MEMORANDUM

TO: City Council

FROM: Assistant City Manager

DATE: February 9, 2017

SUBJECT: Comments on Agenda Items, Meeting of February 14, 2017

ITEM 6A. A representative from the Mayor's Youth Council will provide an update on recent activities they have undertaken.

ITEM 6B. The Quarterly Report from the Duarte Chamber of Commerce will be presented by Chairman Tina Carey. A copy of the presentation is included in the agenda packet.

ITEM 10D. (Consent Calendar) Staff is recommending that the City Council approve the Resolution accepting the third and final year of CALGRIP funding in the amount of $325,171 for January 1, 2017 through December 31, 2017. Each individual year of this three-year grant must be allocated and approved by the State Board of Community Corrections and the City Council. Please note that staff already included these grant amounts and the required match in the 2016/17 budget and will include the same in the first 6 months of the 2017/18 budget. Please note that this is the last year of the grant, and current indications are that there will no longer be CalGrip funding after this final year.

ITEM 10E. (Consent Calendar) The City Council will consider a Resolution to terminate the local emergency that took place on January 11, 2017, and January 12, 2017. Clean-up efforts and mitigation measures have been completed related to this winter storm.

ITEM 10F. (Consent Calendar) The City Council will consider a Resolution to terminate the local emergency that took place from January 19, 2017, through January 23, 2017. Clean-up efforts and mitigation measures have been completed related to this winter storm.

ITEM 10G. (Consent Calendar) Each year, the City of Duarte and the Duarte Unified School District enter into an agreement that allows the Duarte High School swim team to use the Fitness Center pool for practices and meets. This year the swim team will be able to use the newly remodeled new pool funded by the City and starting blocks that were funded by DUSD. This item presents the agreement for the 2017 swim team season, and requests that the City Council authorize the City Manager to sign the agreement.

ITEM 10H. (Consent Calendar) Five permit applications were received by the deadline of January 19, 2017. The applicants include the same five groups and locations as last year. They are as follows:

Duarte Kiwanis Club – Ralph's Shopping Center
Duarte Community & Education Foundation – Fitness 19 Shopping Center
Duarte High School Falcon Boosters – Adjacent to Carl's Jr.
LULAC – WalMart Center
Duarte High School ASB – Mountain Vista Plaza

All applications were reviewed by staff and deemed complete based on the application requirements and standards.

ITEM 10I. (Consent Calendar) This item accepts the "Removal of Architectural Barriers for ADA Improvements FY 2016-17" project as complete, and authorizes the City Clerk to initiate the Notice of Completion. This project cost $39,744 in CDBG funds and consisted of the removal of obstructions at various curb ramp locations, grading and installation of new curb ramps to be compliant with the ADA.

ITEM 10J. (Consent Calendar) Staff recommends that City Council authorize the City Manager to sign a lease for the 1,600 square foot tenant space at 1735 Huntington Drive. The lease would have a three-year term with a monthly rent of $1,600. The Chamber of Commerce office will soon need a new location because of the City's sale of the Third Street property. This space will provide a short-term location for the office. A copy of the lease is included in the agenda packet. In addition to the proposed lease, the City would also need to make upgrades to the tenant space in the amount of $60,000. This amount was included in the recently amended 2016/17 budget.

ITEM 12. This is an Urgency item consider adopting an Urgency Ordinance amending a chapter in the municipal code prohibiting on-street parking in order to include some additional designated streets during yellow and red level emergency alerts. This is being done to protect the health, safety, and general welfare of the citizens of Duarte and property within the City of Duarte through the regulation of on-street parking on designated City streets during days of precipitation which pose a risk of water, mud, and/or debris slides and flows. Based on our recent storm experience, a handful of streets that were not originally included in the designated area are being impacted by the mud flow and therefore should be included for public safety and property protection. Please note that it will cost approximately $5,000 in order to purchase the signs for these additional streets. A map showing the designated area and the additional streets is included in the agenda packet.

ITEM 13A. Staff is recommending that City Council approve a Disposition and Development Agreement (DDA) between the City and MJW Investments that will provide for the sale of properties located on the north side of Huntington Drive directly to the east of Romo Auto repair. The intent of the sale would be to develop an approximately 160-unit mixed use project that would meet the standards set forth in the recently adopted Town Center Specific Plan. The base sale price of the property will be $3,743,640. In addition to that amount, the developer will be responsible for: a traffic signal (valued at $250,000); a public art piece (minimum value $142,000); and a payment of $2,164,360 to the local Community Benefit Fund. The total economic benefit to the City will be $6,300,000.

ITEM 13B. Staff is recommending that City Council approve a Purchase and Sale Agreement for the purchase of the property located at 1303 Huntington Drive (Sparr Liquor). This item is the first step towards a long-time City goal of redeveloping the northeast corner of Huntington Drive and Buena Vista Street. The proposed Purchase and Sale Agreement includes a purchase price of $2,500,000, and requires that a vacant building be delivered to the City on or before April 10, 2017.

ITEM 13C. Staff was asked to bring back an agenda item on Measure H, so that Council can discuss whether or not to bring back a Resolution in Support of Measure H. Measure H is a Countywide ¼ cent tax measure meant to prevent and combat homelessness in LA County. At the January 24th meeting Beth Stickler, Deputy Director of Move LA made a presentation to the Council on the benefits of the measure. However, staff participated in a SGVCOG City Managers steering committee on Measure H, where many unanswered questions and concerns about the measure were discussed.

Respectfully submitted,

Kristen Petersen
Assistant City Manager

Duarte Chamber of Commerce

Quarterly Projects Status Report

October-December 2016

Good Morning Duarte Networking Breakfast

Held on the third Tuesday of each month, currently at Cabrera's Mexican Cuisine. A program of local interest is presented and networking time is available with current, new and prospective members.

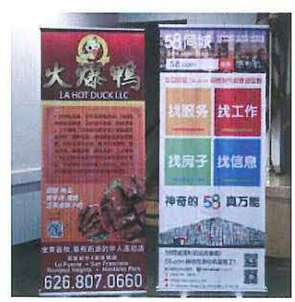
Item	Oct.	Nov.	Dec.	Total
Number Attending	27	36	Dark	63
Program – Awareness & Prevention for Mosquitos, SGV Vector Control	X			
Program – Water Awareness in the Community, Cal Am Water Co.		X		

Business Visits

The team of representatives from the city of Duarte, Duarte Chamber of Commerce and San Gabriel Valley Economic Partnership visited six retail businesses on Oct. 19 – Gunrunners, Viva Dance & Fitness, Pawn Shop, Curo Managed Print Production, Patio Mediterranean Restaurant, Rancho Duarte Florist, and AMB Service Center. The Partnership representative introduced the incentive hiring programs to the businesses and encouraged them to take advantage of those no-cost-to-the employer programs to ensure that businesses remain competitive. The representatives from the City and Chamber presented the City and Chamber's packages of marketing materials to the businesses and encouraged them to participate in the community events. During this visit, a couple of issues surfaced. The City Manager and Deputy City Manager will look into these issues and get back to the business with solutions.

Quarterly Business Seminar

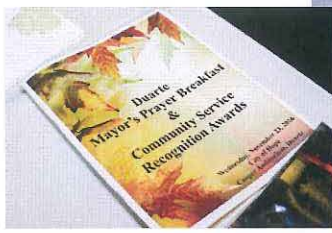
The free seminar was held Thursday, November 10, at the Duarte Community Center. The topic was Learn Ways to Do Business with the www.58.com Platform. 58.com sponsored the lunch. There were 25 attendees.



Mayor's Prayer Breakfast

Recognized six outstanding community volunteers for their service to the community on Nov. 23. Printed the event programs.

Attendance: 120



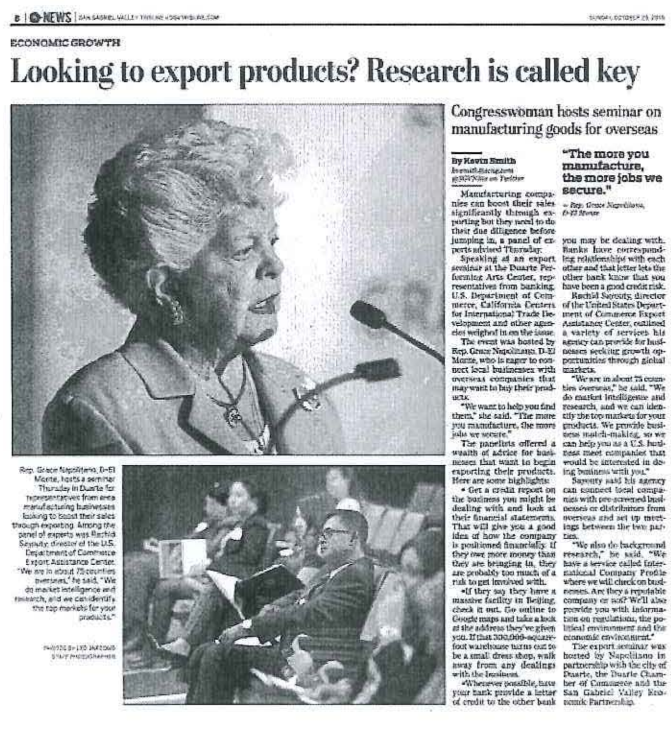
City of Hope Free Diabetes Education Expo

Promoted this Saturday, October 29, half-day event through Weekly Email Update, Email Blast, and Duarte View. Staffed a booth with Chamber information and City events – Veteran's Day, Unity March, Halloween events, and Mayor's Prayer Breakfast. One membership information folder was given to a local attorney, 15 people signed up for the Chamber emailing list. Talked with many City of Hope employees about Taste of Duarte 2017.

Attendance: approximately 90 participants, 20 vendors (including medical, AMR, Wic, ChapCare, DUSD, LA County)

Congresswoman Grace Napolitano's "Take Your Business Further" Export Seminar

Partnered in this Oct. 20 3/4 day event with the City of Duarte, the San Gabriel Valley Economic Partnership, The Gas Co., and others. Promoted it in the weekly Chamber email update, email blast, and the Duarte View. Karen Herrera and Jim Kirchner served as panel moderators. Shown is a story on the event in the Sunday, October 23, 2016 San Gabriel Valley Tribune.



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ECONOMIC GROWTH

Looking to export products? Research is called key

Congresswoman hosts seminar on manufacturing goods for overseas

By Kevin Smith

Manufacturing companies can boost their sales significantly through exporting but they need to do their due diligence before jumping in, a panel of experts advised Thursday.

Speaking at an export seminar at the Duarte Performing Arts Center, representatives from banking, U.S. Department of Commerce, California Centers for International Trade Development and other agencies weighed in on the issue.

The event was hosted by Rep. Grace Napolitano, D-El Monte, who is eager to connect local businesses with overseas companies that may want to buy their products.

"We want to help you find them," she said. "The more you manufacture, the more jobs we secure."

The panelists offered a wealth of advice for businesses that want to begin exporting their products. Here are some highlights:

• Get a credit report on the business you might be dealing with and look at their financial statements. That will give you a good idea of how the company is positioned financially. If they owe more money than they are bringing in, they are probably too much of a risk to get involved with.

• If they say they have a massive facility in Beijing, check it out. Go online to Google maps and take a look at the address they've given you. If that 300,000-square-foot warehouse turns out to be a small dress shop, walk away from any dealings with the business.

• Whenever possible, have your bank provide a letter of credit to the other bank you may be dealing with. Banks have corresponding relationships with each other and that letter lets the other bank know that you have been a good credit risk.

"The more you manufacture, the more jobs we secure."

— Rep. Grace Napolitano, D-El Monte

Rachid Sayouty, director of the United States Department of Commerce Export Assistance Center, outlined a variety of services his agency can provide for businesses seeking growth opportunities through global markets.

"We are in about 75 countries overseas," he said. "We do market intelligence and research, and we can identify the top markets for your products. We provide business match-making, so we can help you as a U.S. business meet companies that would be interested in doing business with you."

Sayouty said his agency can connect local companies with pre-screened businesses or distributors from overseas and set up meetings between the two parties.

"We also do background research," he said. "We have a service called International Company Profile where we will check on businesses. Are they a reputable company or not? We'll also provide you with information on regulations, the political environment and the economic environment."

The export seminar was hosted by Napolitano in partnership with the city of Duarte, the Duarte Chamber of Commerce and the San Gabriel Valley Economic Partnership.

Rep. Grace Napolitano, D-El Monte, hosts a seminar Thursday in Duarte for representatives from area manufacturing businesses looking to boost their sales through exporting. Among the panel of experts was Rachid Sayouty, director of the U.S. Department of Commerce Export Assistance Center. "We are in about 75 countries overseas," he said. "We do market intelligence and research, and we can identify the top markets for your products."

PHOTOS BY [illegible], STAFF PHOTOGRAPHER

Attendance: 9 speakers/panelists, 4 staff/moderators, @ 30 guests

Foothill Consortium: Career Education Showcase

Partnered in this event October 12 at City of Hope with City of Hope and SGV Economic Partnership. The event had high schools and middle schools from Azusa, Charter Oak, Duarte, and Monrovia school districts demonstrating their projects in areas of Business/Marketing, Engineering, Information Technology, Health/Medical, Culinary and Mechanics. The Duarte Chamber of Commerce and City of Duarte were represented.

Attendance: approximately 100 students, teachers and guests.

The Amazing Family Race Duarte 2016

Participated in the 3rd Annual American Family Race, held citywide on October 15. Fifteen teams of four participated this year. The race is an event to promote family unity and good health (mental and physical) and exercise, while highlighting various city facilities and businesses. Sheryl Lefmann represented the Chamber on the committee.

Chamber businesses participated as race location, while several provided placement and raffle prizes. These included: City of Hope, YMCA, Rancho Duarte Golf Course and Westminster Gardens. Additionally, the Chamber advertised the race on its media and promoted it to chamber members.

One of the challenges featured all Chamber members. The goal was to correctly identify five businesses by solving riddles to regarding the business. As they identified them, they had to then find the chamber member's business card in a bowl of 200 cards. As an example: "Men, we have a place for you to get a MVP hair cut; but don't despair ladies, you can get in on the action too." This was for SportClips. Member Cheryl Reynolds (Origami Owl Jewelry) oversaw this challenge the day of the event. Great representation from one of our own members.

Citrus College Foundation 50th Anniversary Celebration

Promoted this November 4 event. Provided a raffle prize basket filled with local business contributions valued at over $35 for a drawing.

Attendance: @ 400

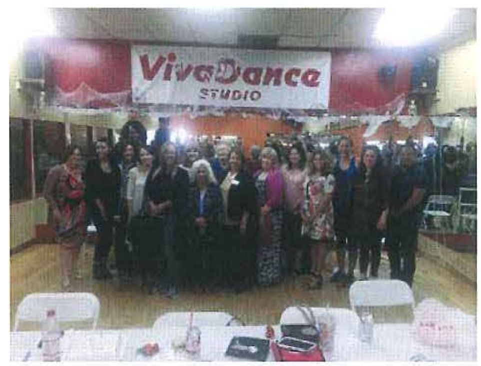
Principal for a Day

Duarte Unified School District Principals hosted business leaders for a half day November 2. This year the five elementary schools, Northview Intermediate, and Duarte High showed 18 business leaders what the current school teaching environment is. There was interest expressed by a couple of business owners to bring graphics design and an architectural internship program to the high school. Many business owners are interested in participating in the job shadow day program.

Attendance: 18 business leaders, 7 school Principals

Ladies Networking Lunch

These are monthly networking meetings held at different Chamber member locations. There is no cost to members, $10 for prospective members. Bring your own lunch. If it's held at a member restaurant, a special priced lunch is usually available.



Attendance: October (VivaDance & Fitness Studio) - 20, November (The Old Spaghetti Factory) - 18, No December meeting

Holiday Networking Mixer & Toy Drive

Advantage Ford Lincoln hosted this event on Dec. 7. It was staffed by the Duarte Rotary Club and Duarte Chamber. Santa Claus dropped in for a visit. Instead of a cash entry fee, new unwrapped toys were brought by attendees and over 3 large boxes of toys were collected for the Duarte Community Service Council.

Attendance: 74

Membership Activity

Membership	End of Sept.	Oct.	Nov.	Dec.	End of Dec.	Definition
Business	165	-3	+2	-3	161	*Traditional Business*
Colleges/Schools	6				6	*Curriculum-based schools and districts*
Home Based	32	-2	-1		29	*Working out of one's home*
Not-for-Profit	19				19	*Organization with paid staff/employees*
Organization	25	-1			24	*Generally Organization/Club with no paid personnel*
Realtor Associate	5	+2			7	*Working independently in a member realty office*
Resident	12				12	*Resident*
Resident-Lifetime	4				4	*Resident granted Lifetime membership*
Total	**268**	**-4**	**+1**	**-3**	**262**	

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 – JANUARY 24, 2017

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 Finlay called the meeting to order at 5:11 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana (arrived during Closed Session), Paras-Caracci, Reilly, Finlay ABSENT: Kang ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Paras-Caracci seconded to add Council Bill 17-R-10 (local emergency) as Consent Calendar Item 13.O, and to add Maria Coria to the Adjournment, and carried with Fasana not present and Kang absent. Paras-Caracci moved, Reilly seconded to adopt the Agenda, as amended, and carried with Fasana not present and Kang absent.
CLOSED SESSION Litigation (2 items) Property Negotiations (2 items)	There was no public input. The Closed Session items were as follows: 1) Conference with Legal Counsel; Existing Litigation: Pursuant to California Government Code Sections 54956.9(a), in a case entitled *Cities of Duarte and Huntington Park v. State Water Resources Control Board, et al.*, Orange County Superior Court Case No. 30-2016-00833614-CU-WM-CJC; 2) Conference with Legal Counsel; Exposure to Litigation pursuant to California Government Code Sections 54956.9(d)(2) and (e)(1); One case; 3) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Negotiating parties: City of Duarte and Alan & Joan Djanogly; City negotiators: Darrell George, Craig Hensley; Under negotiation: Price and terms of payment; Concerning property at 1735 Huntington Drive, APN 8530-011-074; 4) Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Negotiating parties: City of Duarte and prospective buyers or lessees; City negotiators: Darrell George, Craig Hensley; Under negotiation: Price and terms of payment; Concerning property at 1634 Third Street, APN 8530-011-911. The Closed Session concluded at 6:25 p.m., with four members present, and Kang absent.
WORKSHOP 2016/17 Mid-Year Budget	A Workshop was conducted to receive input and to provide information about the 2016/17 mid-year budget and the proposed

	amendments. Kristen Petersen presented the mid-year budget in detail, and answered questions from City Councilmembers. The Workshop concluded at 7:04 p.m.
	City Council reconvened at 7:06 p.m., with four members present, and Kang absent.
PLEDGE TO THE FLAG	Joanna Gee led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Reilly and Finlay provided the warm-up.
PUBLIC REPORT OF CLOSED SESSION	Cosgrove reported that the City Council met to discuss the four items listed on the Agenda and as stated above, with no reportable action taken.
SPECIAL ITEMS Public Safety update	Brian Villalobos presented an update on the mudflow and clean-up efforts due to the recent rainstorms. Sergeant Kearney provided a status update on investigations of recent incidents.
	City Councilmembers suggested Nixle updates could be provided every two to three hours, even if the situation is the same.
Presentation – Measure H Homelessness (3/7/17 ballot)	Beth Steckler, Deputy Director, Move LA, made a presentation about Measure H, the "Los Angeles County Plan to Prevent and Combat Homelessness," which will be on the March 7, 2017, ballot, and answered questions from Councilmembers about the committee.
	Fasana asked that the City endorse Measure H, and to have an item on the next Agenda supporting it.
ANNOUNCEMENTS	Joanna Gee, Duarte Library, announced story times, programs, workshops, and events in January and February.
	Karen Herrera announced upcoming community events, programs, and activities in January, February, and March.
ITEMS ADDED TO CONSENT	It was noted that Council Bill 17-R-10 was added to the Consent Calendar as Item O.
CONSENT CALENDAR	Paras-Caracci moved, Reilly seconded to approve the Consent Calendar as follows, and carried with Kang absent. Approve Items A, B, C, D, E, F, H, N, O. Receive and File Items I, J, K, L. Remove Items G, M.
Item D – RESOLUTION 17-06 Terminates Local Emergency	Council Bill 17-R-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, TERMINATING THE DECLARED LOCAL EMERGENCY PREVIOUSLY DECLARED UNDER RESOLUTION NO. 17-03
Item E – RESOLUTION 17-08 Hourly Rate Schedule Minimum Wage $10.50/hour	Council Bill 17-R-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING AN HOUR-

	LY RATE SCHEDULE FOR PART-TIME CLASSIFIED EMPLOYEES
Item F – RESOLUTION 17-09 Confirms local emergency	Council Bill 17-R-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY, AND RATIFYING RESOLUTION NO. 17-07 PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY
Item H – ORDINANCE NO. 871 Municipal Election – November Even-numbered years (Second Reading)	Council Bill 17-O-02 AN ORDINANCE OF THE CITY OF DUARTE MOVING THE CITY'S GENERAL MUNICIPAL ELECTIONS FROM NOVEMBER OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF EACH EVEN-NUMBERED YEAR BEGINNING IN NOVEMBER OF 2018
Item O – RESOLUTION 17-10 Proclaims local emergency	Council Bill 17-R-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY
ITEMS REMOVED Item G – Council Bill 17-O-01 Second Dwelling Units (Second Reading)	AN ORDINANCE OF THE CITY OF DUARTE AMENDING SECTIONS 19.10.020.A "ALLOWED USES AND PERMIT REQUIREMENTS FOR SINGLE FAMILY AND MULTI-FAMILY ZONES"; 19.38.050.A "OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL USES"; 19.60.160 "SECOND DWELLING UNITS"; AND MODIFICATIONS TO DEFINITIONS IN SECTIONS 19.-160.020, 19.160.050, AND 19.160.200 OF THE DUARTE DEVELOPMENT CODE RELATING TO THE REGULATIONS AND APPROVAL OF ACCESSORY (SECOND) DWELLING UNITS WITHIN THE CITY OF DUARTE (Second Reading)
	Finlay stated she would like to send this item back to the Planning Commission to consider allowing a second unit larger than 400 square feet in certain areas where the property is larger, and to look at what other cities are doing.
ITEM G – NOT APPROVED (Refer back to Planning Comm.)	Fasana moved, Paras-Caracci seconded to refer this item back to the Planning Commission to consider allowing a second unit larger than 400 square feet in certain areas where the property is larger, and to look at what other cities are doing, and carried with Kang absent.
Item M –MOU – Golden Streets	Cesar Monsalve provided a staff report about the item, and answered questions from Councilmembers.
ITEM M – APPROVED	Reilly moved, Paras-Caracci seconded to approve the MOU with the Golden Streets Working Group to share resources to plan and host the Golden Streets Festival to be held on March 5, 2017, and to authorize the City Manager to execute the MOU on behalf of the City of Duarte, and carried with Kang absent.

BUSINESS ITEMS
2016/17 Mid-Year Budget Report and Amendments

Fasana moved, Reilly seconded to receive and file the 2016/17 mid-year budget report, and to approve the corresponding budget amendments as outlined in Attachment No. 2 of the staff report, and carried with Kang absent.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

PARAS-CARACCI: Congratulated Victor Benavides as the new Chairman of the Irwindale Chamber, congratulated new Pasadena NAACP officers, stated the Pasadena/Duarte ACT-SO program is kicking off, and inquired about the Friendly City Policy.

REILLY: Stated she stopped by the Red Cross Center on Sunday, thanked Public Safety and the County for their support, thanked staff for the prompt response about the dog park under the Edison lines, suggested we provide information to residents about the criteria, rationale, and why we cannot have it at this point, she would like staff to look into constructing a building at Pops Road/Huntington Drive rather than paying for a Public Safety Office, Chamber, and relocation of the North Yard, and wished all a happy Chinese new year.

FASANA: Attended the public hearing for Cal-Am Water, the concern he has is rate consolidation into one rate class, and thanked Public Safety, the Fire Department, and others for their great response during the rain storm.

FINLAY: Stated Long Beach had a record rain fall, and she appreciates the tremendous amount of work by staff.

ADJOURNMENT

The meeting was adjourned at 8:24 p.m. in memory of Bernie Williams and Maria Coria.

