Los Angeles County Sheriff Department and other service providers have been conducting outreach in riverbed areas and flood channels in advance of predicted El Niño storms.

IR1.3. The County and its 88 cities should immediately take steps to reasonably modify ordinances and regulations that would impede the sheltering of people in

public structures and facilities during the El Niño event, by relaxing restrictions in health, fire, and other safety standards applicable to non-catastrophic times.

In 2010, the City of Duarte Development Code was created, which identified particular zones for emergency sheltering. The following zones are permitted as emergency shelter zones: Hospital, Industrial and Public Facility Zones. Per Duarte Development Code Section 19.14.020, 19.16.020, and 19.18.020 Emergency Shelters are permitted by right, meaning that without special permits or approvals, emergency housing can be provided. This is consistent with California Government Code Section 65583(a)(4a).

Given the initiatives already undertaken to alleviate the impacts of El Niño on homeless persons in Duarte, the City has not identified any health, fire, or safety standards that it believes would provide cognizable additional benefits, or that should be relaxed, given the balance the City must strike between addressing the specific issues raised by this temporary climatic condition on the homeless, and the broader protections such fire, health, and safety standards directly provided to those seeking shelter, the volunteers who serve them, and the public at large.

IR1.4. The County of Los Angeles and its 88 cities should immediately take steps to waive ordinances and regulations that for whatever reason similarly block private entities from providing temporary shelter to people without homes.

As indicated above the City of Duarte amended its code in 2010 to identify and allow for emergency shelter.

IR1.5. The County of Los Angeles and each of its 88 cities at a minimum should purchase and provide tents, tarps, and ponchos, to people who cannot be accommodated in shelters because they have pets or for whom there is no room in existing emergency shelters. Every step should be taken to assure that unsheltered people remain dry and avoid hypothermia.

The attached LAHSA 2015-16 Winter Shelter Program includes shelter locations and a free transportation schedule. Additionally, the City of Duarte issues ponchos to Los Angeles County Deputy Sheriff's assigned to patrol Duarte to hand out to homeless individuals in need. The City of Duarte has its own animal control agency and has the ability to house small pets for a short period of time in emergencies.

IR1.6 The County and its 88 cities should make plans or they should partner with non-governmental entities to distribute these supplies.

The City of Duarte agrees that partnerships with non-governmental entities are essential in addressing the critical short-term and chronic long-term needs of our homeless residents. The City of Duarte partners with LAHSA, Union Station, and Foothill Family Services to assist in the needed distribution of supplies.

IR1.7 Public Service Announcement should be made throughout Los Angeles County about the location of public building shelters available to unsheltered people, including public transportation when needed.

The City of Duarte agrees public service announcements are essential to continue spreading the word about the location and availability of shelters, including public transportation. That is why the City, through its partnership with LAHSA and Union Station and its contract with the Los Angeles County Sheriff Department have been providing outreach efforts to homeless individuals that have been identified in encampments and hotspots. Additionally, local newspapers and media outlets provide information about shelters and handouts are provided at City buildings and Deputy Sheriff personnel carry handouts in their patrol vehicles.

The City of Duarte appreciates the opportunity to respond to the Los Angeles County Civil Grand Jury Interim Report recommendations. If you need further assistance, please feel free to contact our Director of Public Safety Brian Villalobos at bcvillal@lasd.org or by phone at (626) 357-7938 x302.

Sincerely,

Darrell George
City Manager

**INADEQUATE EL NIÑO PLANNING
FOR COUNTY HOMELESS POPULATION:
An Interim Report (IR) by the
2015-2016 Los Angeles County Civil Grand Jury**

I. EXECUTIVE SUMMARY

The enormous and growing number of people without homes in Los Angeles County is tragic.¹ Our county must better address the reality that more than seventy (70) percent of them, about 29,000 people, will be unsheltered during what is expected to be a historic rainy season. The members of the 2015-2016 Los Angeles County Civil Grand Jury (CGJ) are alarmed by this fact. We have learned, as a result of recent inquiries to the 22 largest cities in the county,² that not enough is being accomplished to alleviate the suffering that is certain to increase among those who lack reliable shelter as a massive El Niño weather pattern approaches.³

We urge at a minimum that funds be expended for the immediate stockpiling of supplies and equipment sufficient to provide at least minimal sheltering for homeless people who cannot be accommodated in shelters so that they might survive the rainstorms to come. A plan to efficiently distribute these supplies must be put in place.