Mayor Margaret Finlay

City Clerk

Council Warrant Register Over $5000

City of Duarte

By Payment Number

Payment Dates 01/25/2017 - 02/14/2017

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Project Account Key	Payment Amount / Item Amount
206802	**2/8/2017**	**4484**	**U.S. BANK**			**9,822.74**
	12517CH	Yesenia Serna Project Mgmt Worksh		100-1405-7610		159.00
	12517CH	Craig Hensley Gold Line to LAEDC Mg		100-1405-7610		8.00
	12517CH	Pasadena Star News Online Subscript		100-1405-7612		10.00
	12517CH	Pasadena Star News Online Subscript		100-1405-7612		10.00
	12517CH	Hightail Subscription-Lg Data Format		100-1405-7612		15.99
	12517CH	Employee Kitchen Disposal/InstaHot (		100-1610-8100		1,088.59
	12517CH	Employee Kitchen Faucet (Lowe's)		100-1610-8100		216.41
	12517CH	Employee Kitchen Paint (Dunn-Edwar		100-1610-8100		27.10
	12517CH	Paint Brush Employee Kitchen (Targe		100-1610-8100		3.46
	12517CH	Employee Kitchen Refrigerator (Best		100-1610-8100		2,609.98
	12517DG	John Fasana League Membership Mt		100-1005-7641		45.00
	12517DG	Margaret Finlay Realtors Installation		100-1005-7642		45.00
	12517DG	Margaret Finlay League Membership		100-1005-7642		45.00
	12517DG	Jackie Ruiz Hotel-MMASC Conf 12/6/		100-1010-7610		487.59
	12517DG	Darrell George Rose Float Breakfast		100-1010-7610		28.93
	12517DG	Karen Herrera League Membership		100-1010-7610		45.00
	12517DG	City Mgr/USC Board Meeting 1/5/17		100-1010-7610		33.36
	12517DG	Darrell George League Membership		100-1010-7610		45.00
	12517DG	Karen Herrera Hotel-League Policy M		100-1010-7610		169.50
	12517DG	Karen Herrera Airfare-League Policy		100-1010-7610		117.68
	12517DG	Karen Herrera Airfare-League City Mg		100-1010-7610		184.20
	12517DG	Darrell George Airfare-League City M		100-1010-7610		184.20
	12517DG	Marla Akana City Clerks Assn Annual		100-1010-7612		130.00
	12517DG	Darrell George iPhone Earphones (Ta		100-1010-7614		32.61
	12517DG	Darrell George Hotel-EOC Activation		100-1205-7615	201632-Fish Fire-Emergency Supplies	86.90
	12517DG	Winter Storm EOC Activation Dinner		100-1205-7615	201632-Fish Fire-Emergency Supplies	35.44
	12517DG	Facebook Ads		100-1405-7975		32.24
	12517DG	Hootsuite 2/2/17 - 3/1/17		100-1405-7975		14.99
	12517KP	Closed Session Mtg1/10/17 (El Pollo L		100-1010-7980		106.53
	12517KP	Levon Y Adobe Creative Cloud		100-1020-7726		49.99
	12517KP	SC Netflix		100-1605-7733		8.69
	12517KP	SC Elevator 911-Vonage		100-1610-7830		18.21
	12517KP	Union Mtg Food 1/19/17 (Smart & Fi		100-1805-7610		28.33
	12517KP	Union Mtg Food 1/19/17 (Tropicana		100-1805-7610		44.99
	12517KP	Union Mtg Coffee 1/19/17 (Starbucks		100-1805-7610		20.70
	12517KP	Admin Srvcs Safe Refurbishment (Foo		100-1805-7980		569.65
	12517KP	Microsoft 365 12/27/16 - 1/26/17		100-1805-7980		12.00
	12517KP	Michelle Brown WR IPMA-Hr Airfare		100-1810-7610		215.89
	12517KP	Barracua Message Archiver EU 1 Yr R		100-1815-7631		1,349.00
	12517KP	Barracuda Message IR 1 Yr Renewal		100-1815-7631		1,099.00
	12517KP	Comm Dev/Yesenia Adobe Creative C		100-1815-7632		49.99
	12517KP	HR/Michelle Adobe Creative cCloud		100-1815-7632		14.99
	12517KP	Parks & Rec/Pam Adobe Creative Clo		100-1815-7632		49.99
	12517KP	Admin/Marla-Iliana Adobe Creative C		100-1815-7632		49.99
	12517KP	Admin Srvcs/Roxanne Adobe Creativ		100-1815-7632		49.99
	12517KP	Public Safety/Susie Adobe Creative Cl		100-1815-7632		49.99
	12517KP	Admin/Crystal Adobe Creative Cloud		100-1815-7632		49.99
	12517KP	2016 Sales & Use Tax (CA BOE)		100-5005		73.66
206813	**2/14/2017**	**3889**	**BRIGHTVIEW LANDSCAPE SERVICES INC**			**21,764.41**
	5217125	Landscape Maintenance 1/2017		100-1020-7724		115.00
	5217125	Landscape Maintenance 1/2017		100-1415-7916		2,130.00
	5217125	Landscape Maintenance 1/2017		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Project Account Key	Payment Amount / Item Amount
	5217125	Landscape Maintenance 1/2017		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	5217125	Landscape Maintenance 1/2017		240-2410-7915		7,500.00
	5217125	Landscape Maintenance 1/2017		240-2410-7917		4,630.00
	5217125	Landscape Maintenance 1/2017		240-2420-7914		345.16
	5217125	Landscape Maintenance 1/2017		240-2421-7914		1,300.00
	5217125	Landscape Maintenance 1/2017		240-2422-7914		480.58
	5217125	Landscape Maintenance 1/2017		240-2423-7914		900.00
	5217125	Landscape Maintenance 1/2017		240-2424-7914		550.00
	5217125	Landscape Maintenance 1/2017		240-2425-7914		400.00
	5217125	Landscape Maintenance 1/2017		240-2426-7914		180.00
	5217125	Landscape Maintenance 1/2017		240-2427-7914		630.33
	5217125	Landscape Maintenance 1/2017		240-2431-7914		800.00
	5217125	Landscape Maintenance 1/2017		240-2432-7914		835.00
	5217125	Landscape Maintenance 1/2017		240-2433-7914		530.00
	5217125	Landscape Maintenance 1/2017		240-2434-7914		355.00
206820	**2/14/2017**	**1117**	**COUNTY OF LOS ANGELES PROBATION DEPARTMENT**			**20,500.00**
	161702PIP	GAPP Contract-RA 10/1/16 - 12/31/1		100-1205-7783	201616-GAPP Program-Calgrip FY16-2017	20,500.00
206836	**2/14/2017**	**5674**	**INTERVIEWING SERVICE OF AMERICA LLC**			**10,000.00**
	0041940-IN	Community Survey		100-1010-7965		10,000.00
206843	**2/14/2017**	**0056**	**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**			**314,928.74**
	171769NH	Sheriff Contract 11/2016		100-1205-7781	201616-Sheriff Contract-Calgrip FY2016-17	15,291.83
	171769NH	Sheriff Contract 11/2016		100-1205-7781		284,865.63
	171769NH	Sheriff Contract 11/2016		290-2905-7781		9,500.00
	172141NH	COH Walk/Saturation Patrol 11/2016		100-1205-7781		2,628.91
	172141NH	COH Walk/Saturation Patrol 11/2016		290-2905-7781		2,642.37
206848	**2/14/2017**	**2461**	**MOUNTAIN VISTA PLAZA**			**9,953.32**
	2/2017	Public Safety Lease		100-1205-7787		9,953.32
206852	**2/14/2017**	**5224**	**PLACEWORKS**			**26,816.68**
	61265	COH Specific Plan/EIR 12/2016		100-1405-7965	201406-Prof Serv-City of Hope EIR Reimb	26,816.68
206855	**2/14/2017**	**0904**	**RKA CONSULTING GROUP**			**19,477.00**
	25693	Contract Engineer 12/2016		100-1405-7969		2,625.00
	25694	Engineering Plan Check 12/2016		100-1405-7969		172.50
	25695	Engineering Services 12/2016		100-1405-7969		172.50
	25696	Speed Survey 12/2016		100-1405-7965		2,200.00
	25696	Speed Survey-NDS Sub Consultant 12		100-1405-7965		4,404.50
	25696	Speed Survey 12/2016		100-1405-7965		435.00
	25710	Winter Storm-Sully Miller Inspections		100-1410-7980	201632-Fish Fire-Other Exp(1410)	2,400.00
	25741	2016/17 ATP-Engineering 12/2016		440-4425-7965	201604-Prof Svcs 440 (ATP)-ATP Design Goldline	2,821.35
	25741	2016/17 ATP-Engineering 12/2016		620-6225-7965	201604-Prof Svcs 620 (ATP)-ATP Design Goldline	4,246.15
206856	**2/14/2017**	**0196**	**RUTAN & TUCKER LLP**			**26,755.43**
	768350	General City Attorney (Retainer) 12/2		100-1015-7680		9,613.30
	768351	Code Enforcement Legal 12/2016		100-1015-7684		2,775.27
	768352	Enviro/Stormwater Litigation (NPDES		100-1015-7686		1,978.35
	768353	City of Hope Legal 12/2016		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	12,388.51
206863	**2/14/2017**	**5665**	**SOUTHLAND CIVIL ENGINEERING & SURVEY LLP**			**7,542.19**
	1612039(Rev)	Lot Line Adjustment-3rd/Oak		100-1405-7965	201715-Prof Svc-3rd St and Oak Res	7,542.19
206867	**2/14/2017**	**5675**	**SULLY-MILLER CONTRACTING CO**			**72,620.12**
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	8,302.23
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	444.48
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	8,593.71
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	6,791.90
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	15,173.03
	864416	Winter Storm Mud Flow Clean-up 1/5		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	772.80

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Project Account Key	Payment Amount / Item Amount
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	6,934.29
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	9,625.53
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	5,286.43
	864416	Winter Storm Mud Flow Clean-up 1/6		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	1,691.45
	864416	Winter Storm Mud Flow Clean-up 12/		100-1410-7900	201632-Fish Fire K-Rail Maint (1410)	9,004.27
36	**2/14/2017**	**4286**	**MAXTREME INC**			**8,900.00**
	13251	IT Helpdesk 1/2017		100-1815-7965		8,700.00
	13251	Crash Plan Reovery 1/2017		100-1815-7980		200.00

Payment Total: 549,080.63

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	510,434.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	19,436.07
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	12,142.37
440 - PROPOSITION A TRANSIT FUND	2,821.35
620 - COMMUNITY IMPROVEMENT FUND	4,246.15
Grand Total:	**549,080.63**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7641	Travel & Exp - Fasana	45.00
100-1005-7642	Travel & Exp - Finlay	90.00
100-1010-7610	Travel, Mtgs & Conf	1,295.46
100-1010-7612	Publications and Dues	130.00
100-1010-7614	Office Supplies	32.61
100-1010-7965	Professional Services	10,000.00
100-1010-7980	Other Expenses	106.53
100-1015-7680	City Attorney	9,613.30
100-1015-7684	Code Enforcement	2,775.27
100-1015-7686	Other Legal Services	14,366.86
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	49.99
100-1205-7615	Emergency Supplies	122.34
100-1205-7781	Contract Law Enforceme	302,786.37
100-1205-7783	GAPP Program	20,500.00
100-1205-7787	Public Safety Cntr Lease	9,953.32
100-1405-7610	Travel, Mtgs & Conf	167.00
100-1405-7612	Publications and Dues	35.99
100-1405-7965	Professional Services	41,398.37
100-1405-7969	City Engineer	2,970.00
100-1405-7975	Economic Development	47.23
100-1410-7900	K-Rail Maintenance	72,620.12
100-1410-7980	Other Expenses	2,400.00
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7733	Senior Center	8.69
100-1610-7830	Telephones	18.21
100-1610-8100	Other Capital Improvem	3,945.54
100-1805-7610	Travel, Mtgs & Conf	94.02
100-1805-7980	Other Expenses	581.65
100-1810-7610	Travel, Mtgs & Conf	215.89
100-1815-7631	Equipment Maintenance	2,448.00
100-1815-7632	Software Maintenance	314.93
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7945	Operation Of Acq Prop	83.34
100-5005	Taxable Sales	73.66
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00

Account Summary

Account Number	Account Name	Payment Amount
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
290-2905-7781	Contract Law Enforceme	12,142.37
440-4425-7965	Professional Services (A	2,821.35
620-6225-7965	Professional Services (A	4,246.15
	Grand Total:	**549,080.63**

Project Account Summary

Project Account Key		Payment Amount
None		384,248.12
201406-Legal Fees-City of Hope EIR Reimb		12,388.51
201406-Prof Serv-City of Hope EIR Reimb		26,816.68
201604-Prof Svcs 440 (ATP)-ATP Design Goldline		2,821.35
201604-Prof Svcs 620 (ATP)-ATP Design Goldline		4,246.15
201616-GAPP Program-Calgrip FY16-2017		20,500.00
201616-Sheriff Contract-Calgrip FY2016-17		15,291.83
201632-Fish Fire K-Rail Maint (1410)		72,620.12
201632-Fish Fire-Emergency Supplies		122.34
201632-Fish Fire-Other Exp(1410)		2,400.00
201715-Prof Svc-3rd St and Oak Res		7,542.19
250016-Oper of Acq Prop-1229 Pops Road		41.67
990002 - Oper of Acq Prop - Duarte Trailer Park		41.67
	Grand Total:	**549,080.63**

Council Warrant Register by Account

City of Duarte

By Fund

Payment Dates 01/25/2017 - 02/14/2017

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7641	U.S. BANK	John Fasana League Membership Mtg 1/5/17	206802		45.00
100-1005-7642	U.S. BANK	Margaret Finlay League Membership Mtg 1/5/17	206802		45.00
100-1005-7642	U.S. BANK	Margaret Finlay Realtors Installation 1/20/17	206802		45.00
100-1005-7647	LIZ REILLY	Meeting/Conf Expense Reimbursement	206854		130.54
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Karen Herrera Policy Comm Mtg-Sacramento	206777		48.51
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Karen Herrera Breakfast Mtg 1/18/17	206777		6.44
100-1010-7610	U.S. BANK	Darrell George Airfare-League City Mgr's Mtg 2/17	206802		184.20
100-1010-7610	U.S. BANK	Karen Herrera Airfare-League City Mgr's Mtg 2/17	206802		184.20
100-1010-7610	U.S. BANK	City Mgr/USC Board Meeting 1/5/17	206802		33.36
100-1010-7610	U.S. BANK	Jackie Ruiz Hotel-MMASC Conf 12/6/16 - 12/9/16	206802		487.59
100-1010-7610	U.S. BANK	Karen Herrera Airfare-League Policy Mtg 1/18/17	206802		117.68
100-1010-7610	U.S. BANK	Karen Herrera League Membership Mrtg 1/5/17	206802		45.00
100-1010-7610	U.S. BANK	Karen Herrera Hotel-League Policy Mtg 1/18/17	206802		169.50
100-1010-7610	U.S. BANK	Darrell George League Membership Mtg 1/5/17	206802		45.00
100-1010-7610	U.S. BANK	Darrell George Rose Float Breakfast	206802		28.93
100-1010-7612	MUNICIPAL CODE CORPORATION	DMC Updates-Electronic Database	206849		1,216.00
100-1010-7612	U.S. BANK	Marla Akana City Clerks Assn Annual Membership	206802		130.00
100-1010-7614	SHAFFER AWARDS	Name Badges	206859		21.64
100-1010-7614	U.S. BANK	Darrell George iPhone Earphones (Target)	206802		32.61
100-1010-7614	STAMP-OUT	Administration Date Stamp	206865		54.17
100-1010-7651	DFM ASSOCIATES	2017 Election Code	206754		53.63
100-1010-7965	INTERVIEWING SERVICE OF AMERI	Community Survey	206836		10,000.00
100-1010-7980	DUARTE ADMINISTRATION PETTY C	SGV City Mgr Mtg Xmas Basket	206777		67.68
100-1010-7980	U.S. BANK	Closed Session Mtg1/10/17 (El Pollo Loco)	206802		106.53
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 12/2016	206856		9,613.30
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 11/2016	206861		2,306.40
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 12/2016	206856		2,775.27
100-1015-7686	RUTAN & TUCKER LLP	Enviro/Stormwater Litigation (NPDES) Legal 12/2016	206856		1,978.35
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 12/2016	206856	201406-Legal Fees-City of Hope EIR Reim	12,388.51
100-1020-7716	DUARTE ADMINISTRATION PETTY C	Homeless Count Supplies	206777		39.80
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		115.00
100-1020-7726	U.S. BANK	Levon Y Adobe Creative Cloud	206802		49.99
100-1020-7980	MARGARET DIAMOND	Employee Holiday Party Decorations	206755		496.65
100-1020-7980	DUARTE ADMINISTRATION PETTY C	Holiday Party Flowers	206777		28.29
100-1205-7613	WEBER'S PRINTING	Notice of Illegal Parking Citations (5000)	206768		1,431.15
100-1205-7614	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies (Target)	206826		12.28
100-1205-7614	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies (Target)	206826		4.01
100-1205-7614	WALMART COMMUNITY/RFCSLLC	Office Supplies	206752		14.94
100-1205-7615	DUARTE PUBLIC SAFETY PETTY CAS	Winter Storm EOC Activation 01/09/17	206826	201632-Fish Fire-Emergency Supplies	9.24
100-1205-7615	DUARTE PUBLIC SAFETY PETTY CAS	Winter Storm EOC Activation 01/22/17	206826	201632-Fish Fire-Emergency Supplies	23.15
100-1205-7615	DUARTE PUBLIC SAFETY PETTY CAS	Winter Storm EOC Activation 12/24/16	206826	201632-Fish Fire-Emergency Supplies	25.80
100-1205-7615	DUARTE PUBLIC SAFETY PETTY CAS	Winter Storm EOC Activation 12/31/16	206826	201632-Fish Fire-Emergency Supplies	14.06
100-1205-7615	DUARTE ADMINISTRATION PETTY C	Winter Storm 12/23/16 Emergency Supplies	206777	201632-Fish Fire-Emergency Supplies	29.98
100-1205-7615	U.S. BANK	Darrell George Hotel-EOC Activation 1/22/17	206802	201632-Fish Fire-Emergency Supplies	86.90
100-1205-7615	U.S. BANK	Winter Storm EOC Activation Dinner 1/22/17	206802	201632-Fish Fire-Emergency Supplies	35.44
100-1205-7615	ECHO COMMUNICATIONS	Sales Tax (Emergency Radio Batteries)	206778		24.48
100-1205-7615	STAPLES ADVANTAGE	Winter Storm Evacuation Signs	206866	201632-Fish Fire-Emergency Supplies	73.06
100-1205-7615	STAPLES ADVANTAGE	Winter Storm Evacuation Banner	206866	201632-Fish Fire-Emergency Supplies	25.76
100-1205-7650	WALMART COMMUNITY/RFCSLLC	CSO Vehicle Odor Evauator	206752		8.44
100-1205-7655	HOME DEPOT CREDIT SERVICES	Emergency Supply Storage Bins	206749		295.96
100-1205-7655	HOME DEPOT CREDIT SERVICES	Emergency Supply Trailer Shelf	206749	201632-Emergency Exp-Fish Fire Complex	736.84
100-1205-7655	THOMSON REUTERS-WEST PUBLIS	Emergency Software 12/1/16 - 12/31/16	206869		140.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing Fee 12/2016	206823		309.08

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7761	DATA TICKET INC	Parking Citation Processing Fee 12/2016	206823		1,157.90
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	DART Trip Ice Skating Parking 12/27/16	206826		7.50
100-1205-7779	DUARTE PUBLIC SAFETY PETTY CAS	DART Trip Parking 1/6/17	206826		25.00
100-1205-7779	DUARTE PIZZA COMPANY	DART Clean-up Event	206825		27.25
100-1205-7779	RAY ABERNATHY	Mentor Progam Games	206769		79.37
100-1205-7780	COUNTY OF LOS ANGELES - ANIMA	Animal Shelter Services 12/2016	206819		2,987.85
100-1205-7780	DUARTE PUBLIC SAFETY PETTY CAS	AC Field iPad Cable	206826		10.86
100-1205-7780	STATE HUMANE ASSOCIATION OF	2017 Membership Dues	206798		100.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 11/2016	206843		284,865.63
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 11/2016	206843	201616-Sheriff Contract-Calgrip FY2016-1	15,291.83
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	COH Walk/Saturation Patrol 11/2016	206843		2,628.91
100-1205-7783	COUNTY OF LOS ANGELES PROBATI	GAPP Contract-RA 10/1/16 - 12/31/16	206820	201616-GAPP Program-Calgrip FY16-2017	20,500.00
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease	206848		9,953.32
100-1205-7980	DUARTE PIZZA COMPANY	Winter Storm-EOC Personnel Food	206825	201632-Fish Fire-Other Expenses	126.40
100-1205-7980	DUARTE PIZZA COMPANY	Winter Storm-EOC Personnel/Volunteer Food	206825	201632-Fish Fire-Other Expenses	141.25
100-1205-7980	HOME DEPOT CREDIT SERVICES	Crossing Guard Rain Gear	206749		84.92
100-1405-7610	U.S. BANK	Yesenia Serna Project Mgmt Workshop 2/23/17	206802		159.00
100-1405-7610	U.S. BANK	Craig Hensley Gold Line to LAEDC Mg 1/18/17	206802		8.00
100-1405-7612	U.S. BANK	Pasadena Star News Online Subscription 12/26/16	206802		10.00
100-1405-7612	U.S. BANK	Pasadena Star News Online Subscription 1/24/17	206802		10.00
100-1405-7612	U.S. BANK	Hightail Subscription-Lg Data Format	206802		15.99
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	206866		136.21
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	206866		199.92
100-1405-7614	STAPLES ADVANTAGE	Return (Inv 3326313249)	206866		-14.79
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	206866		114.22
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	206866		91.56
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	206866		59.74
100-1405-7690	SHERYL LEFMANN	Planning Commission Mtg 1/17/2017	206841		50.00
100-1405-7690	SHAUNA PIERCE	Planning Commission Mtg 1/17/2017	206851		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commission Mtg 1/17/2017	206874		50.00
100-1405-7690	GEORGE K FARRA	Planning Commission Mtg 1/17/2017	206829		50.00
100-1405-7690	SARA VASQUEZ	Planning Commission Mtg 1/17/2017	206873		50.00
100-1405-7965	SOUTHLAND CIVIL ENGINEERING &	Lot Line Adjustment-3rd/Oak	206863	201715-Prof Svc-3rd St and Oak Res	7,542.19
100-1405-7965	RKA CONSULTING GROUP	Speed Survey 12/2016	206855		2,200.00
100-1405-7965	RKA CONSULTING GROUP	Speed Survey-NDS Sub Consultant 12/2016	206855		4,404.50
100-1405-7965	RKA CONSULTING GROUP	Speed Survey 12/2016	206855		435.00
100-1405-7965	LDM ASSOCIATES INC	16/17 CDBG Grant Administration 12/2016	206840		255.00
100-1405-7965	LIDGARD AND ASSOCIATES INCORP	Appraisal-Sparr Liquor	206842	201717-Prof Svcs-1305 Huntington	3,650.00
100-1405-7965	PLACEWORKS	COH Specific Plan/EIR 12/2016	206852	201406-Prof Serv-City of Hope EIR Reimb	26,816.68
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 12/2016	206855		2,625.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 12/2016	206855		172.50
100-1405-7969	RKA CONSULTING GROUP	Engineering Services 12/2016	206855		172.50
100-1405-7975	U.S. BANK	Facebook Ads	206802		32.24
100-1405-7975	U.S. BANK	Hootsuite 2/2/17 - 3/1/17	206802		14.99
100-1405-7975	SAN GABRIEL VALLEY ECONOMIC P	5/22/17 - 5/24/17 ICSC Exhibit	206857		1,950.00
100-1405-7980	HOME DEPOT CREDIT SERVICES	Fish Fire Plywood-DUSD Fence	206749	201632-Fish Fire-Other Exp (1405)	12.59
100-1405-8100	MERCURY FENCE CO INC	Install 2 K-Rail Deflectors-School Side (Mel Cyn)	206846	201632-Deflection Wall-FishFire Complex	1,500.00
100-1410-7630	SUNSTATE EQUIPMENT LLC	Winter Storm Tractor Rental 1/11/17 - 1/12/17	206799	201632-Equip Rental-Fish Fire	762.98
100-1410-7630	SUNSTATE EQUIPMENT LLC	Winter Storm Tractor Rental 1/20/17 - 1/23/17	206799	201632-Equip Rental-Fish Fire	863.56
100-1410-7630	SUNSTATE EQUIPMENT LLC	Winter Storm Tractor Rental 1/21/17 - 1/23/17	206799	201632-Equip Rental-Fish Fire	363.03
100-1410-7630	SIMON EQUIPMENT RENTALS	Winter Storm Dump Truck Rental 1/23/17	206795	201632-Equip Rental-Fish Fire	278.20
100-1410-7650	STATE BOARD OF EQUALIZATION	2016 CNG Fuel Tax (Acct # 58-400012)	206763		6.76
100-1410-7650	AUTOZONE	Dump Truck Spray Lube	206810		4.23
100-1410-7650	COASTLINE EQUIPMENT	Winter Storm Skid Steer (Veh 4) Repair	206818	201632-Vehicle Maint-Fish Fire	4,109.41
100-1410-7650	LA MOBO BUS SERVICE INC	Winter Storm Dump Truck Repair	206838	201632-Vehicle Maint-Fish Fire	293.03
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 1/2017	206868		145.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 1/2017	206805		58.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 1/2017	206805		58.00
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 12/2016	206765		80.00
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/24/16	206867	201632-Fish Fire K-Rail Maint (1410)	15,173.03

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/20/16	206867	201632-Fish Fire K-Rail Maint (1410)	5,286.43
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/22/16	206867	201632-Fish Fire K-Rail Maint (1410)	444.48
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/22/16	206867	201632-Fish Fire K-Rail Maint (1410)	6,934.29
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/21/16	206867	201632-Fish Fire K-Rail Maint (1410)	9,004.27
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/23/16	206867	201632-Fish Fire K-Rail Maint (1410)	6,791.90
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 1/5/17	206867	201632-Fish Fire K-Rail Maint (1410)	772.80
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 1/6/17	206867	201632-Fish Fire K-Rail Maint (1410)	1,691.45
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/29/16	206867	201632-Fish Fire K-Rail Maint (1410)	9,625.53
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/27/16	206867	201632-Fish Fire K-Rail Maint (1410)	8,593.71
100-1410-7900	SULLY-MILLER CONTRACTING CO	Winter Storm Mud Flow Clean-up 12/28/16	206867	201632-Fish Fire K-Rail Maint (1410)	8,302.23
100-1410-7980	POOL & ELECTRICAL PRODUCTS IN	Fountain Gauge	206853		2.77
100-1410-7980	RKA CONSULTING GROUP	Winter Storm-Sully Miller Inspections 12/2016	206855	201632-Fish Fire-Other Exp(1410)	2,400.00
100-1410-7980	TRAFFIC MANAGEMENT INC	Winter Storm Signage	206870	201632-Fish Fire-Other Exp(1410)	457.25
100-1410-7980	HOME DEPOT CREDIT SERVICES	Gas Cans	206749		41.38
100-1410-7980	HOME DEPOT CREDIT SERVICES	Fish Fire K-Rail Marker Repair (Mel Cyn Signs)	206749	201632-Fish Fire-Other Exp(1410)	12.97
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		2,130.00
100-1500	KELLY BARNES	Advance-SC Work Incentive Rewards	206772		300.00
100-1500	KELLY BARNES	Advance-Ck 203699-SC Raffle Prizes	206772		-400.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	206793		76.92
100-1605-7610	CPRS DISTRICT 13	Camp Run A Muck Reservation	206821		15.00
100-1605-7612	SOUTHERN CALIFORNIA MUNICIPA	Kelly Barnes SCMAF 2017 Membership	206862		70.00
100-1605-7612	SOUTHERN CALIFORNIA MUNICIPA	Teesha Tarr SCMAF 2017 Membership	206862		70.00
100-1605-7612	SOUTHERN CALIFORNIA MUNICIPA	George Dang SCMAF 2017 Membership	206862		70.00
100-1605-7614	STAPLES ADVANTAGE	Post It Notes	206762		7.48
100-1605-7614	STAPLES ADVANTAGE	Post It Notes	206762		4.12
100-1605-7614	STAPLES ADVANTAGE	Tape	206762		32.31
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	206866		56.42
100-1605-7653	ACTIVE NETWORK LLC	FC Membership Module	206807		1,400.00
100-1605-7693	DUARTE PIZZA COMPANY	TC/MYC Dinner	206825		73.30
100-1605-7728	WALMART COMMUNITY/RFCSLLC	MLK Supplies	206752	201709- Duarte's Promise - America's Pro	19.18
100-1605-7728	SMART & FINAL	MLK Supplies	206760	201709- Duarte's Promise - America's Pro	24.08
100-1605-7728	ASCENSION BENEFITS & INSURANC	VIP Fellows Health Insurance 2/2017	206770	201709- Duarte's Promise - America's Pro	489.24
100-1605-7733	TEMPLE CITY HIGH SCHOOL ASB	SC "My Fair Lady" Tickets 3/10/17	206800		480.00
100-1605-7733	U.S. BANK	SC Netflix	206802		8.69
100-1605-7733	SMART & FINAL	SC Root Beer Float Supplies	206760		53.04
100-1605-7733	SMART & FINAL	Senior Ctr Coffee Urn	206796		43.49
100-1605-7733	DR BRICE HARRIS JR	SC The Future of Europe Lecture	206783		50.00
100-1605-7733	BEN RUSHING	SC Valentine Luncheon Entertainment	206794		150.00
100-1605-7733	DUARTE PETTY CASH/BINGO PRIZE	SC Bingo Prize Money	206756		100.00
100-1605-7733	KELLY BARNES	SC Christmas Raffle Prizes	206772		440.56
100-1605-7733	STAPLES ADVANTAGE	SC Receipt Books	206866		65.61
100-1605-7733	DUARTE PIZZA COMPANY	Senior Ctr Luncheon	206825		207.10
100-1605-7733	KELLY PAPER	SC Newsletter Staples	206785		19.27
100-1605-7733	IN-N-OUT BURGER	SC Event 4/26/2017	206835		1,500.00
100-1605-7735	DANIEL FLORES	TC/Club Duarte DJ	206780		175.00
100-1605-7735	THE SAUCE CREATIVE SERVICES CO	TC/Duarte Dance Uniforms	206758	201616-Teen Center-Calgrip FY2016-17	770.09
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	206796		65.30
100-1605-7735	FSP DESIGNS	TC Summer Olympics Shirts	206830		490.68
100-1605-7735	FSP DESIGNS	TC Rec Specialist Shirts	206830		23.08
100-1605-7735	FSP DESIGNS	TC Student Intern Shirts	206830		165.00
100-1605-7737	INLAND EMPIRE TOURS & TRANSP	Adult Excursion-"Gone But Not Forgotten"	206834		1,100.00
100-1605-7739	WEBER'S PRINTING	SC Newsletter 1/2017	206768		216.69
100-1605-7744	FSP DESIGNS	TC Teen Nutrition Council Uniforms	206830		71.50
100-1605-7980	SOUTHLAND SPORTS OFFICIALS	Basketball Referee 1/14/17 - 1/21/17	206761		192.00
100-1605-7980	SOUTHLAND SPORTS OFFICIALS	Basketball Official 1/28/2017	206864		96.00
100-1605-7980	SCMAF-SAN GABRIEL VALLEY	Basketball Tournament Fees-6 Teams	206858		630.00
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Youth Sports Holiday Party Supplies	206752		19.42
100-1605-7980	SMART & FINAL	Snack Bar Supplies	206760		60.85
100-1605-7980	SMART & FINAL	Snack Bar Supplies	206760		21.71
100-1605-7980	SMART & FINAL	Staffing Training	206796		35.30