The CGJ is pleased that there is an effort to clear riverbanks and dry washes of human encampments as the winter approaches,⁴ but we are very concerned that the 2,772 shelter and surge capacity beds⁵ planned by the Los Angeles Homeless Services Authority (LAHSA) is just a fraction of the number necessary to shelter homeless people in severe weather. Moreover, the information we received also indicates that current planning by individual cities will not adequately supplement the LAHSA shelters.⁶

The CGJ believes this situation is unconscionable and grossly inadequate.

¹ The Los Angeles Homeless Services Authority reported 44,359 homeless people in Los Angeles County in its January 2015 count. http://www.lahsa.org/homelesscount_results

² See Appendix: Los Angeles County Civil Grand Jury Homeless Survey

³ This El Niño is predicted to be perhaps the strongest on record. <http://www.latimes.com/local/weather/la-me-in-el-nino-coming-20151113-story.html> The sea-surface water temperature in the Eastern Pacific Ocean reached its highest average point at this time of year since 1950. <http://www.wunderground.com/news/strong-el-nino-december-2015> Above-average precipitation is forecast during the 90-day period beginning in January 2016. http://www.cpc.ncep.noaa.gov/products/predictions/long_range/lead01/off01_prdp.gif

⁴ <http://www.latimes.com/local/countygovernment/la-me-tujunga-cleanup-20151115-story.html>

⁵ http://documents.lahsa.org/Programs/funding/2015/2015_WSP_RFP_Funding_Recommendations.pdf
http://file.lacounty.gov/bc/q4_2015/cms1_235457.pdf

⁶ See Exhibit B, *infra*.

II. RECOMMENDATIONS

The Los Angeles County Civil Grand Jury therefore makes the following recommendations.

IR1.1. The County of Los Angeles and each of its 88 cities should immediately locate buildings that could be used to shelter the approximately 29,000 homeless people who will not be accommodated by the plans known to the CGJ from the expected torrential rains.

IR1.2. The County of Los Angeles and each of its 88 cities should determine what additional supplies and equipment need to be relocated to the buildings identified above to provide for the basic human needs of the people housed in those buildings during the El Niño event. These buildings should be identified and located according to need across the County. Shelters additionally should provide space for personal items and be staffed and controlled by Department of Health employees and patrolled by police.

IR1.3. The County and its 88 cities should immediately take steps to reasonably modify ordinances and regulations that would impede the sheltering of people in public structures and facilities during the El Niño event, by relaxing restrictions in health, fire, and other safety standards applicable to non-catastrophic times.

IR1.4. The County and its 88 cities should immediately take steps to waive ordinances and regulations that for whatever reason similarly block private entities from providing temporary shelter to people without homes.

IR1.5. The County of Los Angeles and each of its 88 cities at a minimum should purchase and provide tents, tarps, and ponchos to people who cannot be accommodated in shelters because they have pets or for whom there is no room in existing emergency shelters. Every step should be taken to assure that unsheltered people remain dry and avoid hypothermia.

IR1.6. The County and its 88 cities should make plans or they should partner with non-governmental entities to distribute these supplies.

IR1.7. Public Service Announcements should be made throughout Los Angeles County about the location of public-building shelters available to unsheltered people, including public transportation when needed.

III. BACKGROUND

The CGJ is aware that approximately 44,000 people are homeless in our county and that on any given night seventy (70) percent of them are not sheltered.⁷ Thus every day more than 29,000 people sleep on our streets and in parks. The County and its largest cities have developed plans for the coming winter that include providing emergency shelter for just a fraction of that number.⁸

IV. METHODS AND PROCEDURES

The CGJ gathered information from cities within the county with populations exceeding 85,000. The questionnaire sent to city managers and to the Los Angeles Homeless Services Authority (LAHSA)⁹ asked recipients to provide a current estimate of homeless people in their jurisdictions and to detail plans to shelter those individuals in extreme weather. The questionnaire is attached in the Appendix.

V. DATA

The Grand Jury examined the data it collected and *focused on the information pertaining to cities of 100,000 or more in population.* These sixteen (16) cities, listed in Exhibit B, are located in all areas of Los Angeles County. The data present a clear picture of what preparations have been made to provide shelter to the County's homeless population during severe winter storms.

The data clearly shows that the number of beds planned will benefit just a fraction of the homeless population. Approximately 25,000 unsheltered homeless people in large cities across the County will be left unsheltered. Preventable outcomes, such as great suffering and possible loss of life in an already unhealthy segment of our population, will likely occur.