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7980	SMART & FINAL	Staff Training	206796		46.09
100-1605-7980	SMART & FINAL	Staff Training Supplies	206796		16.03
100-1605-7980	ZEENI INC	Basketball Jerseys	206876		1,744.00
100-1605-7980	DUARTE PIZZA COMPANY	Staff Training 1/19/17	206825		167.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	206781		931.44
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Ctr Cart Repair	206749		36.51
100-1610-7618	ROXANNE BRECEDA	New Kitchen Dishes/Clock	206773		142.02
100-1610-7618	HOME DEPOT CREDIT SERVICES	S Yard Lights/Shop Supplies	206749		216.16
100-1610-7618	HOME DEPOT CREDIT SERVICES	Shop Tools	206749		181.74
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	206796		119.72
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Ctr Lights	206749		46.68
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	206749		98.81
100-1610-7618	JR ENGINEERING INC	Fan Motor	206784		129.34
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen Ctr Potted Plant	206749		27.23
100-1610-7618	HOME DEPOT CREDIT SERVICES	S Yard Hose Bib Repair	206749		35.83
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Ctr Cart Repair	206749		5.29
100-1610-7618	HOME DEPOT CREDIT SERVICES	Shop Tools	206749		21.77
100-1610-7618	HOME DEPOT CREDIT SERVICES	SC Stove Knob Kit	206749		37.02
100-1610-7652	LARES CONSTRUCTION & ROOFING	Senior Ctr Roof Repair	206839		2,400.00
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 1/3/17 - 1/30/17	206804		90.28
100-1610-7652	STAR-BRITE CARPET CARE	CC Carpet Cleaning	206797		520.00
100-1610-7652	STAR-BRITE CARPET CARE	Teen Ctr Carpet Cleaning	206797		450.00
100-1610-7652	CALIBER COMMERCIAL POOL SERVI	Pool Equipment Repair	206776		162.88
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service Call	206808		88.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr HVAC Maint 1/1/17 - 3/31/17	206806		3,170.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Maint 1/31/17 - 3/31/17	206806		963.00
100-1610-7652	ALBERTOS PLUMBING	CH Women's Restroom ADA Faucets	206809		1,100.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Pk Restroom Flush Valves	206809		1,040.00
100-1610-7652	SIMON EQUIPMENT RENTALS	Scissor Lift Rental-SC Rain Gutter Clean	206795		179.92
100-1610-7652	BURRTEC WASTE SERVICES LLC	3rd St Trash Srvcs 2/2017	206775	210039- Bldg Maint Services - Montessori	128.54
100-1610-7652	POST ALARM SYSTEMS	South Yard Alarm Repair	206790		152.19
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	206802		18.21
100-1610-7830	THE TECHNOLOGY DEPOT INC	Phone Support 1/24/17 - 2/23/17	206766		422.00
100-1610-8100	EMODELING KITCHENS AND BATHS	Change Order 1 Kitchen Remodel	206748		565.00
100-1610-8100	EMODELING KITCHENS AND BATHS	Change Order 2 Kitchen Remodel	206748		3,210.00
100-1610-8100	U.S. BANK	Employee Kitchen Paint (Dunn-Edwards)	206802		27.10
100-1610-8100	U.S. BANK	Employee Kitchen Refrigerator (Best Buy)	206802		2,609.98
100-1610-8100	U.S. BANK	Paint Brush Employee Kitchen (Target)	206802		3.46
100-1610-8100	U.S. BANK	Employee Kitchen Disposal/InstaHot (InSinkerator)	206802		1,088.59
100-1610-8100	U.S. BANK	Employee Kitchen Faucet (Lowe's)	206802		216.41
100-1610-8100	EDGAR OCHOA	CH Kitchen Painting	206787		600.00
100-1805-7610	U.S. BANK	Union Mtg Food 1/19/17 (Tropicana Mkt)	206802		44.99
100-1805-7610	U.S. BANK	Union Mtg Coffee 1/19/17 (Starbucks)	206802		20.70
100-1805-7610	U.S. BANK	Union Mtg Food 1/19/17 (Smart & Final)	206802		28.33
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	206866		28.76
100-1805-7965	HINDERLITER, DE LLAMAS & ASSOC	2017 Q1 Sales Tax Audit	206833		1,352.18
100-1805-7980	U.S. BANK	Admin Srvcs Safe Refurbishment (Foothill Lock)	206802		569.65
100-1805-7980	U.S. BANK	Microsoft 365 12/27/16 - 1/26/17	206802		12.00
100-1810-7610	U.S. BANK	Michelle Brown WR IPMA-Hr Airfare 4/2017	206802		215.89
100-1810-7660	CALIFORNIA STATE DEPARTMENT	Fingerprint Apps 1/2017	206815		96.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 1./2017	206817		40.00
100-1810-7980	TYLER BUSINESS FORMS	ACA Forms (IRS Copy)	206872		29.29
100-1815-7631	U.S. BANK	Barracuda Message IR 1 Yr Renewal	206802		1,099.00
100-1815-7631	U.S. BANK	Barracua Message Archiver EU 1 Yr Renewal	206802		1,349.00
100-1815-7632	U.S. BANK	Admin/Crystal Adobe Creative Cloud	206802		49.99
100-1815-7632	U.S. BANK	Comm Dev/Yesenia Adobe Creative Cloud	206802		49.99
100-1815-7632	U.S. BANK	Public Safety/Susie Adobe Creative Cloud	206802		49.99
100-1815-7632	U.S. BANK	Admin Srvcs/Roxanne Adobe Creative Cloud	206802		49.99
100-1815-7632	U.S. BANK	Parks & Rec/Pam Adobe Creative Cloud	206802		49.99
100-1815-7632	U.S. BANK	Admin/Marla-Iliana Adobe Creative Cloud	206802		49.99

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1815-7632	U.S. BANK	HR/Michelle Adobe Creative cCloud	206802		14.99
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 2/2017	206766		578.00
100-1815-7965	MAXTREME INC	IT Helpdesk 1/2017	36		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Reovery 1/2017	36		200.00
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	206850		382.58
100-1825-7613	OFFICE SOLUTIONS INC	Copier Paper	206850		74.21
100-1825-7614	STAPLES ADVANTAGE	1099 Forms/Envelopes	206866		145.66
100-1825-7630	RICOH USA INC	Copier Lease-CH/SC/TC 2/19/17 - 3/18/17	206792		1,633.31
100-1825-7630	RICOH USA INC	Copier Lease-PS 1/19/17 - 2/18/17	206792		774.32
100-1825-7630	MAILFINANCE	Postage Machine 2/23/17 - 5/22/17	206844		352.03
100-1825-7631	RICOH USA INC	Copier Maint-CH/SC/TC 1/19/17 - 2/18/17	206791		1,501.03
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	206814		217.60
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	206828		565.78
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	206811		217.60
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	206812		435.21
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	206837		435.21
100-1825-7674	DOROTHY MONTGOMERY	Health Insurance Reimbursement	206847		217.60
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	206832		435.21
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7980	KRISTEN PETERSEN	Employee Holiday Breakfast	206789		51.35
100-1825-7980	SHRED-IT USA LLC	Document Shredding	206860		41.58
100-2023	TEESHA TARR	City Kity Bereavement Gift	206751		75.00
100-2023	PAMELA ROMERO	City Kitty Jersey Day Bingo Gift Cards	206750		100.00
100-2120	MARGARET DIAMOND	Less Advance-Ck 206268	206755		-370.00
100-2120	FILM PERMITS UNLIMITED	Film Deposit Refund 10/28/16	206779		500.00
100-2120	MICHELLE TRAIL	CC Rent Deposit Refund	206767		150.00
100-2120	CECILLE DEL ROSARIO	TC Rent Deposit Refund	206753		300.00
100-2120	ELIZABETH GUZMAN	CC Rent Deposit Refund	206782		500.00
100-2120	ROBERTO TRAJANO	Film Deposit Refund 1/18/17	206801		500.00
100-2120	ARCELIA ORTIZ	CC Rent Deposit Refund	206788		500.00
100-2121	NANCY BURROWS	SC Excursion Overpayment	206774		32.00
100-2122	DIVISION OF THE STATE ARCHITECT	Disability Access Fee Q4 2016	206824		88.50
100-4302	MAR T BAGUIEN	Citation Overpayment	206771		45.00
100-4303	CARL JOHN LOZA	Administrative Citation Overpayment	206786		1,956.60
100-4402	ARCELIA ORTIZ	Deputy No Show	206788		210.00
100-4408	DUARTE UNIFIED SCHOOL DISTRICT	Nextel Lease 2/2017	206827	250004 - Property Rent - Nextel Rent (Oti	1,520.98
100-5005	U.S. BANK	2016 Sales & Use Tax (CA BOE)	206802		73.66
				Fund 100 - GENERAL FUND Total:	**583,078.81**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	SIEMENS INDUSTRY INC	Traffic Signal Maintenance 12/2016	206759		773.19
240-2405-7890	SIEMENS INDUSTRY INC	Traffic Signal Call Outs 12/2016	206759		296.93
240-2405-7890	STATE OF CALIFORNIA DEPT OF TR	Traffic Signal Maintenance 10/16 - 12/16	206764		440.80
240-2410-7906	WEST COAST ARBORISTS INC	Arborist Report Tree Removals	206875		825.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		4,630.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		400.00
240-2426-7810	A1 MAINTENANCE SERVICES CA	Mikes Ctr Sweeping 1/2017	206805		747.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 1/2017	206813		355.00
			Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:		**22,518.99**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	FS CONTRACTORS INC	ADA Curb Ramp Project	206757	201701-Construct-ADA CURB RMP FY16/	2,540.54
260-2605-8061	LDM ASSOCIATES INC	ADA Ramp Project Admininstration 12/2016	206840	201701-Construct-ADA CURB RMP FY16/	595.00
260-2605-8070	LDM ASSOCIATES INC	Bradbourne St Improv Project Admin 12/2016	206840	201702-Street Imp-Bradbourne Ave Reha	637.50
				Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:	**3,773.04**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 11/2016	206843		9,500.00
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	COH Walk/Saturation Patrol 11/2016	206843		2,642.37
		Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:			**12,142.37**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	CURO MANAGED PRINT PRODUCTI	President's Day Bus Signs	206822		170.04
440-4405-7614	STAPLES ADVANTAGE	Printer Ink	206866		110.46
440-4405-7620	CANYON TIRE SALES INC	Bus 103 Rear Tires	206816		2,544.62
440-4405-7650	AUTOZONE	South Yard Supplies	206810		70.11
440-4405-7650	AUTOZONE	South Yard Vehicle Supplies	206810		54.63
440-4405-7650	HOME DEPOT CREDIT SERVICES	Spare Key Lock	206749		18.45
440-4405-7650	GRAINGER	South Yard Vehicle Supplies	206831		227.23
440-4405-7814	SUPERIOR PROPERTY SERVICES INC	Graffiti Removal 12/2016	206765		120.00
440-4405-7887	TRIANGLE TRUCK PARTS	Bus Parts	206871		42.63
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Oil Leak Repair	206838		146.75
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Driver Side Wiper Motor Assembly	206838		607.64
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Heater Valve/Sign Troubleshoot	206838		749.27
440-4425-7965	RKA CONSULTING GROUP	2016/17 ATP-Engineering 12/2016	206855	201604-Prof Svcs 440 (ATP)-ATP Design G	2,821.35
			Fund 440 - PROPOSITION A TRANSIT FUND Total:		**7,683.18**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-4705-8060	MARTINEZ CONCRETE INC	Retention-Removal Architectural Barrier	206845	201601-470 Construct-ADA CURB FY15/1	3,485.49
			Fund 470 - MEASURE R LR TRANSIT FUND Total:		**3,485.49**

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-6225-7965	RKA CONSULTING GROUP	2016/17 ATP-Engineering 12/2016	206855	201604-Prof Svcs 620 (ATP)-ATP Design G	4,246.15
			Fund 620 - COMMUNITY IMPROVEMENT FUND Total:		4,246.15
				Grand Total:	636,928.03

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	583,078.81
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	22,518.99
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	3,773.04
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	12,142.37
440 - PROPOSITION A TRANSIT FUND	7,683.18
470 - MEASURE R LR TRANSIT FUND	3,485.49
620 - COMMUNITY IMPROVEMENT FUND	4,246.15
Grand Total:	**636,928.03**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7641	Travel & Exp - Fasana	45.00
100-1005-7642	Travel & Exp - Finlay	90.00
100-1005-7647	Travel & Exp - Reilly	130.54
100-1010-7610	Travel, Mtgs & Conf	1,350.41
100-1010-7612	Publications and Dues	1,346.00
100-1010-7614	Office Supplies	108.42
100-1010-7651	Election Services	53.63
100-1010-7965	Professional Services	10,000.00
100-1010-7980	Other Expenses	174.21
100-1015-7680	City Attorney	9,613.30
100-1015-7684	Code Enforcement	5,081.67
100-1015-7686	Other Legal Services	14,366.86
100-1020-7716	Special Community Even	39.80
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	49.99
100-1020-7980	Other Expenses	524.94
100-1205-7613	Duplications And Photos	1,431.15
100-1205-7614	Office Supplies	31.23
100-1205-7615	Emergency Supplies	347.87
100-1205-7650	Vehicle Maintenance	8.44
100-1205-7655	Emergency Services	1,172.80
100-1205-7761	Parking Ticket Collect	1,466.98
100-1205-7779	Youth Programs	139.12
100-1205-7780	Animal Control	3,098.71
100-1205-7781	Contract Law Enforceme	302,786.37
100-1205-7783	GAPP Program	20,500.00
100-1205-7787	Public Safety Cntr Lease	9,953.32
100-1205-7980	Other Expenses	352.57
100-1405-7610	Travel, Mtgs & Conf	167.00
100-1405-7612	Publications and Dues	35.99
100-1405-7614	Office Supplies	586.86
100-1405-7690	Planning Commission	250.00
100-1405-7965	Professional Services	45,303.37
100-1405-7969	City Engineer	2,970.00
100-1405-7975	Economic Development	1,997.23
100-1405-7980	Other Expenses	12.59
100-1405-8100	Other Capital Improvem	1,500.00
100-1410-7630	Equipment Rentals	2,267.77
100-1410-7650	Vehicle Maintenance	4,413.43
100-1410-7656	Emergency Generator	145.00
100-1410-7810	Street Sweeping	116.00
100-1410-7814	Graffiti Removal	80.00
100-1410-7900	K-Rail Maintenance	72,620.12
100-1410-7980	Other Expenses	2,914.37
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	-100.00

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	15.00
100-1605-7612	Publications and Dues	210.00
100-1605-7614	Office Supplies	100.33
100-1605-7653	Active Net Fees	1,400.00
100-1605-7693	Youth Council	73.30
100-1605-7728	Americorp's VIP Progra	532.50
100-1605-7733	Senior Center	3,117.76
100-1605-7735	Teen Center	1,689.15
100-1605-7737	Adult Excursions	1,100.00
100-1605-7739	Publicity	216.69
100-1605-7744	Nutrition Program Costs	71.50
100-1605-7980	Other Expenses	3,028.40
100-1610-7617	Pool Chemicals	931.44
100-1610-7618	Building Supplies	1,098.12
100-1610-7652	Building Maint Services	10,444.81
100-1610-7830	Telephones	440.21
100-1610-8100	Other Capital Improvem	8,320.54
100-1805-7610	Travel, Mtgs & Conf	94.02
100-1805-7614	Office Supplies	28.76
100-1805-7965	Professional Services	1,352.18
100-1805-7980	Other Expenses	581.65
100-1810-7610	Travel, Mtgs & Conf	215.89
100-1810-7660	Other Services	136.00
100-1810-7980	Other Expenses	29.29
100-1815-7631	Equipment Maintenance	2,448.00
100-1815-7632	Software Maintenance	314.93
100-1815-7821	Personal Computer Sup	578.00
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7613	Duplications And Photos	456.79
100-1825-7614	Office Supplies	145.66
100-1825-7630	Equipment Lease	2,759.66
100-1825-7631	Equipment Maintenance	1,501.03
100-1825-7674	Retiree Health Insurance	2,524.21
100-1825-7945	Operation Of Acq Prop	83.34
100-1825-7980	Other Expenses	92.93
100-2023	EE City Kitty Contributio	175.00
100-2120	Refundable Deposits	2,080.00
100-2121	Pass Through Deposits	32.00
100-2122	Disability Access & Educ	88.50
100-4302	Parking Citations	45.00
100-4303	Other Fines	1,956.60
100-4402	Community Center Rent	210.00
100-4408	Property Rental	1,520.98
100-5005	Taxable Sales	73.66
240-2405-7890	Repairs-Traffic Signal	1,510.92
240-2410-7906	Tree Trim-Citywide	825.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	747.00
240-2426-7914	Landscape Maintenance	180.00

Account Summary

Account Number	Account Name	Payment Amount
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
260-2605-8061	ADA Curb Ramps	3,135.54
260-2605-8070	Street Improvements	637.50
290-2905-7781	Contract Law Enforceme	12,142.37
440-4405-7613	Duplications And Photos	170.04
440-4405-7614	Office Supplies	110.46
440-4405-7620	Tires	2,544.62
440-4405-7650	Vehicle Maintenance	370.42
440-4405-7814	Graffiti Removal	120.00
440-4405-7887	Repairs & Replacements	1,546.29
440-4425-7965	Professional Services (A	2,821.35
470-4705-8060	Sidewalk/Concrete Repa	3,485.49
620-6225-7965	Professional Services (A	4,246.15
	Grand Total:	**636,928.03**

Project Account Summary

Project Account Key	Payment Amount
None	448,376.32
201406-Legal Fees-City of Hope EIR Reimb	12,388.51
201406-Prof Serv-City of Hope EIR Reimb	26,816.68
201601-470 Construct-ADA CURB FY15/16 (601723-15)	3,485.49
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	2,821.35
201604-Prof Svcs 620 (ATP)-ATP Design Goldline	4,246.15
201616-GAPP Program-Calgrip FY16-2017	20,500.00
201616-Sheriff Contract-Calgrip FY2016-17	15,291.83
201616-Teen Center-Calgrip FY2016-17	770.09
201632-Deflection Wall-FishFire Complex	1,500.00
201632-Emergency Exp-Fish Fire Complex	736.84
201632-Equip Rental-Fish Fire	2,267.77
201632-Fish Fire K-Rail Maint (1410)	72,620.12
201632-Fish Fire-Emergency Supplies	323.39
201632-Fish Fire-Other Exp (1405)	12.59
201632-Fish Fire-Other Exp(1410)	2,870.22
201632-Fish Fire-Other Expenses	267.65
201632-Vehicle Maint-Fish Fire	4,402.44
201701-Construct-ADA CURB RMP FY16/17 (601778-16	3,135.54
201702-Street Imp-Bradbourne Ave Rehab (601779-16)	637.50
201709- Duarte's Promise - America's Promise Exp	532.50
201715-Prof Svc-3rd St and Oak Res	7,542.19
201717-Prof Svcs-1305 Huntington	3,650.00
210039- Bldg Maint Services - Montessori School	128.54
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,520.98
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	**636,928.03**

Agenda Memo

To: Mayor and Members of the Duarte City Council

From: Brian Villalobos, Director of Public Safety

Date: February 14, 2017

Subject: CAL GRIP 2017

Recommendation: It is recommended that the City Council execute a contract with the Board of State and Community Corrections of California Department Corrections or BSCC for the period of January 1, 2017 through December 31, 2017 and continue delivering the third and final year of the CAL GRIP (Gang Reduction and Intervention Program) in the service area.

Background: The Duarte Public Safety office will continue work with 2017 grant partners: LA County Probation and LA County Sheriff Departments, the Flintridge Center, the Boys and Girls Club of the Foothills, and Southland Sings for current gang prevention, intervention, and reintegration services

Discussion: Current resolution is a formality. City Council approved Resolution No. 14-28 for a three year partnership 2015 to 2017 for the CAL GRIP program on December 9, 2014.

Duarte has continued to follow contract rules and made improvements based on evaluations and the necessary modifications to stay grant compliant and preserve this partnership.

Fiscal Impact: All costs associated are already budgeted for FY 16-17 and FY 17-18 in the amount of $325,171 with required in-kind and cash matches. It is 100% financially supported by 2017 CAL GRIP award and approved by the Best Practices Approach Initiative from the Board of State and Community Corrections of California Department Corrections.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ACCEPTING THE CALIFORNIA GANG REDUCTION AND INTERVENTION PROGRAM (CalGRIP) FUNDING OF $325,171 DURING 2017 AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) RECOMMENDATIONS FOR ADMINISTERING THE GRANT

WHEREAS, the City of Duarte desires to participate in the California Gang Reduction, Intervention and Prevention (CalGRIP) Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC) during January 1, 2017, through December 31, 2017; and

WHEREAS, the City of Duarte will contract to work in a collaboration with the community based organizations of the Boys and Girls Club of the Foothills, the Flintridge Center, and Southland Sings and contribute the required twenty percent of funding toward the growth of their programs; and

WHEREAS, the City of Duarte will match the approved funding dollar for dollar and will administer the Duarte CalGRIP grant;

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized on behalf of the City of Duarte to sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED, that the City of Duarte agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

BE IT FURTHER RESOLVED that the approved grant funds of $325,171 received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2017.

Mayor Pro Tem John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No.17-11 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 14th day of February, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

CITY COUNCIL STAFF REPORT

Date: January 30, 2017

To: Mayor and City Council

From: Brian Villalobos; Director of Public Safety

Subject: **Resolution No. 17-12 of the City Council of the City of Duarte Proclaiming the Termination of a Local Emergency**

SUMMARY

On January 11, 2017, and January 12, 2017, the City of Duarte suffered from dangerous conditions which arose from multiple winter storms. These conditions were beyond the control of local resources. The aforementioned winter storms generated more than 250 cubic yards of mud and debris, which deposited onto multiple roadways and appurtenances, causing extensive damages within our community.

There are approximately 200 homes and an elementary school that were impacted by these storms. The residents were impacted by road closures and the elementary school had to divert its pick up and drop off locations.

PROJECT DESCRIPTION

On January 17, 2017, the Director of Emergency Services declared a local emergency, by way of Resolution No. 17-07. The Duarte City Council, at a regularly scheduled meeting on January 24, 2017, adopted and ratified aforementioned resolution via Resolution No. 17-09.

Resolution No. 17-09 can now be terminated as all cleanup efforts and mitigation measures have been completed as they relate to the Winter Storms that occurred on January 11, 2017, and January 12, 2017.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 17-12 proclaiming the termination of a local emergency.

RESOLUTION NO. 17-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY PREVIOUSLY DECLARED UNDER RESOLUTION NO. 17-09

WHEREAS, a local emergency existed in the City of Duarte in accordance with Resolution No. 17-09 thereof proclaimed by the Director of Emergency Services on the 17th day of January, 2017, and its ratification by the City Council on the 24th day of January, 2017, as a result of conditions of extreme peril to the safety of persons and property caused by winter storms occurring on January 11, 2017, and January 12, 2017; and

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of Duarte;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte, State of California, does hereby proclaim the termination of said local emergency.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2017.

____
Mayor Pro Tem John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-12 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 14th day of February, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers

____
City Clerk Marla Akana
City of Duarte, California

CITY COUNCIL STAFF REPORT

Date:	January 30, 2017
To:	Mayor and City Council
From:	Brian Villalobos; Director of Public Safety
Subject:	**Resolution No. 17-13 of the City Council of the City of Duarte Proclaiming the Termination of a Local Emergency**

SUMMARY

On January 19, 2017, through January 23, 2017, the City of Duarte suffered from dangerous conditions which arose from multiple winter storms. These conditions were beyond the control of local resources. The aforementioned winter storms generated more than 3,260 cubic yards of mud and debris, which deposited onto multiple roadways and appurtenances, causing extensive damages within our community.

There are approximately 200 homes and an elementary school that were impacted by these storms. The residents were impacted by mandatory evacuations, road closures, and the closure of the elementary school on Monday, January 23, 2017.

PROJECT DESCRIPTION

On January 24, 2017, at a regularly scheduled meeting, the Duarte City Council declared a local emergency, by way of Resolution No. 17-10.

Resolution No. 17-10 can now be terminated as all cleanup efforts and mitigation measures have been completed as they relate to the Winter Storms that occurred on January 19, 2017, through January 23, 2017.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 17-13 proclaiming the termination of a local emergency.

RESOLUTION NO. 17-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY PREVIOUSLY DECLARED UNDER RESOLUTION NO. 17-10

WHEREAS, a local emergency existed in the City of Duarte in accordance with Resolution No. 17-10 thereof proclaimed by the City Council on the 24th day of January, 2017, as a result of conditions of extreme peril to the safety of persons and property caused by Winter Storms that occurred on January 19, 2017, through January 23, 2017; and

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of Duarte;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte, State of California, does hereby proclaim the termination of said local emergency.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2017.

Mayor Pro Tem John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 17-13 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 14th day of February 14, 2017, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, DIRECTOR OF PARKS AND RECREATION

SUBJECT: DUARTE HIGH SCHOOL SWIM TEAM POOL USE

DATE: 2/1/17

Each year the City of Duarte and the Duarte Unified School District (DUSD) jointly sign an agreement that allows the Duarte High School (DHS) swim team to use the Fitness Center pool for practices and meets. This spring DHS will be able to enjoy the new starting blocks that were funded by DUSD and this summer the Recreation Swim Team will also be able to enjoy the blocks for their meets.

Attached is the agreement for the 2017 DHS swim team season. Staff requests that the City Council authorize the City Manager to sign the agreement.

AGREEMENT BETWEEN CITY OF DUARTE AND DUARTE UNIFIED SCHOOL DISTRICT FOR USE OF CITY-OWNED FITNESS CENTER POOL

This Agreement for Use of City-Owned Fitness Center Pool ("**Agreement**") is made and entered into by and between the CITY OF DUARTE, hereinafter referred to as "**City**", and DUARTE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "**District**".

WITNESSETH:

WHEREAS, City owns and operates a swimming pool and associated ancillary pool facilities at the Duarte Fitness Center ("**Pool**"); and

WHEREAS, District desires to use the Pool, and City desires to make the Pool available for use by the District.

NOW, THEREFORE, said City and said District hereby mutually covenant and agree as follows:

1. This Agreement shall be effective for the Spring 2017 Swim Team season.

2. The Agreement is a use agreement only and does not confer any interest in real property to or for the benefit of District. Further, this Agreement shall not confer, convey, or create or any interest or right which could subject City with any requirement to pay to, or provide to, District any relocation assistance or benefits under any law; and the District further waives and relinquishes any such right to the extent it is created by or as a result of this Agreement or operation of law.

3. City shall allow District to utilize the Pool solely for the purpose of running a competitive swim team ("**District Activities**") in accordance with a written schedule submitted by the District and acceptable to City. In determining whether the written schedule is acceptable, City and District agree and acknowledge that District's use of the Pool shall not at any time interfere with the use of the Pool or its ancillary and abutting facilities by City for the conduct of programs under City's jurisdiction. Upon written notification City will begin heating the Pool.

4. The District shall responsibly and professionally conduct and supervise the District Activities it undertakes at the Pool and agrees to at all times provide adequate adult supervision of students traveling to and from the Pool as well as at all times the Pool is being utilized by the participants in the District Activities.

5. Any District employee scheduled to supervise a District Activity at a time when a City lifeguard is not on duty must have current Red Cross certificates as specified by the Health and Safety Code of the State of California. Copies of the certifications must be submitted to City prior to any use of the Pool by District and the participants in the District Activities. Additionally, each certified District employee must attend a two (2) hour training session conducted by the Fitness Center Supervisor prior to the first use of the Pool by the participants in the District Activities.

6. District shall provide at least one additional Red Cross-certified lifeguard (for a total of two lifeguards) to sit in the lifeguard stand during swim meets. City can supply said lifeguard given 30 days notice.

7. The Fitness Center locker rooms will be available for use by District personnel and participants in the District Activities. District agrees to have an adult present in the locker rooms when being used by student participants in the District Activities.

8. The cost of any District use, which may require the services of City staff, in addition to the above personnel, will be reimbursed by District at the employees' actual hourly rate.

9. District will pay one half the costs of utilities (including without limitation costs of heating the Pool) and chemicals used for the season (February 21 through May 5, 2017). City will bill District at the end of the season.

10. District shall be responsible for providing its own equipment and supplies for all practices and meets and other District Activities held at the Duarte Fitness Center. Said items shall not be stored at the Pool and must be removed upon conclusion of the day's activity.

11. During the conduct of District Activities, District may formulate and enforce rules and regulations as are acceptable to City and are necessary to maintain proper standards of conduct and safety at the Pool. Every effort shall be made by District to exercise reasonable care while using said facilities.

12. City programs shall have first priority for use of the Pool. District will normally have second priority for use of the Pool. District and City understand and agree, however, that there may be occasions when another community organization will be given priority over a District request for use of the Pool (this would be the exception rather than the rule). If a City-sponsored recreational or instructional need arises after establishment of any District schedule, District shall relinquish its permit to use said facilities. City will make reasonable and diligent efforts to give no less than seventy-two (72) hours notice of a cancellation of District's planned use of the Pool.

13. District agrees to indemnify City, its officers, agents, and employees and hold them harmless from any and all losses, costs, expenses, claims and damages whatsoever, arising out of our connection with District's use of Pool and District's performance of its obligations under this Agreement, including without limitation injuries sustained in transit to and from, and use of, the Pool by District personnel participants in the District Activities, and spectators of the District Activities. District's indemnity shall (I) include, but not be limited to, City's reasonable attorney's fees, its expert witness fees, and litigation and court costs, and (II) shall apply notwithstanding the limits of insurance coverage set forth below. District agrees to amend its policy of primary insurance as respects City, naming City as named insured under the comprehensive general liability policy and provide a Certificate of Insurance made out to the City of Duarte as follows:

Comprehensive	$ 500,000	each person
	$ 1,000,000	each accident
Property Damage	$ 500,000	each accident
	$ 500,000	aggregate operations
	$ 500,000	aggregate protective
	$ 500,000	aggregate contractual

14. No officer, official member, employee, agent or representative of District or City, acting in an official capacity, shall be personally liable to the other in the event of any default or breach by said party, or for any amount which may become due to the other party, or for breach of any obligation of the terms of the Agreement.

15. District covenants that, in its performance of the Agreement, it shall not discriminate against any person on the basis of any impermissible classification.

16. District shall leave the Pool in as good condition as it was when it commenced use of the Pool, and shall be responsible for the repair or replacement of any equipment, which may be proven damaged by District use. District will be billed and agrees to pay the actual cost of repairs.

17. This Agreement may be terminated by either party hereto upon fifteen (15) days written notice to the other of the intention to so terminate.

18. Each signatory to the Agreement warrants to the other party that it has authority to sign on behalf of its party and to bind said party.

IN WITNESS HEREOF, the City of Duarte and the Duarte Unified School District do hereby agree to the above.

CITY OF DUARTE	DUARTE UNIFIED SCHOOL DISTRICT
by:______________________	by:______________________
Darrell George City Manager	Dr. Allan Mucerino Superintendent of Education
DATE:______________________	DATE:______________________

Agenda Memo
City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen Herrera, Deputy City Manager

Date: 2/7/17

Re: **Fireworks Permit/License Application Award 2017**

Recommendation: That the City Council, by motion, grant firework permit/licenses for 2017 to the following five community groups 1) Duarte Kiwanis Club 2) Duarte Community & Education Foundation 3) Duarte High School Falcon Boosters 4) LULAC and 5) Duarte High School ASB.

Background: On October 28, 2008, the Duarte City Council unanimously adopted Ordinance No. 810 which made the below changes for organizations who had previously filed for permits in the past.

- Council may issue up to five fireworks permits;
- The deadline for filing an application for fireworks was 5:00 pm on the third Thursday of January each. For the 2017 Fourth of July fireworks application process, the deadline was 5:00 pm on Thursday, January 19, 2017.

Past applicants were sent a 2017 fireworks application and a copy of the ordinance in December of 2016. (See Attachment A)

Discussion: This year, five permit applications were received and submittal fees were paid by the deadline of January 19, 2017. The five groups that submitted were as follows:

1. The Duarte Kiwanis Club – Ralph's Shopping Center, 1155 – 1247 Huntington Drive
2. Duarte Community & Education Foundation – Fitness 19 – 2213-2245 Huntington Drive
3. Duarte High School Falcon Boosters – Adjacent to Carl's Jr. - 1302 Huntington Drive
4. LULAC – WalMart Center – 1600 Mountain Avenue
5. Duarte High School ASB - Mountain Vista Plaza – 1000 – 1096 Huntington Drive

All five applications were reviewed by staff and deemed complete based on the application standards and submittal requirements.

Fiscal Impact: The City requires a cleaning deposit and application fee from the license holders to help offset the administrative costs. The Council also amended the Ordinance in 2015 to increase the fee for illegal fireworks to $1,000 per occurrence collected through the Administrative Citation process.

Attachments:

Application Process Letter – Attachment A

2017 Applications – Attachment B

City of Duarte

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

December 5, 2016

2017 FIREWORKS APPLICATION PROCESS

Dear Previous Fireworks Applicant:

The deadline for the 2017 fireworks application process is fast approaching. Per Duarte Municipal Code Section 15.05.030, the Duarte City Council may issue a maximum of five fireworks permits. The deadline for filing an application for fireworks is 5:00 p.m. on the third Thursday of January of each year. For the 2017 Fourth of July application process, the deadline is **5:00 p.m. on Thursday, January 19, 2017.**

Since your organization has applied for a fireworks permit in the past, we are enclosing a fireworks application for your convenience. Should you wish to apply for a 2017 fireworks permit, please return the completed application, $50 fee, and required documentation (as indicated on the application) to the City Clerk's office no later than the date/time stated above.

Also enclosed are the following documents:

(1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)

(2) County of Los Angeles Title 32 (Fire Code) Section 5601.3 (Fireworks)

(3) State of California Health and Safety Code Sections 12500-12534 and 12541.1 (Fireworks Law)

(4) California Code of Regulations, Title 19, Division 1, Chapter 6 (Fireworks)

Please feel free to call Deputy City Manager Karen Herrera at (626) 357-7931, ext. 221 if you have any additional questions.

Sincerely,

Darrell J. George
City Manager

Enclosures

RECEIVED

JAN 18 REC'D 2017

CITY OF DUARTE

City of Duarte

2017 CITY OF DUARTE
APPLICATION FOR LICENSE PERMIT TO SELL SAFE AND SANE FIREWORKS

Name of Organization Duarte Kiwanis Club Telephone 626 222-8689
Address PO Box 46 91009 Email cathynagrl17@gmail.com

President Cheryl Reynolds Telephone 626 222.8689
Address 484 E. California Blvd 18 Pasadena Email Same as above

Secretary Tina Carey Telephone 626 930.8504
Address 1041 Avenida Loma Vista San Dimas Email

Treasurer Filippo Fanara Telephone 626 303.1818
Address 1180 Topeka St. Pasadena Email filippo@cibare.com

We, a Duarte fraternal organization as defined by Duarte Municipal Code Section 15.05.020, do hereby submit this application to the City Council of the City of Duarte for a license permit to sell safe and sane fireworks. We understand that this application for a license permit to sell safe and sane fireworks, pursuant to Chapter 15.05 of the Duarte Municipal Code, shall be filed with the City Clerk on or before **5:00 p.m. on Thursday, January 19, 2017**, with the following information attached to this application:

1. Non-refundable application fee of **$50.00.**

2. Contract or letter of intent from proposed fireworks distributor.

3. Lease/license/use agreement and/or authorization letter from property owner authorizing and describing in detail the fireworks sales booth location.

4. Description of stand construction and a site map that confirms compliance with Section 15.05.060(e) of the Duarte Municipal Code.

5. Copy of applicant's organizational formation documents, such as its articles of incorporation and bylaws, or other evidence of the group's formation and status to show compliance with Municipal Code Section 15.05.020.

6. Liability insurance in the amount of One Million Dollars ($1,000,000) from the selected fireworks provider for the designated sales period, insuring against death and personal injury to persons and against property damage, naming as additional insureds the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity.

7. Staff schedule plan detailing booth operation dates, operating hours, and 24-hour-a-day on-site staffing plan.

8. Operational plan detailing storage of fireworks, booth security, fire prevention and other safety measures, theft prevention measures, and clean-up and booth removal.

9. Profit utilization plan detailing the youth activities for which the applicant proposes to use the net profits from the sale of the safe and sane fireworks in compliance with Duarte Municipal Code Section 15.05.040. Note: If the applicant received a license permit in the prior year, such plan must also include a statement that all net receipts from the prior year have been expended in accordance with the requirements of Section 15.05.040 of the Duarte Municipal Code.

10. Certified statement (roster) of the number and residency of the members of the organization. Duarte Municipal Code Section 15.05.020 states: *"Duarte membership," as used in this section, means membership consisting of at least 75% of juvenile or adult persons who are either: (a) Duarte residents; or (b) Employed in Duarte; or (c) Owners or operators of a business or other establishment located in Duarte.*

By submitting this application, we further agree to the following:

a) To comply with Chapter 15.05 of the Duarte Municipal Code including, but not limited to, the requirement that the net profit from the sales shall be utilized only for youth activities/programs in accordance with Duarte Municipal Code Section 15.05.040, which states: *At least 75% of the youth participating in and benefiting from such activities shall be residents of the City of Duarte.*

b) Upon license permit approval, to comply with Resolution No. 16-28 adopted 10/11/16, requiring a $400.00 deposit per license, refundable if applicant helps with clean-up at a designated City park after the July 4th festivities by 8:00 a.m., July 5.

c) Per City Council policy established 2/25/97, to comply with the requirement to have at least two representatives attend a meeting with the Public Safety Department prior to the approval of this application (date to be announced.)

d) Per City Council policy established 3/24/98, to submit a financial accounting of fireworks revenue, expenses and profits by September 30th of the current year detailing a description of proposed youth programs, associated budget, number of overall participants, and breakdown of the total numbers of participants by the categories set forth in subparagraphs (a), (b), and (c) of the Duarte Municipal Code Section 15.05.040, and a reconciled account statement showing revenue and expense and net profit, supported by receipts, including for fireworks purchased and booth-related expenses, etc.

e) To indemnify, defend, and hold harmless the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against any claims, costs, liabilities, expenses, judgments, fines, penalties, and the like, including but not limited to expert witness fees and attorney's fees arising out of the acts or omissions of applicant or any of its officers, officials, directors, managers, agents, representatives, or volunteers pertaining to this application or activities taken in furtherance thereof if a permit is issued including, but not limited to, as may be related to submission of this application, the granting of a permit if such permit is granted, applicant's sales booth and its location, construction and operation including, but not limited to, booth materials, booth staffing, and the display, sale, and storage of fireworks, the discharge of fireworks, applicant's agreement with the owner of booth site, applicant's contract with a fireworks distributor or provider, the use of funds raised from the sale of fireworks, or compliance or failure to comply with applicable law.

f) To waive, release, and discharge any claims or causes of action against the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, by the issuance or non-issuance of a license permit to applicant or to any other applicant.'

g) That applicant is familiar with the provisions and acknowledges receipt of the documents listed in the box below, as follows: (1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks); (2) County of Los Angeles Title 32 (Fire Code) Section 5601.3 (Fireworks); (3) State of California Health and Safety Code (Fireworks Law) Sections 12500-12534 and Section 12541.1; and (4) California Code of Regulations, Title 19, Division 1, Chapter 6 (Fireworks).

h) That applicant acknowledges that (a) submission of an application does not guarantee that a license permit will be issued to applicant and (b) submission of an incomplete application by applicant will result in rejection of the application.

I hereby certify that the above information is true and correct, and that all required information and documents (#1-#10) are attached.

Cheryl Reynolds
Authorized Signature

Name: Cheryl Reynolds
(Please print)

Title: President

Receipt No. ~~[illegible]~~ 59644
Amount $ $50.00
Date 1/18/17

Documents provided to applicant with this Application:
1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)
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3) State of California Health and Safety Code (Fireworks Law) Sections 12500-12534 and Section 12541.1
4) California Code of Regulations – Title 19 – Division 1, Chapter 6 (Fireworks)

Revised – Effective January 2017

City of Duarte

RECEIVED

JAN 17 2017

CITY OF DUARTE ADMINISTRATIVE SERVICES

2017 CITY OF DUARTE APPLICATION FOR LICENSE PERMIT TO SELL SAFE AND SANE FIREWORKS

Name of Organization Duarte Education Foundation Telephone ____________
Address P.O. Box 497, Duarte, CA 91009 Email ____________

President Margaret Finlay Telephone 626-359-0416
Address 1600 Huntington Drive, Duarte 91010 Email margaretfinlay@gmail.com

Secretary Don LaPlante Telephone 562-965-2930
Address 11908 Susan Avenue, Downey 90242 Email donlaplante@gmail.com

Treasurer Shauna Pierce Telephone 626-357-4704
Address 890 San Marcus Lane, Duarte Email shaunapierce@hotmail.com

We, a Duarte fraternal organization as defined by Duarte Municipal Code Section 15.05.020, do hereby submit this application to the City Council of the City of Duarte for a license permit to sell safe and sane fireworks. We understand that this application for a license permit to sell safe and sane fireworks, pursuant to Chapter 15.05 of the Duarte Municipal Code, shall be filed with the City Clerk on or before **5:00 p.m. on Thursday, January 19, 2017**, with the following information attached to this application:

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5. Copy of applicant's organizational formation documents, such as its articles of incorporation and bylaws, or other evidence of the group's formation and status to show compliance with Municipal Code Section 15.05.020.

6. Liability insurance in the amount of One Million Dollars ($1,000,000) from the selected fireworks provider for the designated sales period, insuring against death and personal injury to persons and against property damage, naming as additional insureds the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity.

7. Staff schedule plan detailing booth operation dates, operating hours, and 24-hour-a-day on-site staffing plan.

8. Operational plan detailing storage of fireworks, booth security, fire prevention and other safety measures, theft prevention measures, and clean-up and booth removal.

9. Profit utilization plan detailing the youth activities for which the applicant proposes to use the net profits from the sale of the safe and sane fireworks in compliance with Duarte Municipal Code Section 15.05.040. Note: If the applicant received a license permit in the prior year, such plan must also include a statement that all net receipts from the prior year have been expended in accordance with the requirements of Section 15.05.040 of the Duarte Municipal Code.

10. Certified statement (roster) of the number and residency of the members of the organization. Duarte Municipal Code Section 15.05.020 states: *"Duarte membership," as used in this section, means membership consisting of at least 75% of juvenile or adult persons who are either: (a) Duarte residents; or (b) Employed in Duarte; or (c) Owners or operators of a business or other establishment located in Duarte.*

By submitting this application, we further agree to the following:

a) To comply with Chapter 15.05 of the Duarte Municipal Code including, but not limited to, the requirement that the net profit from the sales shall be utilized only for youth activities/programs in accordance with Duarte Municipal Code Section 15.05.040, which states: *At least 75% of the youth participating in and benefiting from such activities shall be residents of the City of Duarte.*

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c) Per City Council policy established 2/25/97, to comply with the requirement to have at least two representatives attend a meeting with the Public Safety Department prior to the approval of this application (date to be announced.)

d) Per City Council policy established 3/24/98, to submit a financial accounting of fireworks revenue, expenses and profits by September 30th of the current year detailing a description of proposed youth programs, associated budget, number of overall participants, and breakdown of the total numbers of participants by the categories set forth in subparagraphs (a), (b), and (c) of the Duarte Municipal Code Section 15.05.040, and a reconciled account statement showing revenue and expense and net profit, supported by receipts, including for fireworks purchased and booth-related expenses, etc.

e) To indemnify, defend, and hold harmless the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against any claims, costs, liabilities, expenses, judgments, fines, penalties, and the like, including but not limited to expert witness fees and attorney's fees arising out of the acts or omissions of applicant or any of its officers, officials, directors, managers, agents, representatives, or volunteers pertaining to this application or activities taken in furtherance thereof if a permit is issued including, but not limited to, as may be related to submission of this application, the granting of a permit if such permit is granted, applicant's sales booth and its location, construction and operation including, but not limited to, booth materials, booth staffing, and the display, sale, and storage of fireworks, the discharge of fireworks, applicant's agreement with the owner of booth site, applicant's contract with a fireworks distributor or provider, the use of funds raised from the sale of fireworks, or compliance or failure to comply with applicable law.

f) To waive, release, and discharge any claims or causes of action against the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, by the issuance or non-issuance of a license permit to applicant or to any other applicant.'

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h) That applicant acknowledges that (a) submission of an application does not guarantee that a license permit will be issued to applicant and (b) submission of an incomplete application by applicant will result in rejection of the application.

I hereby certify that the above information is true and correct, and that all required information and documents (#1-#10) are attached.

Margaret Finlay
Authorized Signature

Name: Margaret Finlay
(Please print)

Title: President

Receipt No. 59647
Amount $ 50.00
Date 1/18/17

Documents provided to applicant with this Application:
1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)
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4) California Code of Regulations – Title 19 – Division 1, Chapter 6 (Fireworks)

Revised – Effective January 2017

City of Duarte

RECEIVED

JAN 19 REC'D 2017

CITY OF DUARTE

2017 CITY OF DUARTE
APPLICATION FOR LICENSE PERMIT TO SELL SAFE AND SANE FIREWORKS

Name of Organization Duarte Falcon Booster Club Telephone 626 357-0708
Address 3204 Conata St Duarte 91010 Email EReilly3@aol.com

President Henry Baltazar Telephone 626 357-0708
Address 3204 Conata St Duarte 91010 Email EReilly3@aol.com

Secretary Dolores Ortiz Telephone 626 357-0708
Address 3204 Conata St Duarte 91010 Email EReilly3@aol.com

Treasurer Lindy Ysassi Telephone 626 357-0708
Address 32041 Conata St Duarte 91010 Email EReilly3@aol.com

We, a Duarte fraternal organization as defined by Duarte Municipal Code Section 15.05.020, do hereby submit this application to the City Council of the City of Duarte for a license permit to sell safe and sane fireworks. We understand that this application for a license permit to sell safe and sane fireworks, pursuant to Chapter 15.05 of the Duarte Municipal Code, shall be filed with the City Clerk on or before **5:00 p.m. on Thursday, January 19, 2017**, with the following information *attached to this application*:

1. Non-refundable application fee of **$50.00**.

2. Contract or letter of intent from proposed fireworks distributor.

3. Lease/license/use agreement and/or authorization letter from property owner authorizing and describing in detail the fireworks sales booth location.

4. Description of stand construction and a site map that confirms compliance with Section 15.05.060(e) of the Duarte Municipal Code.

5. Copy of applicant's organizational formation documents, such as its articles of incorporation and bylaws, or other evidence of the group's formation and status to show compliance with Municipal Code Section 15.05.020.

6. Liability insurance in the amount of One Million Dollars ($1,000,000) from the selected fireworks provider for the designated sales period, insuring against death and personal injury to persons and against property damage, naming as additional insureds the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity.

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By submitting this application, we further agree to the following:

a) To comply with Chapter 15.05 of the Duarte Municipal Code including, but not limited to, the requirement that the net profit from the sales shall be utilized only for youth activities/programs in accordance with Duarte Municipal Code Section 15.05.040, which states: *At least 75% of the youth participating in and benefiting from such activities shall be residents of the City of Duarte.*

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c) Per City Council policy established 2/25/97, to comply with the requirement to have at least two representatives attend a meeting with the Public Safety Department prior to the approval of this application (date to be announced.)

d) Per City Council policy established 3/24/98, to submit a financial accounting of fireworks revenue, expenses and profits by September 30th of the current year detailing a description of proposed youth programs, associated budget, number of overall participants, and breakdown of the total numbers of participants by the categories set forth in subparagraphs (a), (b), and (c) of the Duarte Municipal Code Section 15.05.040, and a reconciled account statement showing revenue and expense and net profit, supported by receipts, including for fireworks purchased and booth-related expenses, etc.

e) To indemnify, defend, and hold harmless the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against any claims, costs, liabilities, expenses, judgments, fines, penalties, and the like, including but not limited to expert witness fees and attorney's fees arising out of the acts or omissions of applicant or any of its officers, officials, directors, managers, agents, representatives, or volunteers pertaining to this application or activities taken in furtherance thereof if a permit is issued including, but not limited to, as may be related to submission of this application, the granting of a permit if such permit is granted, applicant's sales booth and its location, construction and operation including, but not limited to, booth materials, booth staffing, and the display, sale, and storage of fireworks, the discharge of fireworks, applicant's agreement with the owner of booth site, applicant's contract with a fireworks distributor or provider, the use of funds raised from the sale of fireworks, or compliance or failure to comply with applicable law.

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h) That applicant acknowledges that (a) submission of an application does not guarantee that a license permit will be issued to applicant and (b) submission of an incomplete application by applicant will result in rejection of the application.

I hereby certify that the above information is true and correct, and that all required information and documents (#1-#10) are attached.

Authorized Signature

Name: Dolores Ortiz
(Please print)

Title: Secretary

Receipt No. 59653
Amount $ $50.00
Date 1/19/17

Revised – Effective January 2017

Documents provided to applicant with this Application:
1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)
2) County of Los Angeles Title 32 (Fire Code) Section 5601.3 (Fireworks)
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4) California Code of Regulations – Title 19 – Division 1, Chapter 6 (Fireworks)

RECEIVED

JAN 18 REC'D 2017

CITY OF DUARTE

City of Duarte

2017 CITY OF DUARTE
APPLICATION FOR LICENSE PERMIT TO SELL SAFE AND SANE FIREWORKS

Name of Organization LULAC, DUARTE #3033 Telephone 818-564-5052
Address P.O. BOX 244 DUARTE 91009 Email LULACDUARTE@gmail.com

President ARTURO RODRIGUEZ JR. Telephone 818-564-5052
Address 1342 MAYLAND ST. DUARTE 91010 Email artdesygn@yahoo.com

Secretary KATHY VALLEJOS Telephone 626-806-6564
Address 3418 SAGEHURST DUARTE 91010 Email KATHRYNVALLEJOS@gmail.com

Treasurer TOM REYES Telephone 626-221-5880
Address 2523 BLOOMDALE ST. DUARTE 91010 Email thmbrey@aol.com

We, a Duarte fraternal organization as defined by Duarte Municipal Code Section 15.05.020, do hereby submit this application to the City Council of the City of Duarte for a license permit to sell safe and sane fireworks. We understand that this application for a license permit to sell safe and sane fireworks, pursuant to Chapter 15.05 of the Duarte Municipal Code, shall be filed with the City Clerk on or before **5:00 p.m. on Thursday, January 19, 2017**, with the following information _attached to this application_:

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Authorized Signature

Name: ARTURO RODRIGUEZ JR.
(Please print)

Title: PRESIDENT

Receipt No. 59642
Amount $ 50.00
Date 1/18/17

Documents provided to applicant with this Application:
1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)
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Revised – Effective January 2017

City of Duarte

RECEIVED
JAN 18 REC'D 2017
CITY OF DUARTE

2017 CITY OF DUARTE
APPLICATION FOR LICENSE PERMIT TO SELL SAFE AND SANE FIREWORKS

Name of Organization Duarte High School-ASB Telephone 626 599-5700
Address 1565 E. Central ave. Duarte, CA. Email

President Mark Sims Telephone 626 599.5700
Address 1565 E Central ave. Email msims@duarteusd.org

Secretary Jennifer Garcia. Telephone 626 599 5700
Address 1565 E. Central ave. Email jgarcia@duarteusd.org

Treasurer Stella Starr Telephone 626 599-5723
Address 1565 E. Central ave. Email sstarr@duarteusd.org

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8. Operational plan detailing storage of fireworks, booth security, fire prevention and other safety measures, theft prevention measures, and clean-up and booth removal.

9. Profit utilization plan detailing the youth activities for which the applicant proposes to use the net profits from the sale of the safe and sane fireworks in compliance with Duarte Municipal Code Section 15.05.040. Note: If the applicant received a license permit in the prior year, such plan must also include a statement that all net receipts from the prior year have been expended in accordance with the requirements of Section 15.05.040 of the Duarte Municipal Code.

10. Certified statement (roster) of the number and residency of the members of the organization. Duarte Municipal Code Section 15.05.020 states: *"Duarte membership," as used in this section, means membership consisting of at least 75% of juvenile or adult persons who are either: (a) Duarte residents; or (b) Employed in Duarte; or (c) Owners or operators of a business or other establishment located in Duarte.*

By submitting this application, we further agree to the following:

a) To comply with Chapter 15.05 of the Duarte Municipal Code including, but not limited to, the requirement that the net profit from the sales shall be utilized only for youth activities/programs in accordance with Duarte Municipal Code Section 15.05.040, which states: *At least 75% of the youth participating in and benefiting from such activities shall be residents of the City of Duarte.*

b) Upon license permit approval, to comply with Resolution No. 16-28 adopted 10/11/16, requiring a $400.00 deposit per license, refundable if applicant helps with clean-up at a designated City park after the July 4th festivities by 8:00 a.m., July 5.

c) Per City Council policy established 2/25/97, to comply with the requirement to have at least two representatives attend a meeting with the Public Safety Department prior to the approval of this application (date to be announced.)

d) Per City Council policy established 3/24/98, to submit a financial accounting of fireworks revenue, expenses and profits by September 30th of the current year detailing a description of proposed youth programs, associated budget, number of overall participants, and breakdown of the total numbers of participants by the categories set forth in subparagraphs (a), (b), and (c) of the Duarte Municipal Code Section 15.05.040, and a reconciled account statement showing revenue and expense and net profit, supported by receipts, including for fireworks purchased and booth-related expenses, etc.

e) To indemnify, defend, and hold harmless the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against any claims, costs, liabilities, expenses, judgments, fines, penalties, and the like, including but not limited to expert witness fees and attorney's fees arising out of the acts or omissions of applicant or any of its officers, officials, directors, managers, agents, representatives, or volunteers pertaining to this application or activities taken in furtherance thereof if a permit is issued including, but not limited to, as may be related to submission of this application, the granting of a permit if such permit is granted, applicant's sales booth and its location, construction and operation including, but not limited to, booth materials, booth staffing, and the display, sale, and storage of fireworks, the discharge of fireworks, applicant's agreement with the owner of booth site, applicant's contract with a fireworks distributor or provider, the use of funds raised from the sale of fireworks, or compliance or failure to comply with applicable law.

f) To waive, release, and discharge any claims or causes of action against the City of Duarte and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, by the issuance or non-issuance of a license permit to applicant or to any other applicant.'

g) That applicant is familiar with the provisions and acknowledges receipt of the documents listed in the box below, as follows: (1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks); (2) County of Los Angeles Title 32 (Fire Code) Section 5601.3 (Fireworks); (3) State of California Health and Safety Code (Fireworks Law) Sections 12500-12534 and Section 12541.1; and (4) California Code of Regulations, Title 19, Division 1, Chapter 6 (Fireworks).

h) That applicant acknowledges that (a) submission of an application does not guarantee that a license permit will be issued to applicant and (b) submission of an incomplete application by applicant will result in rejection of the application.

I hereby certify that the above information is true and correct, and that all required information and documents (#1-#10) are attached.

Authorized Signature

Name: Stella Starr
(Please print)

Title: Student body activities asst.