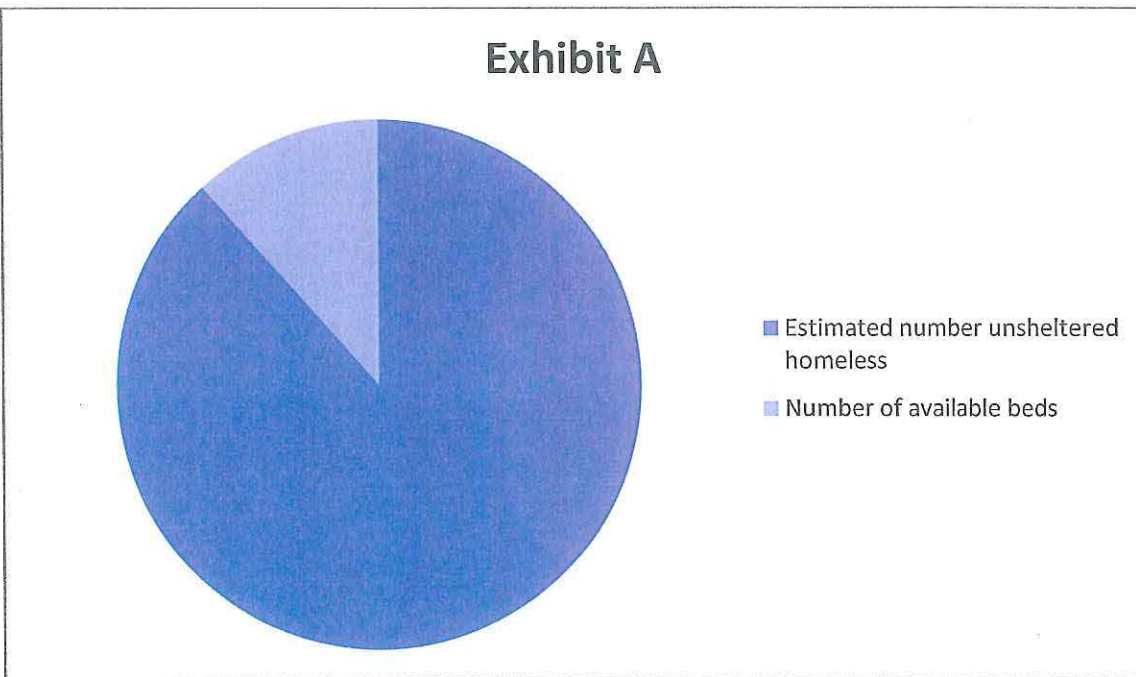
Exhibit A, which follows, is a chart showing the relationship between the total estimated numbers of unsheltered homeless people in those cities compared to the projected number of winter storm shelter beds provided by Los Angeles County and those sixteen (16) cities.

⁷ http://lahsa.org/homelesscount_results

⁸ See data in Exhibit B. This report specifically does not address shelter beds that are not funded directly by Los Angeles County or its 88 cities.

⁹ LAHSA covers all of Los Angeles County and assists county departments and independent cities coordinate the local response to the ever-increasing number of individuals without homes in the county.

Exhibit A



This pie chart shows that only 13.2% of the unsheltered homeless people in LA County's 16 largest cities will have shelter beds provided by LA County or the cities themselves.

Exhibit B lists the County's sixteen (16) largest cities and shows the number of homeless people, including those unsheltered, indicated by those cities. It also lists the number of winter shelter beds planned to be available.

EXHIBIT B

COUNTY CITIES WITH POPULATION >100,000	ESTIMATED NUMBER HOMELESS	ESTIMATED NUMBER UNSHELTERED HOMELESS	NUMBER OF AVAILABLE BEDS
BURBANK	168	168	0
DOWNEY	180	165	0
EL MONTE	238	122	136
GLENDALE	208	128	80
INGLEWOOD*	150	50	100
LANCASTER*	2,818	2,612	104
LOS ANGELES	25,686	17,687	2,239
LONG BEACH*	2,345	1,513	144
NORWALK	235	118	117
PALMDALE	416	416	0
PASADENA	632	488	144
POMONA*	912	588	125
SANTA CLARITA*	298	238	60
SOUTH GATE	189	189	0
TORRANCE	28	28	0
WEST COVINA	72	72	0
TOTAL	34,575	24,582	3,249

This chart lists the 16 largest cities in Los Angeles County and the estimated number of homeless people and unsheltered homeless people in each (provided by the cities themselves). It lists the number of winter shelter beds planned for each jurisdiction. Every effort was made by the CGJ to obtain accurate information for this chart.