Receipt No. 59646
Amount $ 50.00
Date 1/18/17

Documents provided to applicant with this Application:
1) Duarte Municipal Code Chapter 15.04 (Fire Prevention Code) and Chapter 15.05 (Fireworks)
2) County of Los Angeles Title 32 (Fire Code) Section 5601.3 (Fireworks)
3) State of California Health and Safety Code (Fireworks Law) Sections 12500-12534 and Section 12541.1
4) California Code of Regulations – Title 19 – Division 1, Chapter 6 (Fireworks)

Revised – Effective January 2017

MEMORANDUM

To: City Council

From: Teresa Renteria, Assistant Civil Engineer

CC: Craig Hensley, Community Development Director
Marla Akana, City Clerk

Date: February 7, 2017

Subject: City Council Acceptance - Removal of Architectural Barriers for ADA Improvements FY 2016-17.

RECOMMENDED ACTION

Staff recommends that the City Council accept the Removal of Architectural Barriers for ADA Improvements and authorize the City Clerk to initiate the Notice of Completion.

BACKGROUND

The Engineering Division conducted an assessment of curb ramps citywide within the public right of way to identify curb ramps that pose an architectural barrier to pedestrians along the path of travel. This project removed barriers to allow for a more accessible and safe path of travel for all pedestrians including the elderly and/or severely disabled. The project consisted of the removal of obstructions at various curb ramp locations, grading, and installation of new curb ramps to be compliant with the Americans with Disabilities Act.

CONCLUSION

FS Contractors, Inc. has completed the above project. The cost for this project is $39,744.25. The funding source for this project consists of Community Development Block Grant (CDBG) funds from the City of Duarte.

MEMORANDUM

City of Duarte

TO: Mayor and City Council

FROM: Craig Hensley, Community Development Director

DATE: February 14, 2017

SUBJECT: Authorize the City Manager to sign a lease for the tenant space at 1735 Huntington Drive

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Staff recommends that City Council authorize the City Manager to sign a lease for the 1,600 square foot tenant space at 1735 Huntington Drive. The lease would have a three year term with a monthly rent of $1,600.

For the past several years, the City has been providing space in a City owned building for the Chamber of Commerce office. With the sale, and future development of the former City Hall on Third Street, where the office is located, the City has agreed to provide a short term relocation for the Chamber. It should be noted that the property sale of the Third Street property will yield the City $1.9 million dollars, renovation of Third Street park and a new residential project.

In addition to the proposed lease, the City would also need to make upgrades to the tenant space to bring the space up to accessibility standards. The budgeted estimate for the upgrade is $60,000. Because of the update of the space, the landlord has agreed to the one dollar a square foot discounted price for the space.

CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): *February 8, 2017*

Alan and Joan Djanogly ("Landlord") and *City of Duarte a Californiaa municipal corporation* ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: *1735 Huntington Dr, Duarte CA 91010* ("Premises"), which comprise approximately ________ % of the total square footage of rentable space in the entire property. See exhibit ____________ for a further description of the Premises.

2. **TERM:** The term begins on (date) *March 1, 2017* ("Commencement Date"), **(Check A or B):**
   - [X] **A. Lease:** and shall terminate on (date) *February 28, 2020* at *12:00* [X] AM [ ] PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
   - [ ] **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
   - [X] **C. RENEWAL OR EXTENSION TERMS:** See attached addendum *1* .

3. **BASE RENT:**
   A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)
   - [X] **(1)** $ *1,600.00* per month, for the term of the agreement.
   - [ ] **(2)** $ ____________ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for ____________ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
   - [ ] **(3)** $ ____________ per month for the period commencing ____________ and ending ____________ and
     $ ____________ per month for the period commencing ____________ and ending ____________ and
     $ ____________ per month for the period commencing ____________ and ending ____________ .
   - [ ] **(4)** In accordance with the attached rent schedule.
   - [ ] **(5)** Other: ____________ .

   B. Base Rent is payable in advance on the **1st (or [ ] ________) day** of each calendar month, and is delinquent on the next day.
   C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**
   A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
   B. Payment: Rent shall be paid to (Name) *Ludecke Property Mgmt Inc* at (address) *20 E Foothill Blvd, Suite 105, Arcadia CA 91006* , or at any other location specified by Landlord in writing to Tenant.
   C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on ____________ .
   If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant [ ] is [ ] is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay Landlord $ *1,600.00* as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) [ ] If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
   C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (________) (________) Tenant's Initials (________) (________)

Premises: *1735 Huntington Dr, Duarte CA 91010* Date *February 8, 2017*

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From *03/01/2017* (Date) To *03/31/2017* (Date)	$ *1,600.00*	$	$ *1,600.00*	
B. Security Deposit	$ *1,600.00*	$	$ *1,600.00*	
C. Other: ____ Category	$	$	$	
D. Other: ____ Category	$	$	$	
E. Total:	$ *3,200.00*	$	$ *3,200.00*	

8. PARKING: Tenant is entitled to ______ unreserved and ______ reserved vehicle parking spaces. The right to parking [X] is [ ] is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional $ ______ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: ______. The right to additional storage space [ ] is [X] is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional $ ______ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $ *160.00* as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: ______.
Items listed as exceptions shall be dealt with in the following manner: ______

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant ______

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. ______

OR B. [X] **(If checked)** Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as ______.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant **OR** [ ] **(If checked, Landlord)** shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord **OR** [ ] **(If checked, Tenant)** shall maintain the roof, foundation, exterior walls, common areas and ______.

Landlord's Initials (______) (______) Tenant's Initials (______) (______)

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS**: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ ______________) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60 (or ☐ __________) calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** ____.

    All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, **(i)** only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and **(ii)** Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry **(i)** liability insurance in an amount of not less than $ *1,000,000.00* and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $ *1,000,000.00* , plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (________) (________) Tenant's Initials (________) (________)

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials ______ / ______ Tenant's Initials ______ / ______

Landlord's Initials (________) (________) Tenant's Initials (________) (________)

EQUAL HOUSING OPPORTUNITY

 1735 Huntington

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: *Ludecke Property Mgmt*
20 E Foothill Blvd Suite 105
Arcadia CA 91006

Tenant: ______

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; **(ii)** written acknowledgement of notice; or **(iii)** 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**
All tenant improvements are to be at the expense of the lessee.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☒ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: ______ (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Selling Agent: ______ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (______) (______) Tenant's Initials (______) (______)

 1735 Huntington

Premises: *1735 Huntington Dr, Duarte CA 91010* Date *February 8, 2017*

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant ______________________________ Date ____________

____
(Print name)
Address ____________________ City ____________________ State ______ Zip ________

Tenant ______________________________ Date ____________

____
(Print name)
Address ____________________ City ____________________ State ______ Zip ________

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) ______________________________
Guarantor ______________________________ Date ____________
Address ____________________ City ____________________ State ______ Zip ________
Telephone ____________ Fax ____________ E-mail ____________________

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord ______________________________ Date ____________
(owner or agent with authority to enter into this agreement)
Address ____________________ City ____________________ State ______ Zip ________

Landlord ______________________________ Date ____________
(owner or agent with authority to enter into this agreement)
Address ____________________ City ____________________ State ______ Zip ________

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) ______________________________ CalBRE Lic. # ____________
By (Agent) ____________________ CalBRE Lic. # ____________ Date ____________

Address ____________________ City ____________________ State ______ Zip ________
Telephone ____________ Fax ____________ E-mail ____________________

Real Estate Broker (Listing Firm) ______________________________ CalBRE Lic. # ____________
By (Agent) ____________________ CalBRE Lic. # ____________ Date ____________

Address ____________________ City ____________________ State ______ Zip ________
Telephone ____________ Fax ____________ E-mail ____________________

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _________

CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated ____________
in which ____ is referred to as "Landlord"
and ____ is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

A. Landlord states that the Premises ☐ have, or ☐ have not been inspected by a Certified Access Specialist (CASp).

B. If the Premises have been inspected by a CASp,

(1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.

(2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.

OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.

OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.

C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant ☐ Landlord ☐ Other ______________________.

Tenant (Signature) ______________________________ Date ____________

Tenant (Print name) ______________________________

Tenant (Signature) ______________________________ Date ____________

Tenant (Print name) ______________________________

Landlord (Signature) ______________________________ Date ____________

Landlord (Print name) ______________________________

Landlord (Signature) ______________________________ Date ____________

Landlord (Print name) ______________________________

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a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _________

EQUAL HOUSING OPPORTUNITY

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated February 8, 2017

By and Between (Lessor) Alan and Joan Djanogly

By and Between (Lessee) City of Duarte

Address of Premises: 1735 Huntington Dr
Duarte Ca 91010

Paragraph 2c

A. OPTION(S) TO EXTEND:
Lessor hereby grants to Lessee the option to extend the term of this Lease for 3 additional 12 month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 1 but not more than 3 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**
a. On (Fill in COLA Dates): ______

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☒ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)) ______________________________

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker (**"Consultant"** - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☒ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
March 1, 2020	$2,000.00
March 1, 2021	$2,060.00
March 1, 2022	$2,122.00

☐ **IV. Initial Term Adjustments.**

The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

CITY COUNCIL STAFF REPORT

Date: February 6, 2017

To: Mayor and City Council

From: Brian Villalobos; Director of Public Safety

Subject: **Council Adoption of Urgency Ordinance No. 872 (Council Bill 17-O-03) amending Chapter 11.14.030 to the Duarte Municipal Code Prohibiting On-Street Parking on Designated Streets During Yellow and Red Level Emergency Alerts**

SUMMARY

The June 20, 2016, Fish Fire within and around Duarte burned an extensive portion of the hillside and mountain area, eroding the natural vegetation. This has rendered the hillside residential areas within and adjacent to the area of the Fish Fire, known as the Fish Fire Impact Area, vulnerable to water, mud and/or debris slides and flows during rainy conditions. To ensure that public safety and public works vehicles can access those neighborhoods in a debris related emergency, staff is asking that an urgency ordinance be enacted to amend Section 11.14.030(b) of the Duarte Municipal Code prohibiting on-street parking on designated streets during yellow and red level emergency alerts. The amendment is necessary to prohibit parking on additional designated streets during the activation of a yellow and red level emergency notification alerts within the Fish Fire Impact Area.

PROJECT DESCRIPTION

The Fish Fire burned approximately 4,300 acres in the hillside and mountain areas directly above the City of Duarte. As a result, we have seen significant debris and mud flow caused by numerous storms. To which, the City has had to declare local emergencies on December 16, 2016; December 24, 2016; January 11 and 12, 2017; and January 19 through 23, 2017, due to significant mud flows which were beyond the control of local resources.

The proposed amendment seeks to add additional streets within the Fish Fire Impact Area. Each of those streets has had significant debris and mud flow onto those streets. The debris and mud flow onto those streets has created dangerous road conditions necessitating street closures and mandatory evacuations. Additionally, it is necessary to prohibit parking during yellow and red level alerts to eliminate the risk of vehicles becoming part of the debris flow and to aid in the immediate clean-up efforts necessary in order to get the roads clear of debris.

This ordinance is necessary to proceed as an urgency ordinance for the immediate preservation of public peace, health, and safety, based upon the immediate threat to persons and properties demonstrated by the circumstances that led to the declarations of local emergencies described above, and the continuing threat to the Fish Fire Impact Area's present soil, silt, vegetation, and other conditions pose for water, mud and/or debris slides and flows during rainy conditions, which arise quickly from storm or other precipitation events, and require the ability to provide immediate response to protect public health, safety, and property.

Under the ordinance, when the yellow or red alert is declared vehicles may be towed from designated streets at the owners' expense. Except in those emergency situations where immediate action is required the City will give 24 hour notice to the owner of the vehicle by posting a notice on the vehicle and by posting notice on the City Website, City Facebook page, City Twitter account, electronic message board, City email alerts, and Nixle alerts.

The affected streets to be amended in the ordinance are as follows (denoted in bold lettering):
Greenbank Avenue both sides from Brookridge Road to Royal Oaks Drive
Greenbank Avenue both sides beginning north of Brookridge Road to end of street
Conata Street ~~at Greenbank Avenue approximately 150' east and west of the intersection~~ **both sides beginning west of Greenbank Avenue**
Conata Street both sides from Greenbank Avenue to Larkhall Avenue
Deerlane Drive both sides from Greenbank Avenue to Mel Canyon Road
Bettyhill Avenue both sides beginning north of Deerlane Drive to end of street
Fieldview Avenue and Larkhall Avenue at Deerlane Drive approximately 150' south of intersections
Mel Canyon Road both sides from Brookridge Road to Fish Canyon Road
Opal Canyon Road at Mel Canyon Road and Brookridge Road approximately 150' easterly and southerly of intersections
Brookridge Road from Mel Canyon Road to approximately 320' east of Mountain Crest Road
Brookridge Road both sides beginning west of Greenbank Avenue to end of street
Mountain Crest Road at Shadylawn Drive and Tannen Crest Drive approximately 150' easterly of intersections
Mountain Crest Road both sides from Deerlane Drive to Brookridge Road
Fieldview Avenue both sides from Deerlane Drive to Conata Street
Larkhall Avenue both sides from Deerlane Drive to Conata Street
Opal Canyon Road both sides from Brookridge Road to Mel Canyon Road
Mel Canyon Road both sides from Fish Canyon Road to Royal Oaks Drive
Mel Canyon Road both sides from Royal Oaks Drive to Freeborn Street

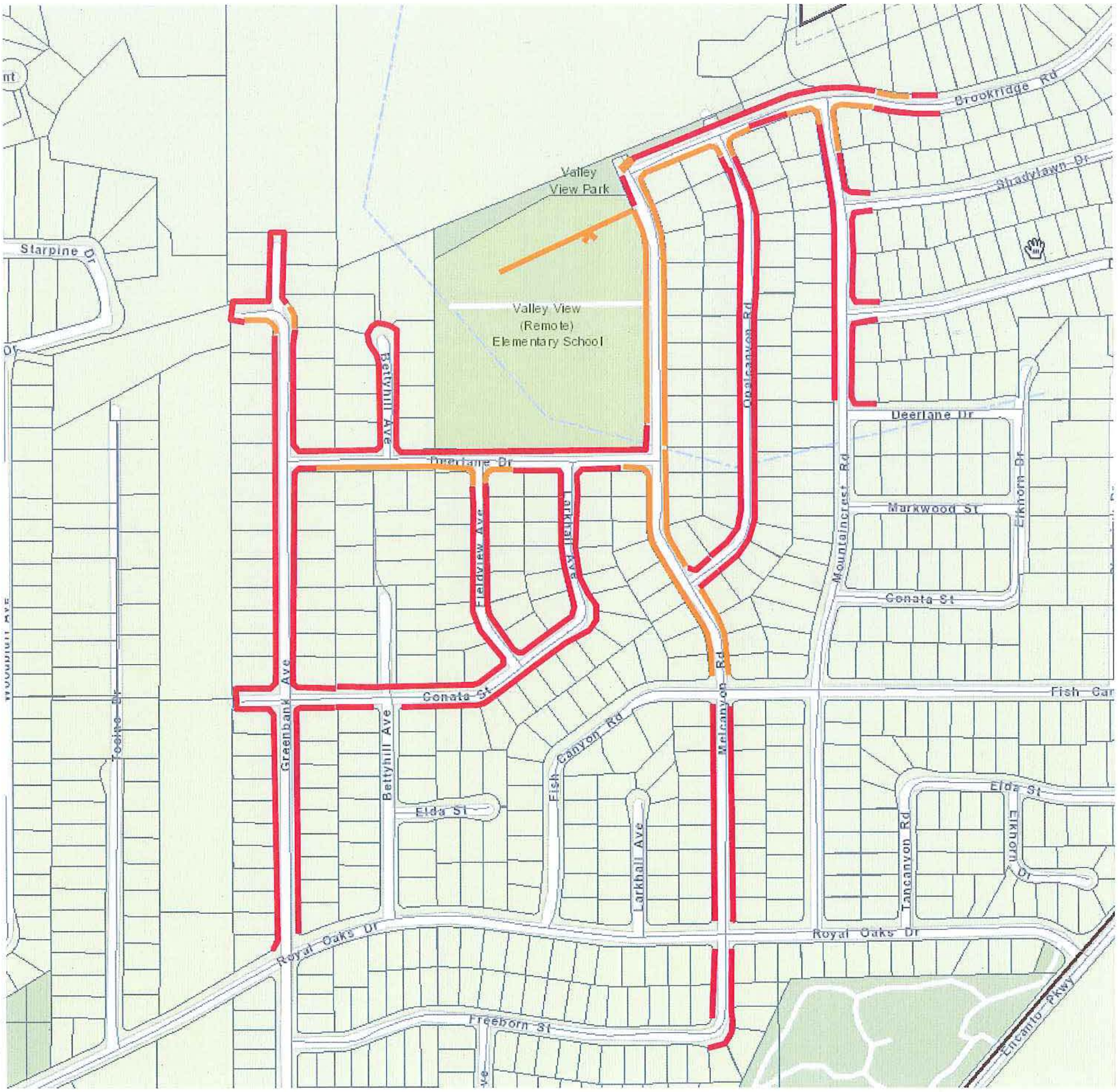
The City Attorney has reviewed the proposed urgency ordinance.

FINANCIAL IMPACT

In order to comply with Duarte Municipal Code 11.05.070, which requires the posting of signs for enforcement, the City will have to install approximately 30 signs on the affected streets. Therefore, staff is requesting a budget amendment of $5,000.00 for the purchase of signs out of account number 1405-8100.

RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 872 enacting an urgency ordinance amending Chapter 11.14.030(b) of the Duarte Municipal Code prohibiting on-street parking on designated streets during yellow and red level emergency alerts.



Brookridge Rd
Shadylawn Dr
Valley View Park
Valley View (Remote) Elementary School
Starpine Dr
Bettyhill Ave
Deerlane Dr
Opalcanyon Rd
Mountaincrest Rd
Markwood St
Elkhorn Dr
Fieldview Ave
Larkhall Ave
Gonata St
Greenbank Ave
Melcanyon Rd
Fish Canyon Rd
Elda St
Tancanyon Rd
Royal Oaks Dr
Freeborn St
Encanto Pkwy

URGENCY ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING SECTION 11.14.030 OF THE DUARTE MUNICIPAL CODE PROHIBITING ON-STREET PARKING ON DESIGNATED STREETS DURING YELLOW AND RED LEVEL EMERGENCY ALERTS

WHEREAS, the June 20, 2016, Fish Fire within and around Duarte burned an extensive hillside and mountain area, eroding the natural vegetation; and

WHEREAS, the Fish Fire has rendered the hillside residential areas within and adjacent to the area of the Fish Fire, known as the Fish Fire Impact Area, vulnerable to water, mud and/or debris slides and flows during rainy conditions; and

WHEREAS, the City of Duarte has had to declare a local emergency on December 16, 2016; December 24, 2016; January 11 and 12, 2017; and January 19 through 23, 2017, due to significant debris and mud flows which were beyond the control of local resources; and

WHEREAS, the months of February and March are typically the wettest average months in the State of California according to the National Oceanic and Atmospheric Administration; and

WHEREAS, to ensure that public safety and public works vehicles can access those neighborhoods affected by the Fish Fire in a water, debris or mud related emergency, the City Council enacted an ordinance to prohibit parking on designated streets during the activation of a yellow and red level emergency alerts implemented by the public safety department; and

WHEREAS, the purpose of this ordinance is to protect the health, safety, and welfare of the citizens of Duarte and property within Duarte through the regulation of on-street parking on designated City streets during days of precipitation which pose a risk of water, mud, and/or debris slides and flows; and

WHEREAS, it has now been determined that additional streets that were not included in the original ordinance are receiving or could receive significant debris and mud flow, and that they have been impacted by street closures and evacuations, and clean-up efforts have been significantly hindered by parked vehicles and those vehicles could become part of the debris flow;

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

SECTION 1: Section 11.14.30(b) of the Duarte Municipal Code is hereby amended to read as follows:

(b) During a yellow or red level emergency alert, it shall be unlawful to park any vehicle on any City streets or portions thereof in violation of this Chapter that are located within the Fish Fire Impact Area as follows:
Greenbank Avenue -- both sides from Brookridge Road to Royal Oaks Drive
Greenbank Avenue -- both sides beginning north of Brookridge Road to end of street
Conata Street ~~at Greenbank Avenue – approximately one hundred fifty feet east and west of intersection~~ **both sides beginning west of Greenbank Avenue**
Conata Street – both sides from Greenbank Avenue to Larkhall Avenue
Deerlane Drive -- both sides from Greenbank Avenue to Mel Canyon Road
Bettyhill Avenue -- both sides beginning north of Deerlane Drive to end of street
Fieldview Avenue and Larkhall Avenue at Deerlane Drive -- approximately 150' south of intersections
Mel Canyon Road -- both sides from Brookridge Road to Fish Canyon Road
Opal Canyon Road -- at Mel Canyon Road and Brookridge Road approximately 150' easterly and southerly of intersections
Brookridge Road -- from Mel Canyon Road to approximately 320' east of Mountain Crest Road
Brookridge Road -- both sides beginning west of Greenbank Avenue to end of street
Mountain Crest Road at Shadylawn Drive and Tannen Crest Drive -- approximately 150' easterly of intersections
Mountain Crest Road -- both sides from Deerlane Drive to Brookridge Road
Fieldview Avenue – both sides from Deerlane Drive to Conata Street
Larkhall Avenue – both sides from Deerlane Drive to Conata Street
Opal Canyon Road – both sides from Brookridge Road to Mel Canyon Road
Mel Canyon Road – both sides from Fish Canyon Road to Royal Oaks Drive
Mel Canyon Road – both sides from Royal Oaks Drive to Freeborn Street

SECTION 2. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal laws, and this Ordinance shall be construed in light of that intent.

SECTION 3: SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 4: POSTING OF ORDINANCE. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately. This ordinance is necessary to proceed as an urgency ordinance for the immediate preservation of public peace, health, and safety, based upon the immediate threat to persons and properties demonstrated by the circumstances that led to the declarations of local emergencies described above, and the continuing threat the Fish Fire Impact Area's present soil, silt, vegetation, and other conditions pose for water, mud and/or debris slides and flows during rainy conditions, which arise quickly from storm or other precipitation events, and require the ability to provide immediate response to protect public health, safety, and property.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2017.

Mayor Pro Tem John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Urgency Ordinance No. 872 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 14th day of February, 2017, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

CITY COUNCIL STAFF REPORT

Date: February 14, 2017

To: Mayor and City Council

From: Craig Hensley, Community Development Director

Subject: Disposition and Development Agreement Between City and MJW Investments for the Development of the Properties at 1415-1437 Huntington Drive

RECOMMENDATION

Staff recommends that City Council approve the Disposition and Development Agreement (DDA) between the City and MJW Investments that will provide for the sale of property with the intent of developing the property with an approximately 160 unit mixed use project. The development would meet the standards set forth in the recently adopted Town Center Specific Plan.

PROJECT DESCRIPTION

For the past several months, Staff has been working with MJW Investments to develop a detailed development plan for the property. The City and MJW Investments entered into an exclusive negotiating agreement on August 23, 2016 and design and negotiations have progressed to the point where the DDA is appropriate.

The development team is made up of MJW Investments, the developer, and Richman Group who will finance and own the project. Matt Waken of MJW Investments has worked closely with the City to put the proposed deal together. The Richman Group is the seventh largest apartment owner in the country, owning over 1,500 properties with over 115,000 units. The goal for this site is a market rate apartment project with units ranging from about 600 square feet to 1,030 square feet. The project would have studio, one and two bedroom units. The project would also include first floor commercial/office space, making this a true mixed use building. Parking for the project will be provided in a parking structure that will be wrapped by the buildings so it will not be visible from off-site. The project will be four stories total, which is the permitted height in the Town Center Specific Plan.

MJW Investments has also entered into an agreement with the property owner to the west, Alex Romo, to include the piece into the project creating a total of 2.95 acres of land area. One feature of the proposed concept project design is public parking to be constructed along the west property boundary with the shopping center that Big Lots is located in. These additional, approximately, 20, parking spaces will be valuable as overflow parking for this mixed use project and will provide additional flexibility as the City moves towards developing the Huntington Drive-Buena Vista corner property and as the shopping center parking lot is visually upgraded.

The specific issue for Council consideration at this meeting is the proposed DDA. The project envisioned a concept that had been developed to meet the intent of the Town Center Specific Plan.

ANALYSIS

The proposed DDA calls for the following main deal points:

Sale Price. The base sale price of the property will be $3,743,640. In addition to that amount the developer will be responsible for: a traffic signal (valued at $250,000); a public art piece (minimum value $142,000); and a payment of $2,164,360 to the local Community Benefit Fund for economic development. The total economic benefit to the City will be $6,300,000.

Public Benefit. Part of the deal, as addressed in the Sale Price discussion above involves installation of a traffic signal on Huntington Drive at the project entry, public art and payment to the Community Benefit Fund. Each of these benefits are part of the specific plan requirements. The Community Benefit Fund philosophy was set up in the specific plan with the intent of providing a path to public improvements and economic development within the Town Center and surrounding areas. Part of the implementation process of the specific plan will be to create a list of future benefits ideas. This is the first project making a donation to the fund and Staff suggests that that the funds be used, in part, for the economic development of the northeast corner of Huntington Drive and Buena Vista Street.

Public Parking. The ENA required the developer to approach the property owner to the west, Alex Romo, and determine interest in participating in the project. The developer is in escrow on the Romo property. This will create a better project and will also allow the project to include a few spaces of additional parking between the proposed project and the shopping center to the west that would be available for public use. This area will provide valuable overflow parking for both the new project and the shopping center. With the anticipated development of the Huntington Drive-Buena Vista corner property, these spaces will be helpful.

Commercial and Office Space. One of the goals of the Town Center Specific Plan is to promote mixed use projects for the visual and commercial enhancement of the area. The DDA proposes language that will assist the developer and city in ensuring that vacancy of this space is at a minimum. While there is no way to guarantee vacant space, the intent of this language is to plan for project success.

In addition to the obvious advantage of selling a city owned property for development, the proposed project will also bring other advantages to the community. It will be the first, non-seniors, apartment project constructed in the past 20 years. It will provide much needed market rate apartment units and will bring new residents to the central portion of the city. The project as designed is a model example of implementing the Town Center Specific Plan. The approximately $46 million project value will add strength to the city's property tax base.

Subsequent to action on the DDA, the project will require site plan and design review action by the ARB and Planning Commission. A lot combination and/or lot line adjustment will also be needed to adjust property lines after the developer acquires all of the property. The mixed use project as designed does not require discretionary approval meaning that the only approvals necessary are related to the project design and property line changes. The design review process is estimated to take about 60 days, followed by design drawings by the developer's design team, then plan check by the City and finally permits. It may be possible to see construction begin by Fall 2017 or early 2018.

Currently, the property is owned by the Duarte Housing Authority. An item is noticed and scheduled for the February 28 meeting that will sell the property from the Duarte Housing Authority to the City of Duarte with the proceeds going the Housing Authority. This DDA addresses the City and the developer and is reliant on that property transfer to occur. Because that sale is not finalized it is possible that few non-substantive changes will be made to the DDA to clarify language to address the property exchange between the Duarte Housing Authority and City.