*The available bed number listed is included in LAHSA Winter Shelter grants for 2015-2016.

VI. FINDINGS

There are more than 44,000 homeless people in Los Angeles County.

There is a severe lack of shelter beds and/or emergency beds available in Los Angeles County.

There is very little substantive planning, at least as reported to the CGJ, that has the purpose of keeping large numbers of people dry during severe rainstorms.

There are coordinated sweeps of river banks and dry washes, and, presumably, other areas known to present risk of flooding.

There is little or no effort to suspend ordinances and regulations to provide additional shelter by government or private entities.

Some private entities would provide emergency shelter if permitted to do so.

VII. REQUEST FOR RESPONSE

California Penal Code Sections 933(c) and 933.05 require a written response to all recommendations contained in this report. Such recommendations shall be made no later than ninety (90) days after the Civil Grand Jury publishes its report (files it with the Clerk of the Court).

All responses to these interim recommendations of the 2015-2016 Civil Grand Jury must be submitted within ninety (90) days following the release of the report to the public, to:

Presiding Judge
Los Angeles County Superior Court
Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Eleventh Floor-Room 11-506
Los Angeles, CA 90012

Responses are required from:

Los Angeles County Board of Supervisors: IR1.1, IR1.2, IR1.3, IR1.4, IR1.5, IR1.6, and IR1.7.

The 88 cities of Los Angeles County: IR1.1, IR1.2, IR1.3, IR1.4, IR1.5, IR1.6, and IR1.7.

Agoura Hills	Lancaster
Alhambra	Lawndale
Arcadia	Lomita
Artesia	Long Beach
Avalon	Los Angeles
Azusa	Lynwood
Baldwin Park	Malibu
Bell	Manhattan Beach

Bell Gardens
Bellflower
Beverly Hills
Bradbury
Burbank
Calabasas
Carson
Cerritos
Claremont
Commerce
Compton
Covina
Cudahy
Culver City
Diamond Bar
Downey
Duarte
El Monte
El Segundo
Gardena
Glendale
Glendora
Hawaiian Gardens
Hawthorne
Hermosa Beach
Hidden Hills
Huntington Park
Industry
Inglewood
Irwindale
La Cañada Flintridge
La Habra Heights
La Mirada
La Puente
La Verne
Lakewood

Maywood
Monrovia
Montebello
Monterey Park
Norwalk
Palmdale
Palos Verdes Estates
Paramount
Pasadena
Pico Rivera
Pomona
Rancho Palos Verdes
Redondo Beach
Rolling Hills
Rolling Hills Estates
Rosemead
San Dimas
San Fernando
San Gabriel
San Marino
Santa Clarita
Santa Fe Springs
Santa Monica
Sierra Madre
Signal Hill
South El Monte
South Gate
South Pasadena
Temple City
Torrance
Vernon
Walnut
West Covina
West Hollywood
Westlake Village
Whittier

VIII. ACRONYMS

CGJ Civil Grand Jury

IR Interim Report

LAHSA Los Angeles Homeless Services Authority

IX. COMMITTEE MEMBERS

Heather H. Preimesberger, Co-Chairperson
Cynthia T. Vance, Co-Chairperson
Edna E. McDonald Stephen Press
Molly Milligan Patricia T. Turner
Sandy A. Orton Bob P. Villacarlos



2015-16 WINTER SHELTER PROGRAM

Shelter Locations and Transportation Schedule

Those in need of emergency shelter are encouraged to go directly to one of the listed pick-up points for free transportation, rather than the site address, unless otherwise indicated. Most shelters will open at approximately 5:00 PM. For information about the shelters, please refer to the contact information on this document.

Shelters operated in partnership with the California National Guard are subject to Non-Availability Dates due to military operations.

Winter Shelter Hotline

Phone: 1-800-548-6047

TDD: 1-800-660-4026

(For the deaf and hearing disabled)

Website address: www.lahsa.org

******Information contained in this document is subject to change.
Please check the website regularly for updates******

**2015-2016 Winter Shelter Program
East San Gabriel Valley Coalition For Homeless (ESGVCH)**

Shelter #: 626-252-9060

Office Phone: 626-333-7204 Fax: 626-333-7260

8:30 a.m. – 1:30 p.m.

Bus Pick-up Schedule

Times may vary due to traffic and weather conditions.

Bus #1 El Monte @ 5:00p-5:10p at N/E corner of Valley Blvd and Gilman Road. This intersection is unmarked, next to 12351 Valley Blvd. El Monte @ 5:20p-5:30p at *Location to be determined* Baldwin Park @ 5:50p-6:00p at Home Depot parking lot. Northside of 10 Freeway at Puente Ave. meets at the S/E corner of lot.	Bus #2 Glendora @ 5:00p-5:10p N/E corner of Barranca Ave and Arrow Hwy West Covina @ 5:40p-5:50p 444 S. Glendora Ave at the former Big O Tires La Puente @ 6:05p-6:15p Meet in the parking lot near the S/W corner of Glendora Ave & Temple Ave
--	--

Shelter Schedule

Dec. 1 – Dec. 16 St. Christopher Catholic Church 629 S. Glendora Ave. West Covina, CA 91790 Cross Street: Cameron Showers Available	Dec. 17 – Jan. 1 St. Dorothy's Catholic Church 241 S. Valley Center Ave. Glendora, CA 91741-3854 Cross Street: Foothill Blvd. Showers Available
Jan. 2 – Jan. 15 Glenkirk Presbyterian Church 1700 East Palopinto Glendora, CA 91740 Cross Street: Lonehill Avenue Showers Available	Jan. 16 – Jan. 31 St. John Vianney Catholic Church 1345 Turnbull Canyon Road Hacienda Heights, CA 91745 Cross Street: Gale Avenue Showers Available
Feb. 1 – Feb. 15 Holy Name of Mary 724 E Bonita Ave San Dimas, CA 91773 Showers Available	Feb. 16 – Feb. 29 St. Elizabeth Ann Seton Catholic Church 1835 Larkvane Road Rowland Heights, CA 91746 Cross Street: Colima Rd. Showers Available

Service Planning Area 3 (San Gabriel Valley)

Volunteers of America of Los Angeles - Pomona Armory (104 bed program)	600 S. Park Avenue, Pomona, CA 91767	(909)634-4461
Shelter Operates: October 15, 2015 through March 31, 2016		
Program will operate as a walk-in shelter. Clients cannot line up outside the gate. The gates will be open at 4pm and clients can line up inside until the doors open at 5pm. There are no pick up locations or special assistance offered for transportation. Program participants are encouraged to take public transit to the shelter location.		

East San Gabriel Valley Coalition (174 bed program)	Rotating Churches, East San Gabriel Valley, CA (See below for church schedule)	(626) 252-9060 (626) 333-7204
Shelter Operates: December 1, 2015 through March 15, 2016		
Transportation Pick-up Point:	Pick-up Address:	Time:
Bus Route A - Dec. 1-16, Jan. 16 - Jan. 31, Feb. 16 - Feb. 29		
Unmarked Intersection, El Monte	Northeast corner of Valley Blvd. and Gilman Road, Next to 12351 Valley Blvd.	5:00-5:10pm
Glendora	Northeast corner of Barranca Ave. and Arrow Highway	5:00-5:10pm
El Monte Metro Station	Bay 6, at the rear of the lower level	5:20-5:30pm
The former Big O Tires, West Covina	444 S. Glendora Ave. (sidewalk)	5:40-5:50pm
Home Depot Parking Lot, Baldwin Park	Puente Avenue (Located near McDonald's restaurant on the Southeast corner, just north of I-10 freeway)	5:50-6:00pm
La Puente	Meet in the parking lot near the S/W corner of Glendora Ave & Temple Ave	6:05-6:15pm
Bus Route B - Dec. 17 - Jan. 15, Feb. 1 - Feb. 15		
Unmarked Intersection, El Monte	Northeast corner of Valley Blvd. and Gilman Road, Next to 12351 Valley Blvd.	5:00-5:10pm
La Puente	Meet in the parking lot near the S/W corner of Glendora Ave & Temple Ave	5:00-5:10pm
El Monte Metro Station	Bay 6, at the rear of the lower level	5:20-5:30pm
The former Big O Tires, West Covina	444 S. Glendora Ave. (sidewalk)	5:30-5:40pm
Home Depot Parking Lot, Baldwin Park	Puente Avenue (Located near McDonald's restaurant on the	5:50-6:00pm

**** Times may vary due to traffic or weather. Schedule maybe adjusted to meet current needs. Please arrive 5 minutes early. **** 3