Respectfully submitted,

Craig Hensley

Craig Hensley
Community Development Director

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

the CITY OF DUARTE
a public body, corporate and politic,

and

MJW INVESTMENTS, LLC

and

THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC

[Dated as of _________, 2017, for reference purposes only]

CITY OF DUARTE

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is dated as of _________, 2017, for reference purposes only, and is entered into by and between (i) MJW INVESTMENTS, LLC ("**MJW**") and THE RICHMAN GROUP OF CALIFORNIA DEVELOPMENT COMPANY, LLC, a California limited liability company ("**Richman**") (MJW and Richman are collectively referred to herein as "**Developer**"), and the CITY OF DUARTE, a public body, corporate and politic, exercising governmental functions and powers, (the "**City**"). The City and the Developer enter into this Agreement with reference to the following recited facts (each a "**Recital**"):

RECITALS

A. The City and the Developer have determined that it is desirable for the Developer to acquire that certain real property owned by the City generally located at 1415, 1423, and 1437, E. Huntington Dr., (APN 8530-004-904; 8530-004-901 and 8530-004-900) in the City and specifically defined in the definition of the "**Property**" in ARTICLE II, Section 2.1 of this Agreement; and

B. Developer acknowledges that the Property is currently owned by the Duarte Housing Authority and shall be conveyed by the Duarte Housing Authority to the City on or prior to the Escrow Closing Date, pursuant to the Underlying Purchase Agreement, as specifically defined in Section 2.1 hereof; and

C. The City expects the Developer to and the Developer has stated its intention to the City to develop the Property as a mixed use project with approximately 160 residential units and a retail component, all as more particularly described in the definition of "**Project**" in Article II, Section 2.1 of this Agreement; and

D. Development of the Project at the level of density and intensity contemplated by Developer will require the provision of certain "**Community Benefits**" as specified in the Duarte Town Center Specific Plan, adopted by the City of Duarte in September 2016 ("**Duarte TCSP**").

E. City and Developer mutually desire to specify the Community Benefits under the Duarte TCSP that will be provided by Developer to City to facilitate the density and intensity of development envisioned for the Project.

F. The City desires to sell the Property to the Developer for the development of the Project, the Developer desires to purchase the Property from the City for the same purpose on the terms and conditions set forth in this Agreement, and

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF THE PARTIES SET FORTH IN THIS AGREEMENT, THE CITY AND THE DEVELOPER AGREE, AS FOLLOWS:

ARTICLE I

RECITALS AND IDENTITIES OF PARTIES

Section 1.1 Incorporation of Recitals. The Recitals of fact set forth above are true and correct and are incorporated into this Agreement in their entirety by this reference.

Section 1.2 Parties to the Agreement. The Parties to this Agreement are the City and the Developer.

Section 1.3 Restrictions on Change in Management or Control of the Developer and Assignment or Transfer.

(a) The Developer acknowledges that the qualifications and identity of MJW are of particular importance to the City. The Developer further recognizes and acknowledges that the City has relied and is relying on the specific qualifications and identity of MJW in entering into this Agreement with the Developer and, as a consequence, Transfers are permitted only as expressly provided in this Agreement.

(b) The Developer shall promptly notify the City in writing of any and all changes whatsoever in the identity of the business entities or individuals either comprising or in control of Developer, as well as any and all changes in the interest or the degree of control of the Developer by any such person, of which information the Developer or any of its partners, members or officers are notified or may otherwise have knowledge or information. Except in the case of a Permitted Transfer, the City may exercise any remedy available to the City under the terms of this Agreement, prior to the Project Completion Date, but not after the Project Completion Date, if there is any Transfer, whether voluntary or involuntary, in membership, ownership, management or control of the Developer (other than such changes occasioned by the death or incapacity of any individual) that has not been approved in writing by the City, prior to the time of such Transfer; provided, however, that (i) the City shall first notify the Developer in writing of its intention to terminate this Agreement or to exercise any other remedy, and (ii) the Developer shall have twenty (20) calendar days following its receipt of such written notice to commence and, thereafter, diligently and continuously proceed to cure the default of the Developer and submit evidence of the initiation and satisfactory completion of such cure to the City, in a form and substance reasonably satisfactory to the City.

(c) Except as set forth in this Section 1.3 or in Section 6.1 of this Agreement, prior to the Project Completion Date, MJW shall not sell, assign, convey, create any trust estate with respect to or otherwise Transfer any of its interests in this Agreement, the Property, and/or the Project, without the prior written approval of the City Manager, which approval shall not be unreasonably conditioned, delayed, or denied; this restriction shall not apply on and after the

Project Completion Date. The Developer recognizes that the qualifications and identity of the MJW are of particular concern to the City and that a sale, assignment, conveyance with respect to or other Transfer of any of MJW's interests in this Agreement, the Property, and/or the Project is for all practical purposes a transfer or disposition of the responsibilities of the Developer with respect to this Agreement, the Property and/or the Project and, therefore, are only allowed in accordance with the provisions of this Section 1.3 and Section 6.1. Except as expressly permitted in this Agreement, the Developer represents and agrees that it has not made and will not create or suffer to be made or created, any Transfer, either voluntarily, involuntarily or by operation of law, without the prior written approval of the City, until after the Project Completion Date. Any Transfer made in contravention of this Section 1.3 shall be voidable at the election of the City and, if avoided, shall be deemed to be an Event of Default by the Developer, whether or not the Developer knew of or participated in such Transfer.

(d) The Developer is not required to give the City advance notice of, nor shall the City have the right to approve, a Permitted Transfer. Additionally, the City may, in its reasonable discretion, approve in writing any other Transfer (meaning, a Transfer that is not a Permitted Transfer) requested by the Developer, provided the proposed transferee can satisfactorily demonstrate successful experience in the development, ownership, operation, and management of a project of the same type as the Project and expressly assumes in writing all of the obligations of the Developer under this Agreement. All instruments and other legal documents proposed to effect any Transfer shall be submitted to the City for review, prior to the Transfer, and the written approval or disapproval of the City shall be provided to the Developer, within thirty (30) calendar days of the City's receipt of the Developer's request.

(e) The provisions of this Section 1.3 shall terminate and be of no further force and effect upon issuance of a Certificate of Completion for the Project.

ARTICLE II

DEFINITIONS

Section 2.1 Defined Terms. In addition to the usage of certain words, terms or phrases that are defined in the initial paragraph or Recitals of this Agreement, the following words, terms and phrases are used in this Agreement, as follows, unless the particular context of usage of a word, term or phrase requires another interpretation:

(a) "**Affiliate**" means and refers to any Person, directly or indirectly, Controlling or Controlled by or under common Control with the Developer, whether by direct or indirect ownership of equity interests, by contract or otherwise.

(b) "**City**" means and refers to the City of Duarte, California.

(c) "**City Deed**" means and refers to a grant deed in substantially the form of Exhibit "E" to this Agreement, conveying all of the City's interest in the Property to the Developer.

(d) "**City Manager**" means and refers to the City Manager of the City or his or her designee or successor in function.

(e) "**City Parties**" means and refers, collectively, to the City, its governing body, elected officials, employees, agents and attorneys.

(f) "**City Party**" means and refers, individually, to the City, its governing body, elected officials, employees, agents and attorneys.

(g) "**City's Title Notice Response**" means and refers to the written response of the City to the Developer's Title Notice, in which the City either elects to (i) cause the removal from the Preliminary Report or, in the alternative, (ii) obtain title insurance in a form reasonably satisfactory to the Developer insuring against any matters disapproved in the Developer's Title Notice or (iii) elects not to take either action described in (i) or (ii).

(h) "**CEQA**" means and refers to the California Environmental Quality Act, Public Resources Code Sections 21000, *et seq.*

(i) "**Certificate of Completion**" means and refers to the written certification of the City that the Project is complete and in compliance with the terms and conditions of this Agreement, in substantially the form of Exhibit "D" to this Agreement.

(j) "**Claims**" means any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, at law or in equity, or otherwise), charges, awards, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and reasonable attorney's fees of counsel retained by the City Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature), and judgments, including, but not limited to, Claims for: (1) injury to any person (including death at any time resulting from that injury); (2) loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction) regardless of where located, including the property of the City Parties; (3) any workers' compensation or prevailing wage determination; and (4) all economic losses and consequential or resulting damage of any kind.

(k) "**Close of Escrow**" means and refers to the recording of the City Deed in the Official Records of the Recorder of the County of Los Angeles, California, and completion of each of the actions set forth in ARTICLE IV by the Escrow Holder for the City to sell the Property to the Developer and the Developer to purchase the Property from the City.

(l) "**Control**" means and refers to possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of equity interests, by contract or otherwise.

(m) "**Controlling**" and "**Controlled**" mean and refer to exercising or having Control.

(n) "**Deed of Trust**" means and refers to a deed of trust or other security instrument required by a Lender to be recorded against the Property, to secure the Developer's performance under the associated Loan and related Loan Documents.

(o) "**Developer Official Action**" means and refers to official action of the Developer in substantially the form attached to this Agreement as Exhibit "F" executed by the authorized representative(s) of the Developer.

(p) "**Developer's Title Notice**" means and refers to a written notice from the Developer to the City indicating the Developer's acceptance of the state of the title to the Property, as described in the Preliminary Report or Supplemental Report, or the Developer's disapproval of specific matters shown in Schedule B of the Preliminary Report or Supplemental Report, as exceptions to coverage under the proposed Title Policy for the Property, describing in suitable detail the actions that the Developer reasonably believes are indicated to obtain the Developer's approval of the state of the title to the Property.

(q) "**Developer's Title Notice Waiver**" means and refers to a written notice from the Developer to the City waiving the Developer's previous disapproval in the Developer's Title Notice of specific matters shown in Schedule B of the Preliminary Report or in the Supplemental Report as exceptions to coverage under the proposed Title Policy for the Property.

(r) "**Due Diligence Investigations**" means and refers to the Developer's due diligence investigations of the Property to determine the suitability of the Property for development or operation of the Project, and such other matters as Developer may deem relevant.

(s) "**Due Diligence Investigation Conclusion Notice**" means and refers to a written notice of the Developer delivered to both the City and the Escrow Holder, prior to the end of the Due Diligence Period, indicating the Developer's acceptance of the condition of the Property or indicating the Developer's rejection of the condition of the Property and refusal to accept a conveyance of fee title to the Property, describing in reasonable detail the actions that the Developer reasonably believes are indicated to allow the Developer to accept the condition of the Property.

(t) "**Due Diligence Period**" means and refers to the time period of one hundred eighty (180) continuous days commencing on the day immediately following the Escrow Opening Date.

(u) "**Earnest Money Deposit**" means and refers to the amount of Fifty Thousand dollars ($50,000), in cash or other immediately available funds.

(v) "**Effective Date**" means and refers to the first date on which the City is in receipt of four (4) counterpart originals of this Agreement executed by the authorized representative(s) of the Developer and a certified copy of the Developer Official Action and this Agreement has been approved by the City governing body, executed by the authorized representative(s) of the City and delivered to the Developer.

(w) "**Entitlements**" means and refers to all of the discretionary entitlements, permits and approvals required for the development of the Project.

(x) "**Entitlement Approval Date**" means the date that all of the Entitlements have been approved by each required Governmental Agency and all appeal and protest periods have expired with no appeals or protests (including litigation) taken or filed ("**Entitlement Claims**"), or, if any are so taken or filed, then upon the resolution of the Entitlement Claims upon terms acceptable to Developer.

(y) "**Environmental Claims**" means and refers to any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever directly or indirectly relating to or arising from any Environmental Matters existing or occurring during or arising from the Developer's Due Diligence Investigations, the Developer's ownership or occupancy of the Property or the Developer's construction or installation of the Project.

(z) "**Environmental Laws**" means and refers to all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined in Section 2.1(ii)), or pertaining to occupational health or industrial hygiene (to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relating to any Hazardous Substance on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may, at any later time, be in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C. Section 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C. Section 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C. Section 1251 *et seq.*]; the Toxic Substances Control Act ("TSCA") [15 U.S.C. Section 2601 *et seq.*]; the Hazardous Materials Transportation Act ("HMTA") [49 U.S.C. Section 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. Section 6901 *et seq.*] the Clean Air Act [42 U.S.C. Section 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. Section 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. Section 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. Section 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. Section 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health and Safety Code Section 25280 *et seq.*]; the California Hazardous Substances Account Act [Health and Safety Code Section 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health and Safety Code Section 24249.5 *et seq.*] the Porter-Cologne Water Quality Act [Water Code Section 13000 *et seq.*] together with any amendments of, or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation, now in effect or later enacted, that pertains to occupational health or industrial hygiene, and only to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relating to any Hazardous Substance on, under, or about the

Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(aa) "**Environmental Matters**" means and refers to any of the following:

(1) The presence of Hazardous Substance on, in, under, from or affecting all or any portion of the Property;

(2) The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substance on, in, under, from or affecting the Property;

(3) The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Substances on, in, under, from or affecting the Property;

(4) The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like m connection with the Developer's activities on the Property;

(5) The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of any Hazardous Substance on, in, under, from or affecting the Property;

(6) The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Substance existing, stored or generated on, in, under or from the Property;

(7) Any investigation, inquiry, order, hearing, action or other proceeding by or before any Governmental Agency in connection with any Hazardous Substance on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property.

(bb) "**Escrow**" means and refers to an escrow, as defined in Civil Code Section 1057, that is conducted by the Escrow Holder with respect to the Property, pursuant to this Agreement.

(cc) "**Escrow Closing Date**" means and refers to the earlier of: (1) a date fourteen (14) calendar days after the date that Developer is issued the first building permit for the Project, or (2) one hundred eighty (180) calendar days after the Entitlement Approval Date; provided, however, if either such date is not a business day (meaning a day that documents can be placed of record in the County where the Project is situated), then the applicable date shall be extended to the second such business day thereafter.

(dd) "**Escrow Holder**" means and refers to First American Escrow.

(ee) "**Escrow Opening Date**" means and refers to the first date on which a fully executed copy of this Agreement and the Earnest Money Deposit are deposited with the Escrow Holder.

(ff) "**Event of Default**" shall have the meaning ascribed to the term in Section 9.2.

(gg) "**FIRPTA Affidavit**" means and refers to an affidavit complying with Section 1445 of the United States Internal Revenue Code.

(hh) "**Form 593**" means and refers to a California Franchise Tax Board Form 593-W.

(ii) "**Governmental Agency**" means and refers to any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise), including the City, pursuant to its general police power jurisdiction, whether now or later in existence with jurisdiction over the Property or the construction or installation of any portion of the Project on the Property.

(jj) "**Governmental Requirements**" means and refers to all codes, statutes, ordinances, laws, permits, orders, and any rules and regulations promulgated thereunder of any Governmental Agency.

(kk) "**Hazardous Substance**" means and refers to, without limitation, substances defined as a "Hazardous Substance," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, *et seq*.; the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, *et seq*.]; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq*.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor authority, as a Hazardous Substance [40 CFR Part 302]; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code or, as a "Hazardous Substance" in Section 25316 of the California Health and Safety Code; other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products, and substances designated as a hazardous substance pursuant to 33 U.S.C. Section 1321 or listed pursuant to 33 U.S.C. Section 1317.

(ll) [RESERVED].

(mm) [RESERVED].

(nn) "**Lender**" means and refers to any person or entity making a Loan to Developer.

(oo) "**Loan**" means and refers, individually, to any loan that the Developer shall obtain from a Lender the proceeds of which are to be used and applied solely to pay the reasonable costs of obtaining such loan and either: (1) the Purchase Price and the other costs of acquiring the Property through the Escrow or (2) for pre-development costs, construction costs, or installation of the Project.

(pp) "**Loan Documents**" means and refers to the various documents and instruments made by and between the Developer and a Lender that evidence a Loan and the security for repayment of such Loan.

(qq) "**Maintenance Deficiency**" shall have the meaning ascribed to the term in Section 6.2.

(rr) "**Notice of Agreement**" means and refers to the notice in substantially the form of Exhibit "F" to this Agreement to be recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of this Agreement to the Property.

(ss) "**Occupancy Date**" means and refers to the date on which the City issues a final Certificate of Occupancy for the entire Project.

(tt) "**Party**" means and refers, individually, to either the City or the Developer, as applicable.

(uu) "**Parties**" means and refers, collectively, to the City and the Developer.

(vv) "**PCO Report**" means and refers to a preliminary change of ownership report required under California Revenue and Taxation Code Section 480.3.

(ww) "**Permitted Encumbrance**" means and refers to any Deed of Trust.

(xx) "**Permitted Exceptions**" means and refers to (i) any and all items shown in Schedule B of the Preliminary Report as exceptions to coverage under the proposed Title Policy that the Developer does not disapprove, pursuant to Section 3.3 or that are otherwise accepted or consented to by the Developer; (ii) any exceptions from coverage under the proposed Title Policy resulting from the Developer's activities on the Property; (iii) any lien for non-delinquent property taxes and assessments; (iv) any applicable planning or zoning laws, ordinances or regulations; (v) this Agreement; (vi) the City Deed; and (vii) any other matter provided for in this Agreement.

(yy) "**Permitted Transfer**" means and refers to any of the following types of Transfers by the Developer, where the Person to which such Transfer is made, expressly assumes the obligations of the Developer under this Agreement in a written instrument satisfactory to the City:

(1) Any Transfer of stock or equity of the Developer that does not change management or operational control of the Property or the Project or is less than a 49% interest, as set forth in Section (1) of the definition of Transfer.

(2) Any Transfer of any interest in the Developer irrespective of the percentage of ownership (i) to any other owner of any interest in the Developer; or (ii) to any Affiliate, or (iii) to any other Person in which any holder of an interest (including any beneficial interest) in the Developer as a manager, officer or partner or in which any of the aforementioned is a shareholder, member or partner (including a beneficial Owner).

(3) The recordation of the Loan.

(4) Any foreclosure or deed in lieu of foreclose are under the Loan.

(5) Any Property Transfer to an entity in which Developer (or an Affiliate) has an ownership interest and which is formed with a third party to fund the development of the Project, and the exercise of any and all remedies under the applicable entity documents.

(6) The recordation of replacement/permanent financing to replace the Loan.

(7) The recordation filing of mezzanine financing for the development of the Project and the exercise of all remedies thereunder.

(8) The granting of easements and licenses in the ordinary course of the development and ownership of the Property and the Project.

(zz) "**Person**" means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

(aaa) "**Pre-Closing Liquidated Damages Amount**" means and refers to the amount of Fifty Thousand Dollars ($50,000).

(bbb) "**Preliminary Report**" means and refers to a preliminary report issued by the Title Company in contemplation of the issuance of the Title Policy, accompanied by copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed Title Policy.

(ccc) "**Project**" means and refers to those certain private, commercial improvements that the Developer proposes to construct on the Property, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, all as specifically described in the Scope of Development, and all to be developed in accordance with plans and specifications approved by the City and any conditions imposed by the City in its approval of the Developer's development application(s) related to the Project.

(ddd) "**Project Completion Date**" means and refers to a date thirty (30) calendar months after a date sixty (60) calendar days after the date that the first building permit is issued for the Project, subject to extension for Unavoidable Delays.

(eee) "**Property**" means and refers to that certain vacant real property specifically described in Exhibit "A" attached to this Agreement and incorporated into this Agreement by this reference.

(fff) "**Property Transfer**" means and refers to any "change in ownership," as defined in Revenue and Taxation Code Sections 60, *et seq.*, of all or any portion of the Property.

(ggg) "**Purchase Price**" shall mean and refer to the amount of Three Million Seven Hundred Forty Three Thousand Six Hundred Forty Dollars and no cents ($3,743,640).

(hhh) "**Record**," "**recorded**," "**recording**" or "**recordation**" each mean and refer to recordation of the referenced document in the official records of the Recorder of the County of Los Angeles, California.

(iii) [RESERVED]

(jjj) "**Schedule of Performance**" means and refers to the schedule for the performance of certain actions by the City or the Developer, pursuant to the terms and conditions of this Agreement, attached to this Agreement as Exhibit "C." It is acknowledged and agreed that the milestone dates set forth in the Schedule of Performance are approximates only, and are subject to adjustment based upon relevant facts and circumstances, including, without limitation, Unavoidable Delays.

(kkk) "**Scope of Development**" means and refers to the detailed description of the primary elements of the Project attached to this Agreement as Exhibit "B."

(lll) "**Supplemental Report**" means a supplement issued to the Preliminary Report by Title Company, accompanied by the additional documents referred to thereon.

(mmm)"**Title Company**" means and refers to First American Title Company, c/o Jeanne Gould, Sr. Escrow Officer, CEO

(nnn) "**Title Policy**" means and refers to a standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the full amount of the Purchase Price and insuring fee title to the Property vested in the Developer.

(ooo) "**Transfer**" means and refers to any of the following:

(1) Any total or partial sale, assignment, conveyance, trust, power, or transfer in any other mode or form, by the Developer of more than a 49% interest in the Developer's interest in this Agreement, the Property, or the Project or a series of such sales,

assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in the Developer's interest in this Agreement, the Property or the Project; or

(2) Any total or partial sale, assignment, conveyance, or transfer in any other mode or form, of or with respect to any interest in the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest in any interest in the Developer; or

(3) Any merger, consolidation, sale or lease of all or substantially all of the assets of the Developer or a series of such sales, assignments and the like that, in the aggregate, result in a disposition of more than a 49% interest of all or substantially all of the assets of the Developer; or

(4) Any Property Transfer; or

(5) The recordation of any deed of trust, mortgage, lien or similar encumbrance against all or any portion of the Property or the Project.

(ppp) "**Unavoidable Delay**" means and refers to a delay in either Party performing any obligation under this Agreement, except payment of money, arising from or on account of any cause whatsoever beyond the Party's reasonable control, despite such Party's commercially reasonable efforts, including industry-wide strikes, unreasonable delays in obtaining governmental, utility company approvals or actions (provided, however, the Party claiming such delay makes a showing of reasonable and timely submission of all necessary materials and information, and that the response to such submittals was unreasonable and/or untimely), labor troubles or other union activities (but only to the extent such actions affect similar persons at that time and do not result from an act or omission of the Party), casualty, war, acts of terrorism or riots. Unavoidable Delay shall not include delay caused by a Party's financial condition, illiquidity, or insolvency.

(qqq) "**Underlying Purchase Agreement**" means and refers to the Purchase Agreement between the City and the Durante Housing Authority for the purchase by the City of the Property.

(rrr) "**Un-Permitted Encumbrance**" means and refers to any mortgage, lien, deed of trust, easement or other encumbrance recorded or asserted against the Property that is not a Permitted Encumbrance.

ARTICLE III

PROPERTY DISPOSITION

Section 3.1 Purchase and Sale. The City shall sell the Property to the Developer and the Developer shall purchase the Property from the City pursuant to the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale from the City to the Developer and the purchase by the Developer from the City of the Property, pursuant to the terms and conditions of this Agreement, the City and the Developer agree to open the Escrow with the Escrow Holder. ARTICLE IV of this Agreement constitutes the joint escrow instructions of the Parties to the Escrow Holder for the conduct of the Escrow for the sale of the Property. The Developer and the City shall execute the Escrow Holder's standard or general escrow instructions, provided, however, that the provisions of this Agreement shall be controlling, in the event of any conflict between the provisions of this Agreement and any such standard or general escrow instructions requested by the Escrow Holder.

Section 3.2 Payment of Purchase Price. The Developer shall deposit the Purchase Price into the Escrow in immediately available funds, subject to credit to the Developer for the Earnest Money Deposit, as provided in this Agreement.

(a) Earnest Money Deposit. Concurrent with its opening of the Escrow, the Developer shall deposit the Earnest Money Deposit into the Escrow. Upon the Close of Escrow, the Earnest Money Deposit shall be credited to the Developer toward the Purchase Price. The Earnest Money Deposit shall be refundable to the Developer, except (i) upon the occurrence of an Event of Default prior to the Close of Escrow, in which case the Earnest Money Deposit shall be paid to the City pursuant to Section 9.3, and (ii) upon the Developer's acceptance of the Property in a Due Diligence Conclusion Notice pursuant to Section 3.4, at which time the Earnest Money Deposit shall be fully earned by the City and the Escrow Holder shall promptly pay the Earnest Money Deposit to the City.

(b) At Close of Escrow. At least one (1) business days preceding the Escrow Closing Date, the Developer shall deposit into the Escrow the amount of the Purchase Price, less the amount of the Earnest Money Deposit.

(c) Title Approval. As soon as practicable following the Escrow Opening Date, the City shall obtain the Preliminary Report from the Title Company and deliver a copy of the Preliminary Report to the Developer. In addition to the foregoing, Developer shall have a right, at its own cost, to conduct a survey of the Property. Within twenty (20) days following the Developer's receipt of the Preliminary Report, the Developer shall deliver the Developer's Title Notice to the City. If the Developer fails to deliver Developer's Title Notice to the City, within twenty (20) days following the Developer's receipt of the Preliminary Report, the Developer will be deemed to disapprove the status of title to the Property and refuse to accept title to the Property. Within twenty (20) days following the earlier of the City's receipt of Developer's Title Notice or expiration of the time period provided in this Section 3.3 for delivery of Developer's Title Notice, the City shall serve City's Title Notice Response. If the Developer's Title Notice does not disapprove any matter in the Preliminary Report, the City shall not be required to serve City's Title Notice Response. If the City does not serve City's Title Notice Response, if necessary, within twenty (20) days following its receipt of the Developer's Title Notice, the City shall be deemed to elect not to cause any matter disapproved in the Developer's Title Notice to be removed from the Preliminary Report or its effect to be insured against. If the City elects in City's Title Notice Response to cause the removal of any matter disapproved in the Developer's Title Notice from the Preliminary Report or its effect to be insured against, the City shall cause the removal of each such matter from the Preliminary Report or insurance against its effect to be issued, prior to the Escrow Closing Date. Notwithstanding anything herein to the contrary, the City shall be obligated to remove from record, on or before the Escrow Closing Date, any liens, claims, encumbrances, deeds of trust or mortgages encumbering the Property, except to the extent directly caused by Developer and, in that regard, City cannot elect not to cause the removal of the same. If the City elects or is deemed to have elected not to cause the removal of any matter disapproved in the Developer's Title Notice from the Preliminary Report or its effect to be insured against, then, within ten (10) days following the earlier of the Developer's receipt of City's Title Notice Response or the expiration of the time period provided in this Section 3.3 for delivery of City's Title Notice Response, the Developer shall either: (1) refuse to accept the title to and conveyance of the Property, or (2) waive its disapproval of any matters set forth in the Developer's Title Notice by delivering the Developer's Title Notice Waiver to the City. Failure by the Developer to deliver the Developer's Title Notice Waiver, where City's Title Notice Response or the City's failure to serve City's Title Notice Response indicates or results in the City's election not to cause the removal of any one or more matters disapproved in Developer's Title Notice from the Preliminary Report or its effect to be insured against, within ten (10) days following the Developer's receipt of City's Title Notice Response or expiration of the time period for the City to deliver City's Title Notice Response under this Agreement, will be deemed the Developer's continued refusal to accept the title to and conveyance of the Property, in which case either the City or the Developer shall have the right to cancel the Escrow and terminate this Agreement, in their respective sole and absolute discretion, without liability to the other Party or any other Person, by delivery of a written notice of termination to both the other Party and the Escrow Holder, in which case the Parties and the Escrow Holder shall proceed pursuant to Section 4.10.

(d) In the event that a Supplement is issued, the Parties shall follow and otherwise abide by the same process set forth in Section 3.2(c).

Section 3.3 Developer Due Diligence Investigations.

(a) The Developer shall complete all of its Due Diligence Investigations within the Due Diligence Period and shall conduct all of its Due Diligence Investigations at its sole cost and expense.

(b) The City licenses, permits and authorizes the Developer to enter the Property for the sole purpose of conducting the Developer's Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The Developer shall have the right, but the obligation, to engage in environmental testing, soils testing and surveying on the Property. Following the conduct of any Due Diligence Investigations on the Property, the Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

(c) Any Due Diligence Investigations of the Property by the Developer shall not unreasonably disrupt any then-existing use or occupancy of the Property or the operations of the City. The activities of the Developer or its agents directly or indirectly related to the Developer's Due Diligence Investigations shall be subject to the Developer's indemnity, defense and hold harmless obligations pursuant to Section 9.8. Prior to commencing any Due Diligence

Investigations on the Property, the Developer shall deliver all copies of policies or certificates of insurance required to be delivered pursuant to Section 6.6.

(d) The Developer shall deliver a Due Diligence Investigation Conclusion Notice to the City and the Escrow Holder prior to the end of the Due Diligence Period. If the Developer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Investigation Conclusion Notice indicating such acceptance, prior to the end of the Due Diligence Period, the Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by the Developer, then the City or the Developer shall have the right to cancel the Escrow and terminate this Agreement, in their respective sole and absolute discretion, without liability to the other Party or any other person, by delivery of a written notice of termination to the other Party and the Escrow Holder, in which case the Parties and the Escrow Holder shall proceed pursuant to Section 4.10.

(e) The Developer shall rely solely and exclusively upon the results of its Due Diligence Investigations of the Property, including, without limitation, investigations regarding geotechnical soil conditions, compliance with applicable laws pertaining to the use of the Property by the Developer and any other matters relevant to the condition or suitability of the Property for the Project, as the Developer may deem necessary or appropriate. The City makes no representation or warranty to the Developer relating to the condition of the Property or suitability of the Property for any intended use or development by the Developer.

(f) Within thirty (30) day after the commencement of the Due Diligence Period, City shall provide the Developer for Developer's review and approval (as part of the Due Diligence Investigations), a duly executed and fully authorized Underlying Purchase Agreement. Thereafter, the City shall not amend, modify, suspend or terminate the Underlying Purchase Agreement without the prior written approval of Developer. The failure of the City or the Duarte Housing Authority to perform under the Underlying Purchase Agreement shall constitute a default by City hereunder.

(g) The Developer shall accept all conditions of the Property, without any liability of the City whatsoever, upon the Developer's acceptance of the condition of the Property indicated in its Due Diligence Investigation Conclusion Notice. The Developer's delivery of its Due Diligence Investigation Conclusion Notice indicating the Developer's unconditional acceptance of the condition of the Property shall evidence the Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, WITHOUT WARRANTY AS TO QUALITY, CHARACTER, PERFORMANCE OR CONDITION and with full knowledge of the physical condition of the Property, the status of title to the Property (as set forth in the Preliminary Report and any Supplement), all zoning, other land use laws and other Governmental Requirements affecting the Property, and of the conditions, restrictions, encumbrances and all matters of record relating to the Property. The Developer's delivery of its Due Diligence Investigation Conclusion Notice indicating the Developer's unconditional acceptance of the condition of the Property shall constitute the Developer's representation and warranty to the City that the Developer has received assurances acceptable to the Developer by means independent of the City or any agent of the City of the truth of all facts material to the Developer's acquisition of the Property pursuant to this Agreement, and that the Property is being acquired by the Developer as a result of its own knowledge, inspection and investigation of the Property and not as a result of any representations made by the City or any employee, official, consultant or agent of the City relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. The City hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

Section 3.4 Developer to Obtain all Project Approvals.

(a) Following the Escrow Opening Date, the City shall reasonably consent, as necessary, to the Developer processing necessary entitlements, permits or applications with each Governmental Agency for development of the Project on the Property, including the City Manager signing any such applications on behalf of the City, as the owner of the Property.

(b) The Developer shall, within the time period(s) for such actions set forth in the Schedule of Performance (subject to Unavoidable Delays), prepare and submit a complete application and any other required application, document, fee, charge or other item (including, without limitation, deposit, fund or surety) required for construction or installation of the Project, pursuant to all Governmental Requirements, to each necessary Governmental Agency for review and approval. The City's zoning, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval or elsewhere), shall be applicable to the construction and installation of the Project on the Property by the Developer, pursuant to this Agreement. The Developer acknowledges that all plans and specifications and any changes to plans and specifications for the Project shall be subject to all Governmental Requirements. No action by the City or the City with reference to this Agreement or any related documents shall be deemed to constitute a waiver of any required City or City permit, approval or authorization regarding the Property, the Project, the Developer, any successor-in-interest of the Developer or any successor-in-interest to the Property.

(c) The approval of this Agreement by the City shall not be binding on the City Council or the Planning Commission of the City regarding any approvals of the Project required by such bodies. The Developer obtains no right or entitlement to construct or install the Project on the Property or any portion of the Property by virtue of this Agreement. If any revisions of the Project are required by a Governmental Agency, the Developer shall promptly make any such revisions that are generally consistent with the Scope of Development.

(d) Notwithstanding any provision to the contrary in this Agreement, the Developer agrees to abide by and comply fully with any and all reasonable conditions of approval applicable to all approvals, permits and other governmental actions regarding the construction or installation of the Project on the Property, generally consistent with this Agreement; provided, however, that Developer reserves its rights to challenge any illegally imposed condition of approval applicable to an approval, permit, or other governmental action regarding the construction or installation of the Project on the Property.

(e) The Developer and the City agree that the City shall not provide any financial assistance to the Developer in connection with the construction or installation of the Project. The Developer shall be solely responsible for paying for the costs of all design work, construction, labor, materials, fees, permit, application, surety bond and other expenses associated with the Project. The Developer shall pay any and all fees pertaining to the review and approval of the Project by each Governmental Agency and utility service providers, including the costs of preparation of all required construction, planning and other documents reasonably required by each Governmental Agency or utility service provider pertinent to the construction or installation of the Project on the Property, including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. The Developer shall obtain any and all necessary governmental approvals, prior to the commencement of applicable portions of construction and installation of the Project, and the Developer shall take reasonable precautions to ensure the safety and stability of surrounding properties during the construction and installation of the Project.

(f) The Developer shall obtain all entitlements, permits and other approvals for construction and installation of the Project on the Property from each Governmental Agency, within the time periods for such actions set forth in the Schedule of Performance, subject to any extensions of time authorized by this Agreement upon the occurrence of an Unavoidable Delay.

ARTICLE IV

JOINT ESCROW INSTRUCTIONS

Section 4.1 Opening of Escrow. The Developer shall cause the Escrow to be opened within five (5) days following the Effective Date. Escrow Holder shall promptly confirm in writing to each of the Parties the date of the Escrow Opening Date. This ARTICLE IV shall constitute the joint escrow instructions of the City and the Developer to Escrow Holder for conduct of the Escrow.

Section 4.2 Conditions to Close of Escrow. The conditions set forth below in this Section 4.2 shall be satisfied or waived by the respective benefited Party on or before the Escrow Closing Date or the Party benefited by any unsatisfied condition shall not be required to proceed to close the Escrow.

(a) Developer's Conditions. The Developer's obligation to purchase the Property from the City on the Escrow Closing Date shall be subject to the satisfaction or waiver of each of the following conditions precedent, each of which can only be waived in writing by the Developer:

(1) The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 3.3;

(2) The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and the Escrow Holder indicating the Developer's unconditional acceptance of the condition of the Property, prior to the expiration of the Due Diligence Period;

(3) The occurrence of the Entitlement Approval Date.

(4) The Title Company is unconditionally committed to issue the Title Policy to the Developer, at the Close of Escrow;

(5) The City deposits all of the items into the Escrow required by Section 4.4; and

(6) The Developer reasonably approves the Escrow Holder's final estimated closing/settlement statement.

(7) The Developer has obtained the first building permit for the development of the Project.

(8) The closing under the Underlying Purchase Agreement, so that the City owns the Property.

(b) City's Conditions. The City's obligation to sell the Property to the Developer on or before the Escrow Closing Date shall be subject to the satisfaction or waiver of each of the following conditions precedent, which can only be waived in writing by the City:

(1) The Developer deposited the Earnest Money Deposit into Escrow, pursuant to Section 3.2(a).

(2) The Developer agrees to accept the title to and conveyance of the Property, pursuant to Section 3.3.

(3) The Developer delivers its Due Diligence Investigation Conclusion Notice to both the City and the Escrow Holder indicating the Developer's unconditional acceptance of the physical condition of the Property, prior to the expiration of the Due Diligence Period.

(4) The occurrence of the Entitlement Approval Date.

(5) On or before the Escrow Closing Date, the execution of the documentation for the Loan.

(6) The Developer delivers to the City, at least fourteen (14) days prior to the Escrow Closing Date, in form and substance acceptable to the City, a legally binding written contract between the Developer and a general contractor, licensed in California,

experienced in the construction and installation of projects similar to the Project for the construction and installation of the Project on the Property.

(7) The Developer deposits all of the items into Escrow required by Section 4.3;

(8) The City reasonably approves the Escrow Holder's final estimated closing/settlement statement;

(9) The Developer performs all of its material obligations required to be performed by the Developer under this Agreement prior to Close of Escrow;

(10) The representations, warranties and covenants of the Developer set forth in ARTICLE VIII are true and correct in all material respects on the Effective Date and on the Escrow Closing Date; and

Section 4.3 Developer's Escrow Deposits. Following satisfaction or waiver of each of the Developer's conditions to the Close of Escrow set forth in Section 4.2(a) and, at least, one (1) business day prior to the Escrow Closing Date scheduled by the Escrow Holder in a writing delivered to each of the Parties, the Developer shall deposit the following funds and documents into the Escrow and, concurrently, provide a copy of each such document to the City:

(a) Purchase Price. The Purchase Price, less the Earnest Money Deposit, plus any additional funds required to be deposited into the Escrow by the Developer under the terms of this Agreement to close the Escrow, all in immediately available funds; and

(b) PCO Report. A PCO Report executed by the authorized representative(s) of the Developer;

(c) Acceptance of City Deed. The Certificate of Acceptance of City Deed, in substantially the form attached to the City Deed, executed by the authorized representative(s) of the Developer in recordable form;

(d) Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the Developer in recordable form;

(e) Construction Loan Deed of Trust. A Deed of Trust securing a Loan to the Developer to finance construction and installation of the Project, executed by the authorized representative(s) of the Developer in recordable form.

Section 4.4 City's Escrow Deposits. Following satisfaction or waiver of each of the City's conditions to Close of Escrow set forth in Section 4.2(b) and, at least, two (2) business days prior to the Escrow Closing Date scheduled by the Escrow Holder in a writing delivered to each of the Parties, the City shall deposit the following funds and documents into the Escrow and, concurrently, provide a copy of each such document to the Developer:

(a) City Deed. The City Deed executed by the authorized representative(s) of the City in recordable form;

(b) FIRPTA Affidavit. The FIRPTA Affidavit completed and executed by the authorized representative(s) of the City;

(c) (Notice of Agreement. The Notice of Agreement executed by the authorized representative(s) of the City in recordable form; and

(d) (Form 593. A Form 593 executed by the authorized representative(s) of the City.

Section 4.5 <u>Closing Procedure</u>. When each of the Developer's Escrow deposits, as set forth in Section 4.3, and each of the City's Escrow deposits, as set forth in Section 4.4, are deposited into the Escrow, the Escrow Holder shall request confirmation in writing from both the City and the Developer that each of their respective conditions to the Close of Escrow, as set forth in Section 4.2, are satisfied or waived. Upon the Escrow Holder's receipt of written confirmation from both the City and the Developer that each of their respective conditions to the Close of Escrow are either satisfied or waived, the Escrow Holder shall close the Escrow by doing all of the following:

(a) <u>Insertion of Dates</u>. The Escrow Holder shall insert the Escrow Closing Date into the Notice of Agreement, as the date of such document, prior to the recordation of such document.

(b) <u>Recordation of Documents</u>. File the City Deed, with the Developer's certificate of acceptance attached, the Notice of Agreement and each Deed of Trust with the Office of the Recorder of the County of Los Angeles, California, for recordation in the order set forth in Section 4.7;

(c) <u>Distribution of Recorded Documents</u>. Distribute conformed copies of each recorded document to the Party or person designated for such distribution in Section 4.7;

(d) <u>PCO Report</u>. File the PCO Report with the Office of the Recorder of the County of Los Angeles, California;

(e) <u>FIRPTA Affidavit</u>. File the FIRPTA Affidavit with the United States Internal Revenue Service;

(f) <u>Form 593</u>. File the Form 593 with the State of California Franchise Tax Board;

(g) <u>Title Policy</u>. Obtain and deliver to the Developer the Title Policy;

(h) <u>Purchase Price</u>. Deliver the Purchase Price to the City, less the City's share of the Escrow closing costs, and less any other charges to the account of the City, and return all remaining funds held by the Escrow Holder for the account of the Developer to the

Developer, less the Developer's share of the Escrow closing costs, and less any other charges to the account of the Developer.

(i) Report to IRS. Following the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service, if such report is required pursuant to Section 6045(e) of the Internal Revenue Code, the Escrow Holder shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Section 6045(e). Upon the filing of such reporting form with the Internal Revenue Service, the Escrow Holder shall deliver a copy of the filed form to the City and the Developer.

Section 4.6 Close of Escrow. Close of Escrow shall occur on or before the Escrow Closing Date. If for any reason the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in default of this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other person for such cancellation and termination, by delivering written notice of termination to both the other Party and the Escrow Holder and, thereafter, the Parties shall proceed pursuant to Section 4.10. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to the preceding sentence, if the Escrow does not close on or before the Escrow Closing Date, and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement before such time, then the Escrow shall close as soon as reasonably possible following the first date on which the Escrow Holder is in a position to close the Escrow, pursuant to the terms and conditions of this Agreement.

Section 4.7 Recordation and Distribution of Documents. Escrow Holder shall cause the following documents to be recorded in the official records of the Recorder of the County of Los Angeles, California, in the following order at the Close of Escrow: (i) the City Deed, with the Developer's certificate of acceptance attached, (ii) the Notice of Agreement, (iii) each Deed of Trust, and (iv) any other documents to be recorded through the Escrow upon the joint instructions of the Parties. The Escrow Holder shall deliver conformed copies of all documents recorded through the Escrow to the City and the Developer and any other person designated in the joint escrow instructions of the Parties to receive a conformed copy of each such document, each showing all recording information.

Section 4.8 Escrow Closing Costs, Taxes and Title Policy Premium. Developer shall pay all of the Escrow fees and such other costs as the Escrow Holder may charge for the conduct of the Escrow. The Escrow Holder shall notify the Developer (with a copy to the City) of the costs to be borne by Developer at the Close of Escrow by delivering the Escrow Holder's estimated closing/settlement statement to both the City and the Developer, at least, four (4) business days prior to the Escrow Closing Date. Developer shall pay the premium charged by the Title Company for the Title Policy, inclusive of any endorsements or other supplements to the coverage of the Title Policy that may be requested by the Developer. Developer shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a governmental authority relative to the conveyance of the Property through the Escrow and the cost of any endorsements or supplements to the coverage of the Title Policy requests by the Developer.

Section 4.9 Escrow Cancellation Charges. If the Escrow fails to close due to the City's material default under this Agreement, the City shall pay all ordinary and reasonable cancellation charges relating to the Escrow and the Title Policy. If the Escrow fails to close due to the Developer's material default under this Agreement, the Developer shall pay all ordinary and reasonable cancellation charges relating to the Escrow and Title Policy. If the Escrow fails to close for any reason other than the material default of either the Developer or the City, the Developer and the City shall each pay one-half (1/2) of any ordinary and reasonable cancellation charges relating to the Escrow and the Title Policy.

Section 4.10 Escrow Cancellation. If the Escrow is cancelled and this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to cancel the Escrow and terminate this Agreement, other than due to the default of another Party, the Parties shall do each of the following:

(a) Cancellation Instructions. The Parties shall, within three (3) business days following receipt of the Escrow Holder's written request, execute any reasonable Escrow cancellation instructions requested by the Escrow Holder;

(b) Return of Funds and Documents. Within ten (10) days following receipt by the Parties of a settlement statement from the Escrow Holder of cancellation charges regarding the Escrow and the Title Policy, if any: (i) the Developer or the Escrow Holder shall return to the City any documents previously delivered by the City to the Developer or the Escrow Holder regarding the Escrow, (ii) the City or the Escrow Holder shall return to the Developer all documents previously delivered by the Developer to the City or the Escrow Holder regarding the Escrow; and (iii) the Escrow Holder shall return to the Developer any funds deposited into the Escrow, except as otherwise provided in either Section 3.2(a) or Section 9.3, less the Developer's share of customary and reasonable Escrow and title order cancellation charges regarding the Escrow and the Title Policy, if any.

Section 4.11 Entitlement Claims. If any Entitlement Claims are taken or filed, then Developer shall have the right to elect to either defend the same or not defend the same, at Developer's cost. If Developer elects to so defend the same, then Developer shall appoint counsel and direct strategy. If Developer elects not to so defend, then either City or Developer shall have the right to terminate this Agreement.

ARTICLE V

PROJECT DEVELOPMENT

Section 5.1 Developer Covenant to Undertake Project. The Developer covenants to and for the exclusive benefit of the City that the Developer shall commence and complete the development of the Project on the Property, within the time period for such action set forth in the Schedule of Performance. The Developer covenants and agrees for itself, its successors and assigns that the Property shall be improved and developed with the Project, in conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of

Performance, any and all plans, specifications and similar development documents required by this Agreement, except for such changes as may be mutually agreed upon in writing by and between the Developer and the City, and in conformity with all applicable laws, regulations, orders and conditions of each Governmental Agency. The covenants of this Section 5.1 shall run with the land of the Property, until the earlier of the Occupancy Date or the twentieth (20th) anniversary of the date of the Close of Escrow.

Section 5.2 Developer Changes to Project Plans and Specifications During Course of Construction. The Developer shall have the right, during the course of construction of the Project, to make Minor Field Changes (as defined in the following sentence), without seeking the approval of the City, if such changes do not affect the type of use to be conducted within all or any portion of a structure. "**Minor field changes**" shall be defined as those changes from the approved construction drawings, plans and specifications that: (1) have no substantial effect on the Project and are made in order to expedite, clarify or facilitate the work of construction in response to field conditions; (2) are changes to the Project's interior spaces that substantially conform the drawings, plans, and specifications and/or are required pursuant to an applicable law by a lender or equity partner; (3) are changes that represent the selection of a particular design option or feature; (4) are changes that are required under applicable laws; and(or) (5) are changes dictated by the identification of any unforeseen conditions. Nothing contained in this Section 5.2 shall be deemed to constitute a waiver of or change in any Governmental Requirements governing any such Minor Field Changes or in any approvals by any Governmental Agency otherwise required for any such Minor Field Changes.

Section 5.3 Construction Start and Completion of Project.

(a) The Developer shall commence construction of the Project in accordance with the Schedule of Performance and, subject to Unavoidable Delays, thereafter, shall diligently proceed to complete the construction of the Project, in a good and workmanlike manner, in accordance with the approved plans, specifications and conditions for the Project approved by each Governmental Agency and in accordance with the Schedule of Performance. On or before the Project Completion Date, the Developer shall:

(1) Record a Notice of Completion, in accordance with California Civil Code Section 3093, for the entirety of the Project;

(2) Cause the Project to be inspected by each Governmental Agency and correct any defects and deficiencies that may be disclosed by any such inspection;

(3) Cause all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed Project to be duly issued.

(b) The City acting by and through its City Manager may extend the Project Completion Date (in additional to any Unavoidable Delays) for up to an additional ninety (180) days, in the aggregate.

(c) After commencement of the work of improvement of the Project, the Developer shall not permit the work of improvement of the Project to cease or be suspended for a time period in excess of thirty (30)calendar days, either consecutively or in the aggregate, for any reason. Notwithstanding the foregoing, such thirty (30) calendar day period may be extended by the City Manager for up to an additional thirty (30) calendar days, in the aggregate.

Section 5.4 Compliance with Laws. All work performed in connection with the construction or installation of the Project shall comply with all Governmental Requirements.

Section 5.5 Schedule of Performance. All planning construction, installation and other development obligations and responsibilities of the Developer related to the Project shall be initiated and completed within the times specified in the Schedule of Performance, or within such reasonable extensions of such times granted by the City in writing or as otherwise provided for in this Agreement, which extensions shall not be unreasonably be withheld.

Section 5.6 Developer Attendance at City Meetings. The Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the development of the Project, such that such person(s) can meaningfully respond to City or City staff questions regarding the progress of the Project, attend meetings with City staff or meetings of the City governing body, when requested to do so by City staff.

Section 5.7 City Right to Inspect Project and Property. Officers, employees, agents and representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Any and all officers, employees, agents or representatives of the City who enter the Property shall identify themselves at the construction management office or, if none, to the apparent on-site construction supervisor on the Property, upon their entrance on to the Property, and shall at all times be accompanied by a representative of the Developer, while on the Property. The Developer shall make a representative of the Developer available for this purpose at all times during normal construction hours, upon reasonable advance notice from the City. The City shall indemnify, defend, and hold the Developer harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 5.7, other than injury, property damage or liability arising from the negligence or willful misconduct of the Developer or its officers, agents or employees or the Developer's contractor. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the Project and verify compliance by the Developer with the provisions of this Agreement. The Developer acknowledges and agrees that any such City inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the City's inspections may be superficial and general in nature, and are for the purposes of informing the City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and that the Developer shall not be entitled to rely on any such inspection(s) as constituting the City's approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. The Developer agrees to make its own regular inspections of the work of construction and installation of the Project to determine that the quality of the Project and all other requirements of the work of construction and installation of the Project are being performed in a manner satisfactory to the Developer.

Section 5.8 Prevailing Wages.

(a) THE DEVELOPER ACKNOWLEDGES THAT THE CITY HAS MADE NO REPRESENTATION, EXPRESS OR IMPLIED, TO THE DEVELOPER OR ANY PERSON ASSOCIATED WITH THE DEVELOPER REGARDING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION, INSTALLATION OR OPERATION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE OF CALIFORNIA, PURSUANT TO LABOR CODE SECTIONS 1720, *ET SEQ.* THE DEVELOPER AGREES WITH THE CITY THAT THE DEVELOPER SHALL ASSUME THE RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION, INSTALLATION OR OPERATION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE OF CALIFORNIA, PURSUANT TO LABOR CODE SECTIONS 1720, *ET SEQ.*

(b) THE DEVELOPER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES THE CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO LABOR CODE SECTION 1781. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 5.8, WHICH READS AS FOLLOWS:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 5.8:

____
Developer's Initials

(c) ADDITIONALLY, THE DEVELOPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, PURSUANT TO SECTION 9.8, AGAINST ANY CLAIMS PURSUANT TO LABOR CODE SECTION 1781 ARISING FROM THIS AGREEMENT OR THE CONSTRUCTION, INSTALLATION OR OPERATION OF ALL OR ANY PORTION OF THE PROJECT.

Section 5.9 Certificate of Completion.

(a) Following the completion of the Project, excluding any normal and minor building "punch-list" items to be completed by the Developer, and upon written request from the Developer for issuance of a Certificate of Completion, the City shall inspect the Project to determine whether or not the Project has been completed in substantial conformance with this Agreement. If the City determines that the Project is complete and in substantial conformance with this Agreement, the City shall furnish the Developer with a Certificate of Completion for the Project. If the City determines that the Project is not in substantial conformance with this Agreement, the City shall send written notice of each non-conformity to the Developer, pursuant to Section 5.9(c).

(b) The City shall not unreasonably withhold the issuance of a Certificate of Completion. A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project pursuant to the terms of this Agreement. After the recordation of a Certificate of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property improved with the Project shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests affecting the Property pursuant to this Agreement.

(c) If the City fails or refuses to issue a Certificate of Completion for the Project, following a written request from the Developer, the City shall, within fifteen (15) calendar days following the City's receipt of the Developer's written request or within three (3) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide the Developer with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) the Developer must take to obtain a Certificate of Completion from the City. If the reason for the Developer's failure to complete the Project is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to the Developer or other minor building "punch-list" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by the Developer in a form reasonably acceptable to the City in an amount representing the fair value of the work on the Project remaining to be completed, as reasonably determined by the City. If the City fails to provide such written statement, within the specified time period, the Developer shall be deemed, conclusively and without further action of the City, to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

(d) A Certificate of Completion shall not be deemed to constitute a Notice of Completion under Section 3093 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the City Deed or any other instruments recorded against the Property or set forth in this Agreement or otherwise. A Certificate of Completion is not evidence of the compliance of the Project with any Governmental Requirements. A Certificate of Completion shall not evidence the satisfaction of any obligation of the Developer to the City under this Agreement or otherwise, except the Developer's obligation to construct and install the Project.

ARTICLE VI

SPECIAL CITY COVENANTS OF THE DEVELOPER

Section 6.1 Covenant to Maintain Property on Tax Rolls for 10 Years.

(a) After the Escrow Closing Date, the Developer shall assure that the entire Property remains on the County of Los Angeles, California, secured real property tax rolls for the ten (10) calendar years following the Project Completion Date.

(b) After the Escrow Closing Date, and for the ten (10) year period following the Project Completion Date, the Developer for itself and its successors and assigns covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on December 10 and April 10 and to timely pay all supplemental tax bills regarding the Property issued by the County of Los Angeles, California.

(c) After the Escrow Closing Date, the Developer understands and agrees that neither the Developer, nor its successors or assigns shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or the Project or any portion thereof to any entity or person, or for any use of the Property or the Project, or any portion thereof, that is partially or wholly exempt from the payment of real property taxes or that would cause the exemption of the payment of all or any portion of real property taxes otherwise assessable regarding the Property or the Project, without the prior written consent of the City for a period of ten (10) years after the Project Completion Date.

(d) The covenants of this Section 6.1 shall run with the land of the Property and shall be covenants set forth in the City Deed. Upon an approved or Permitted Transfer of the Property by Developer prior to the Project Completion Date or any Transfer thereafter, Developer shall be deemed released from any obligations pursuant to this Article.

Section 6.2 Maintenance Condition of the Property. The Developer for itself, its successors and assigns covenants and agrees that on and after the Escrow Closing Date:

(a) The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If, at any time within twenty (20) years following the Close of Escrow, there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then the City shall notify the Developer in writing of the Maintenance Deficiency. If the Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) days of its receipt of notice of the

Maintenance Deficiency, the City may conduct a public hearing, following transmittal of written notice of the hearing to the Developer, at least, ten (10) days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether the Developer has failed to comply with the provisions of this Section 6.2. If, upon the conclusion of the public hearing, the City finds that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, described above, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that the City may then be available to the City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency on Property as authorized by this Section 6.2 shall become a lien on the Property. If the amount of the lien is not paid within thirty (30) days after written demand for payment from the City to the Developer, the City shall have the right to enforce the lien in the manner as provided in Section 6.2(c).

(b) Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by the Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within 72 hours following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice to the Developer. Any sum expended by the City for the removal of graffiti from the Project, as authorized by this Section 6.2(b), in an amount not to exceed $250.00 per entry by the City, shall become a lien on the Project. If the amount of the lien is not paid within thirty (30) days after written demand to the Developer from the City, the City shall have the right to enforce its lien in the manner provided in Section 6.2(c).

(c) The Parties further mutually understand and agree that the rights conferred upon the City under this Section 6.2 expressly include the power to establish and enforce a lien or other encumbrance against the Property in the manner provided under Civil Code Sections 2924, 2924(b) and 2924(c) in an amount reasonably necessary to restore the Property to the maintenance standard required under Section 6.2(a) or Section 6.2(b), including the reasonable attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "**reasonable attorneys' fees and costs of the City**" mean and include the salaries, benefits and costs of the City Attorney and the lawyers employed in the Office of the City Attorney.

(d) The provisions of this Section 6.2, shall be a covenant running with the land of the Property for a term of twenty (20) years following the date of the Close of Escrow and shall be set forth in the City Deed, and shall be enforceable by the City. Nothing in the foregoing provisions of this Section 6.2 shall be deemed to preclude the Developer from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that any such changes comply with applicable zoning and building regulations of the City.

Section 6.3 No Discrimination or Segregation. The Developer covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions, which shall apply on and after the Escrow Closing Date:

(a) Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property nor shall the Developer, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Property.

(b) Interpretation. Notwithstanding Section 6.3(a), with respect to familial status, Section 6.3(a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in Section 6.3(a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to Section 6.3(a).

(c) Covenant Running With Land. The provisions of this Section 6.3 shall be a covenant running with the land of the Property and binding on all successive owners and users of the Property.

Section 6.4 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) days written notice to the Developer of the City's intent to terminate this Agreement, referencing this Section 6.4, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, as provided hereinafter in this Section 6.4. Within 30 days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may in Developer's sole and absolute discretion offer to defend the City, with legal counsel acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Developer is under no obligation to indemnify and defend City unless and until it elects to make the offer required by this Section 6.4. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 6.4 shall be deemed or construed to be an express or implied admission that the City is liable to the Developer or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA.

Section 6.5 Environmental Indemnity of the City by the Developer. On and after the Escrow Closing Date, the Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its elected officials, officers, attorneys, agents and employees and each of them, from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "**Environmental Losses**") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the City directly or indirectly relating to or arising from any of the following "**Environmental Matters**" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

(a) the presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project

(b) The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project.

(c) The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project.

(d) The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project.

(e) The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project.

(f) The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project.

(g) Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project.

(h) Developer shall cause a Phase II Environmental Report to be prepared, at Developer's Cost, for the Property during the Due Diligence Period and shall provide a copy of the Report to the City. The findings in that Phase II Report shall constitute the factual basis for determining what Environmental Matters existed before and after the Escrow Closing Date, and, thus, exist or occur during or arising from Developer's ownership of the Property, construction or operation of the Project.

(i) On and after the Escrow Closing Date, the Developer shall pay to the City all costs and expenses including, without limitation, reasonable attorney's fees and costs, incurred by the City in connection with enforcement of the aforementioned environmental indemnity.

Section 6.6 Insurance. On and after the Escrow Closing Date, the Developer, to protect the City, its governing board, commissions, agents, attorneys, officers, employees and authorized representatives against any and all claims and liability for death, injury, loss and damage resulting from the Developer's actions in connection with this Agreement, the Property and the Project, shall secure and maintain the insurance coverage, described in and required by this Section 6.6. The City shall have no obligation under this Agreement, until the Developer provides the required policies and/or certificates evidencing the insurance required by this Section 6.6 to the City and the City approves such evidence of insurance. The Developer shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of this Agreement.

(a) Workers' Compensation Insurance Requirement. On and after the Escrow Closing Date, the Developer shall submit written proof that the Developer is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. By executing this Agreement, the Developer makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

(1) On and after the Escrow Closing Date, the Developer shall require each contractor and sub-contractor performing work on the Project or the Property to provide workers' compensation coverage for all of such contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by workers' compensation insurance provided by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate workers' compensation insurance covering such employees.

(b) Liability and Permanent Insurance Requirements.

(1) On and after the Escrow Closing Date, the Developer shall maintain in full force and effect, until the Close of Escrow, subject to subsection (e), the following insurance coverage:

> Commercial General Liability Insurance coverage, including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically covering the indemnity obligations of the Developer pursuant to this Agreement), Products-Completed Operations Hazards, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the construction of the Project and/or the Developer's operation of the Property or the Project.

(i) Commercial general liability insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate.

(ii) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used by the Developer with minimum limits for Bodily Injury and Property Damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(iii) If the Developer hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, the Developer shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS ($1,000,000).

(c) On and after the Escrow Closing Date, the Developer shall require that each contractor performing work on the Project maintain the following insurance coverage, as specified below:

(1) Each General Contractor shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project.

(2) Each General Contractor and each sub-contractor shall maintain Commercial General Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate to protect the Developer during the construction of the Project from claims involving bodily injury and/or death and damage to the property of others.

(3) Each General Contractor and each sub-contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(d) The Commercial General Liability Insurance required in subsection (b)(l)(i) above, shall include an endorsement naming the City, the City's board members, and the City's elected officials, officers, agents, and employees as additional insured for liability arising out of this Agreement and any operation related to this Agreement.

(e) If any of the insurance coverage required under this Agreement is written on a claims-made basis, such insurance policy shall provide an extended reporting period continuing through the fifth (5th) anniversary of the Project Completion Date. The requirements of this subsection (e) shall survive any expiration or termination of this Agreement and the recordation of the City Deed and each and every Certificate of Completion for any phase of the Project.

(f) Receipt by the City of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements of this Agreement.

(g) Subject to subsection (e), the above required insurance coverage shall be maintained by the Developer or its contractors, as required by the terms of this Agreement, shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to the City. Also, phrases such as "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any Certificates of Insurance or any coverage for the City, the City's board members, agents, and employees. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

(h) All insurance to be obtained and maintained by the Developer under this Agreement shall be issued by a company or companies listed in the then current "Best's Key

Rating Guide" publication with a minimum of an "A; VII" rating and be admitted to business in the State of California by the State of California Department of Insurance.

(i) The City will not accept self-insurance in satisfaction of the insurance requirements of this Section 6.6.

(j) All insurance obtained and maintained by the Developer in satisfaction of the requirements of this Agreement shall be primary to and not contributing to any insurance maintained by the City.

(k) Insurance coverage in the minimum amounts set forth in this Agreement shall not be construed to relieve the Developer of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise at law.

(l) Failure by the Developer to maintain all insurance required by this Agreement in effect at all times shall be an Event of Default by the Developer. The City, at its sole option, may exercise any remedy available to it in connection with such an Event of Default. Additionally, the City may purchase such required insurance coverage and the City shall be entitled to immediate payment from the Developer for any premiums and associated costs paid by the City for such insurance coverage. Any election by the City to purchase or not to purchase insurance for the Developer shall not relieve the Developer of its obligation to obtain and maintain the insurance coverage required by this Agreement.

Section 6.7 Duarte TCSP Community Benefit Number 1 – Economic Development Fund Contributions.

(a) In accordance with Duarte TCSP Table 3-2 and Section 3.5.2, Developer shall contribute Two Million One Hundred Sixty Four Thousand Three Hundred Sixty Dollars ($2,164,360) to the City's Economic Development Fund ("**Economic Development Fund Contribution**") and City shall recognize such contribution as one Community Benefit for purposes of calculating Community Benefits under the Duarte TCSP. The full amount of the Economic Development Fund Contribution shall be due, payable, and paid to the City upon the Escrow Closing Date. Developer and City acknowledge and agree that both (1) the Economic Development Fund Contribution and resulting expenditure of those funds by the City will enhance the desirability of the properties along Huntington Drive, including the Property, and that the provision of the economic development contributions will redound to the benefit of Developer, the Project, and the Property, and (2) this Agreement shall serve as a "Development Agreement" within the meaning of Duarte TCSP Section 3.5.2.

(b) Property Adjacent Public Improvements. On and after the Escrow Closing Date, Developer shall install curb bulb outs at all locations that are both (*i*) depicted as curb bulb-out locations on the Duarte TCSP, and (*ii*) on the portion of Huntington Drive that fronts the Property. Developer's forecasted, reasonable, and City-approved costs of installing the curb bulb-outs shall be deducted from the Economic Development Fund Contribution.

Section 6.8 Duarte TCSP Community Benefit Number 2 – Traffic Signal. In accordance with Duarte TCSP Table 3-2 and Section 3.5.2, and on after the Escrow Closing Date, Developer shall construct a traffic signal meeting City standards, at a cost of Two Hundred Fifty Thousand Dollars ($250,000) at the project entry or nearby location designated by the City ("**Traffic Signal Construction Obligation**"), and City shall recognize the commitment to fulfill such obligation as one Community Benefit for purposes of calculating Community Benefits under the Duarte TCSP. Developer and City acknowledge and agree that both (1) the Traffic Signal Construction Obligation will enhance the desirability of the properties along Huntington Drive, including the Property, and that the performance of the Traffic Signal Construction Obligation will redound to the benefit of Developer, the Project, and the Property, (2) this commitment to fulfill the Traffic Signal Construction Obligation shall constitute n "other community benefit" that has been reviewed and approved by the City, and (3) this Agreement shall serve as a Community Benefit Plan for purposes of Section 3.5.2 of the Duarte TCSP. The City shall be responsible for traffic signal costs in excess of the designated Two Hundred Fifty Thousand Dollars $250,000.

Section 6.9 Duarte TCSP Community Benefit Number 3 – Public Art. In accordance with Duarte TCSP Table 3-2 and Section 3.5.2, and on and after the Escrow Closing Date, Developer shall install public art, visible to the general public, with the Project with a minimum value of One Hundred Forty Two Thousand Dollars ($142,000) ("**Public Art Obligation**"), and City shall recognize the commitment to fulfill such obligation as one Community Benefit for purposes of calculating Community Benefits under the Duarte TCSP. The Public Art to be installed pursuant to the Public Art Obligation shall be subject to City approval of design and construction. If the cost of the City-approved public art under this provision is less than One Hundred Forty Two Thousand Dollars ($142,000.00), the difference shall be deposited into the City's Public Art. 14200021 fund. In lieu, of installing the public art on site, upon mutual approval of the Developer and City, the Developer may deposit the full One Hundred Forty Two Thousand Dollars ($142,000.00) into the City's Public Art fund. Developer and City acknowledge and agree that both (1) the Public Art Obligation will enhance the desirability of the properties along Huntington Drive, including the Property, and that the performance of the Public Art Obligation will redound to the benefit of Developer, the Project, and the Property, (2) this commitment to fulfill the Public Art Obligation shall constitute a Community Benefit under Section Duarte TCSP.

Section 6.10 Public Parking. On and after the Escrow Closing Date, Developer shall construct a public parking area in the area depicted on Exhibit "H." ("**Public Parking Obligation**") Upon completion of the Public Parking Obligation, City and Developer shall entered into a shared parking agreement in a form to be agreed to by the parties during the Due Diligence Period. The shared parking agreement shall provide for Developer's maintenance of the shared parking area, and shall further provide for City's, nearby business owners', and Developer's shared use of the shared parking area.

Section 6.11 Vacancy Minimizing Obligation. During the Due Diligence Period, the parties shall discuss the idea is for a provision that requires the ground floor retail/office in the Project to be fully leased and the idea that if a space is vacant for 12 months, the Developer/Owner shall then reduce the lease terms until the space is leased up to an monthly amount per square foot equal to an agreed percentage of the average market rent for commercial space in Duarte as determined by a broker assessment for local rental values at the time.

Section 6.12 Survival of City Covenants. Each of the City covenants set forth in this ARTICLE VI shall be a covenant running with the land of the Property and each such special City covenant shall survive the Close of Escrow, execution and recordation of the City Deed and issuance and recordation of each and every Certificate of Completion for any phase of the Project, for the time period specifically set forth in each such special City covenant.

ARTICLE VII

DEVELOPER FINANCING OF PROPERTY ACQUISITION AND PROJECT DEVELOPMENT

Section 7.1 Recordation of Loan Deed of Trust. The Developer covenants to the City that the Developer shall cause a Deed of Trust to be recorded against the Property, at the Close of Escrow, securing repayment of a Loan from which the proceeds are to be applied solely for the purpose of paying the reasonable costs of obtaining such Loan(s) and all of the pre-development costs, and costs of construction and installation of the Project.

Section 7.2 Encumbrances and Liens. The Developer shall not record and shall not allow to be recorded against the Property or any portion of the Property any mortgage, trust deed, deed of trust, encumbrance or lien not expressly authorized by this Agreement. The Developer shall remove, or shall have removed, any unauthorized lien, encumbrance, mortgage, levy or attachment made or recorded against the Property or any portion of the Property, or shall assure the satisfaction thereof to the satisfaction of the City. The covenants of the Developer set forth in this Section 7.2 regarding the placement of any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien on the Property shall only remain in effect until recordation of the Deed of Trust securing the Loan.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 8.1 Representations and Warranties by the Developer. The Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by the City is made in material reliance by the City on such covenants, representations and warranties of the Developer:

(a) The Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is valid and enforceable against the Developer in accordance with its terms and each instrument to be executed by the Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against the Developer in accordance with its terms.

No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by the Developer.

(b) If the Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by the Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon the Developer's knowledge and/or belief as of a certain date, the Developer will give immediate written notice of such changed fact or circumstance to the City.

ARTICLE IX

DEFAULTS, REMEDIES AND TERMINATION

Section 9.1 Defaults - General.

(a) Subject to any extensions of time provided for in this Agreement, failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if a Party otherwise in default commences to cure, correct or remedy such default, within thirty (30) calendar days after receipt of written notice from the injured Party specifying such default, and shall diligently and continuously prosecute such cure, correction or remedy to completion (and where any time limits for the completion of such cure, correction or remedy are specifically set forth in this Agreement, then within said time limits), such Party shall not be deemed to be in default under this Agreement.

(b) The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the non-defaulting Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failure or delays by either Party in asserting any of their rights and/or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of their rights and/or remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 9.2 Events of Default. In addition to other acts or omissions of the Developer that may legally or equitably constitute a default or breach of this Agreement, the occurrence of any of the following specific events, prior to the issuance of a Certificate of Completion for the Project, shall constitute an "**Event of Default**" under this Agreement and shall not be subject to the provisions of, Section 9.1:

(a) Any breach by the Developer of any of the non-monetary covenants and conditions of this Agreement that is not cured to the City's reasonable satisfaction within thirty (30) days following written notice of the breach to the Developer from the City or the expiration of an applicable shorter cure period set forth in this Agreement.

(b) Any representation, warranty or disclosure made to the City by the Developer regarding this Agreement or the Project is materially false or misleading, whether or not such representation or disclosure appears in this Agreement.

(c) The Developer fails to make any payment or deposit of funds required under this Agreement (including, without limitation, the payments required by Section 6.7, Section 6.8, and Section 6.9, above, or to pay any other charge set forth in this Agreement, following seven (7) days' written notice to the Developer from the City of such failure.

(d) Any material deviation in the work of improvement of the Project from the approved Scope of Development, other than Minor Field Changes, without the prior written approval of the City, which approval shall not be unreasonably withheld, or the appearance, during the course of initial construction, of materially defective workmanship or materials and such material defects are not corrected or substantially corrected, within thirty (30) days after receipt of written notice thereof from the City to the Developer, subject to a time extension as required in order to address any subcontractor disputes, design a "fax" for the defects and to allow the same to be so repaired.

(e) The construction of the Project is delayed or suspended for a period in excess of that permitted under Section 5.5; or the development of the Project does not proceed with reasonable due diligence, pursuant to the Schedule of Performance, subject to the occurrence of Unavoidable Delays; or the Project is not completed by the Completion Date subject to the occurrence of Unavoidable Delays.

(f) [RESERVED]

(g) The Developer sells, Transfers, hypothecates, encumbers or assigns its interest in this Agreement, the Property or any portion thereof, whether voluntarily or involuntarily or by operation of law, in violation of the terms and conditions of this Agreement; it being agreed that Permitted Transfers shall not be in violation hereof.

Section 9.3 Liquidated Damages to the City. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHER MATERIAL DEFAULT OF THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY MAY TERMINATE THIS AGREEMENT AND CANCEL THE ESCROW, PURSUANT TO SECTION 4.10, WITHOUT ANY LIABILITY OF THE CITY TO THE DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTIONS. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY THE CITY, IN THE EVENT OF A TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHER MATERIAL DEFAULT OF THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES THE CITY WOULD SUFFER, IN THE EVENT OF A TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHER MATERIAL DEFAULT OF THE DEVELOPER UNDER THIS

AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE CITY AND THE DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF THE CITY'S DAMAGES IN SUCH EVENT IS FIFTY THOUSAND DOLLARS ($50,000) ("**LIQUIDATED DAMAGES AMOUNT**"). THEREFORE, UPON THE TERMINATION OF THIS AGREEMENT BY THE CITY DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHER MATERIAL DEFAULT OF THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, ESCROW HOLDER SHALL IMMEDIATELY CANCEL THE ESCROW AND THE DEVELOPER SHALL PAY THE LIQUIDATED DAMAGES AMOUNT TO THE CITY WITHIN FIVE (5) DAYS OF ESCROW CANCELLATION. RECEIPT OF THE LIQUIDATED DAMAGES AMOUNT SHALL BE THE CITY'S SOLE AND EXCLUSIVE REMEDY UPON THE OCCURRENCE OF AN EVENT OF DEFAULT OR OTHER MATERIAL DEFAULT OF THE DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW.

______________	______________
CITY'S INITIALS	DEVELOPER'S INITIALS

Section 9.4 Developer's Limitation on Recovery of Damages Prior to Close of Escrow.

(a) IN THE EVENT OF ANY MATERIAL BREACH OF THIS AGREEMENT BY THE CITY PRIOR TO THE CLOSE OF ESCROW, THE DEVELOPERS REMEDIES SHALL BE LIMITED TO A CHOICE BETWEEN (1) SPECIFIC PERFORMANCE OR (2) TERMINATION OF THIS AGREEMENT TOGETHER WITH RECOVERY OF ANY AMOUNTS ACTUALLY EXPENDED BY THE DEVELOPER IN PROCESSING THE DEVELOPMENT APPLICATIONS FOR THE PROJECT, PRIOR TO THE DATE OF THE CITY'S MATERIAL BREACH AND THE ERNEST MONEY DEPOSIT. THEDEVELOPER WAIVES ANY RIGHT TO RECOVER ANY OTHER SUMS FROM THE CITY ARISING FROM A MATERIAL BREACH OF THIS AGREEMENT BY THE CITY PRIOR TO THE CLOSE OF ESCROW. THE DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 9.4, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

(b) BY INITIALING BELOW, THE DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 9.4:

Section 9.5 Legal Actions.

(a) Following the Close of Escrow, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Los Angeles, California, in any other appropriate court within the County of Los Angeles, California, or in the United States District Court for the Central District of California.

(b) The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the City of Duarte, County of Los Angeles, California.

Section 9.6 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties as set forth in this Section 9.6 are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.7 [Intentionally Deleted.]

Section 9.8 Developer Indemnification of the City. In addition to any other specific indemnification or defense obligations of the Developer set forth in this Agreement, the Developer agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City) and hold harmless the City, its governing board, commissions, agents, officers, employees, attorneys and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the City, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Developer or the Developer's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives, relating in any manner to this Agreement, any work to be performed by the Developer related to this Agreement, the Project, or any authority or obligation exercised or undertaken by the Developer under this Agreement. Without limiting the generality of the foregoing, the Developer's obligation to indemnify the City shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the City, any workers' compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Project or the Property on behalf of the Developer by any person or entity.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Notices, Demands and Communications Between the Parties.

(a) Any and all notices, demands or communications submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States mail, postage prepaid, return receipt requested, to the principal office of the City or the Developer, as applicable, as designated in subsection (b). Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is delivered by personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States mail, as provided in this Section 10.1(a).

(b) The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

To the Developer:	MJW Investments, LLC c/o Walbern Development USA, Inc. 1278 Glenneyre Street Laguna Beach, CA 92651 Attention: Matthew J. Waken
And to:	The Richman Group of California, LLC 7817 Herschel Avenue, Suite 102 La Jolla, CA 92037 Attention: Luke Daniels
With copy to:	Seltzer Caplan McMahon Vitek 750 B Street, Suite 2100 San Diego, CA 92101 Attention: Brian T. Seltzer, Esq.
To the City:	City of Duarte 213 E Foothill Blvd. Duarte, CA 91702 Attention: City Manager
With copy to:	Rutan & Tucker, LLP 611 Anton Blvd., Suite 1400

Costa Mesa, CA 92626
Attention: David Cosgrove, Esq.

Section 10.2 Conflict of Interest. No member, official or employee of the City having any conflict of interest, direct or indirect, related to this Agreement or the development of the Project on the Property shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 10.3 Warranty Against Payment of Consideration for Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 10.3, shall not include persons to whom fees are paid for professional services, if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by the Developer.

Section 10.4 Non-liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City under this Agreement or for any amount that may become due to the Developer or to its successor, or on any obligations under the terms of this Agreement, except as may arise from the gross negligence or willful acts of such member, official or employee.

Section 10.5 Unavoidable Delay; Extension of Time of Performance.

(a) Subject to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default, or considered to be a default, where any such delays or defaults are due to an Unavoidable Delay that is not attributable to the fault of the Party claiming an extension of time to perform. An extension of time for any Unavoidable Delay shall be for the period of the Unavoidable Delay and shall commence to run from the date of occurrence of the Unavoidable Delay, but only if the Party asserting the existence of the Unavoidable Delay has first provided the other Party with written notice of the occurrence of the Unavoidable Delay, within ten (10) days of the commencement of such asserted Unavoidable Delay.

(b) The Parties expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that may have provided a basis for entering into this Agreement and that occur at any time after the execution of this Agreement, do not constitute an Unavoidable Delay and do not provide any Party with grounds for asserting the existence of an Unavoidable Delay in the performance of any covenant or undertaking arising under this Agreement. Each Party expressly assumes the risk that changes in general economic conditions or changes in such economic assumptions relating to the terms and covenants of this Agreement could impose an inconvenience or hardship on the continued performance of such Party under this Agreement.

Section 10.6 Real Estate Commissions. The City shall not be liable for any real estate commissions, brokerage fees or finder fees that may arise from or be related to this Agreement.

The Developer shall pay any fees or commissions or other expenses related to its retention or employment of real estate brokers, agents or other professionals.

Section 10.7 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 10.8 Entire Agreement.

(a) This Agreement shall be executed in four (4) duplicate originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement includes __ pages and __ exhibits, that constitute the entire understanding and Agreement of the Parties regarding the Project and the Property.

(b) This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to the Property and the Project.

(c) None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Property, and this Agreement shall continue in full force and effect before and after such conveyances.

(d) All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representative(s) of both the City and the Developer.

Section 10.9 Execution of this Agreement. Following execution of this agreement by the authorized representative(s) of the Developer and prompt delivery, thereafter, to the City, accompanied by an official action of the governing body of the Developer authorizing the individuals executing this Agreement on behalf of the Developer to do so, in form and substance acceptable to the City, this Agreement shall be subject to the review and approval by the governing body of the City, in its sole and absolute discretion, no later than forty-five (45) calendar days after the date of delivery to the City of this Agreement executed by the authorized representative(s) of the Developer and an official action of the governing body of the Developer authorizing such execution. If the City has not approved, executed and delivered this Agreement to the Developer within the foregoing time period, then no provision of this Agreement shall be of any force or effect for any purpose.

Section 10.10 Survival of Indemnity Obligations. All general and specific indemnity and defense obligations of the Parties set forth in this Agreement shall survive the expiration or termination of this Agreement and the execution or recordation of the City Deed and/or each and every Certificate of Completion for any portion of the Project.

Section 10.11 Authority to Extend Escrow Closing Dates. Notwithstanding anything to the contrary in this Agreement, the City Manager may, in his or her sole and absolute discretion, issue instructions to the Escrow Holder on behalf of the City and jointly with the Developer that amend this Agreement and any previous Escrow instructions to extend Due Diligence Period or Closing Date for up to an additional one hundred-eighty (180) calendar days each.

Section 10.12 Developer Termination. In the event all or a portion of the Property is condemned or there is a written threat of condemnation issued by a governmental authority or it there is a spill or release of any Hazardous Substances not caused by Developer upon the Property, then Developer shall have the right, but not the obligation and upon written notice to the City, to terminate the Agreement and be refunded there Deposit.

Section 10.13 Possession. Upon the Escrow Closing Date, City shall deliver possession of the Property to Developer (or its assignee) free and clear of all rights or claims to possession and use.

Section 10.14 Termination. Except where expressly set forth herein, Developer's obligations hereunder shall terminate upon the issuance of the Certificate of Completion.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the Developer have executed this Disposition and Development Agreement by and through the signatures of their duly authorized representative(s) set forth below:

CITY:

CITY OF DUARTE,
a public body corporate and politic

By: ______________________________
City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
Rutan & Tucker LLP
City Attorney

DEVELOPER:

MJW INVESTMENTS, LLC

By: ______________________________
Its: ______________________________

RICHMAN GROUP OF CALIFORNIA, LLC

By: ______________________________
Its: ______________________________

EXHIBIT "A"

LEGAL DESCRIPTION

[SEE ATTCHED]

EXHIBIT "B"

DISPOSITION AND DEVELOPMENT AGREEMENT SCOPE OF DEVELOPMENT

The Project shall be developed in _________ (___) distinct separate phases described as follows and consisting of the following minimum elements:

(1) [TO BE SPECIFIED];

(2) [TO BE SPECIFIED].

EXHIBIT "C"

DISPOSITION AND DEVELOPMENT AGREEMENT SCHEDULE OF PERFORMANCE

[TO BE DISCUSSED FURTHER]

Initiate demolition and grading	Close of escrow plus [___] days
Pour foundation and install underground utilities	Close of escrow plus [___] days
Begin vertical construction	Close of escrow plus [___] days
Complete construction of Project	As set forth in the Agreement

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

[SEE ATTACHED]

RECORDING REQUESTED BY: _________________________ _________________________ _________________________ AND WHEN RECORDED MAIL TO: _________________________ _________________________ _________________________	

(Space above for Recorder's Use Only)

CITY OF DUARTE

CERTIFICATE OF COMPLETION

We, _________, Mayor and _________, City Clerk of the City of Duarte (the "**City**") certify that:

By its Resolution No. __, adopted and approved _________, _________, the City resolved:

Section 1. The _________ required to be constructed in accordance with that certain Disposition and Development Agreement (the "**Agreement**") dated _________, by and between the City and Walbern/Richman, a _________ corporation(the "**Developer**"), on that certain real property specifically described in the legal description(s) attached to this Certificate of Completion as Exhibit "A" (the "**Property**"), is complete in accordance with the provisions of the Agreement.

Section 2. This Certificate of Completion constitutes conclusive evidence of the City's determination of the Developer's satisfaction of its obligation under the Agreement to construct and install the _________ on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the _________ and its use and occupancy on the Property, whether or not such improvements are located on the Property or on other property subject to the Agreement, excluding any normal and customary tenant improvements and minor building "punch-list" items. Notwithstanding any provision of this Certificate of Completion, the City may enforce any covenant surviving this Certificate of Completion in accordance with the terms and conditions of the Agreement and the Deed(s) by which the Property was conveyed to the Developer by the City under the Agreement. The Agreement is an official record of the City and a copy of the Agreement may be inspected in the office of the City Clerk located at _________, Duarte, California _________, during the regular business hours of the City.

DATED AND ISSUED this __ day of _________, 20__.

____
Mayor, City of Duarte

____
City Clerk, City of Duarte

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[PLEASE SEE ATTACHED]

<u>EXHIBIT "E"</u>

<u>FORM OF CITY DEED</u>

[PLEASE SEE ATTACHED]

RECORDING REQUESTED BY:

____
____
____

AND WHEN RECORDED MAIL TO:

____
____
____

(Space above for Recorder's Use Only)

CITY OF DUARTE

GRANT DEED

PART ONE

For valuable consideration, the receipt of which is hereby acknowledged, the City of Duarte, a public body, corporate and politic (the "**City**"), hereby remises, releases and quitclaims to Walbern/Richman, a _________ corporation (the "**Grantee**") the real property legally described in Exhibit "A" and by this reference incorporated into this City Deed (the "**Property**").

PART TWO

The quitclaim of the Property by the City to the Grantee in Part One is subject to the following community redevelopment terms, conditions and covenants:

Section 1. Conveyance Subject to Terms of a Disposition and Development Agreement. The Property is conveyed subject to that certain Disposition and Development Agreement, dated as of _________, by and between the City and the Grantee (the "**Agreement**"). The provisions of the Agreement are incorporated into this Deed by this reference and are deemed to be a part of this Deed, as though fully set forth in this Deed.

Section 2. Condition of Property. The Grantee acknowledges and agrees that the Property is granted by the City to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, or any other matters affecting the Property.

Section 3. Prohibited Uses. The Grantee covenants and agrees for itself, its successors and assigns that the following uses on the Property are prohibited:

Section 4. No Discrimination or Segregation. The Grantee covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Deed is made and accepted upon and subject to the following conditions:

(a) Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property granted by this City Deed nor shall the Grantee, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Property granted by this City Deed.

(b) Interpretation. Notwithstanding Section 4(a), with respect to familial status, Section 4(a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in Section 4(a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to Section 4(a).

(c) Covenant Running With Land. The provisions of this Section 4 shall be a covenant running with the land of the Property and binding on all successive owners and users of the Property.

Section 5. Covenant to Maintain Property on Tax Rolls for 10 Years.

(a) The Grantee shall assure that the entire Property remains on the County of Los Angeles, California, secured real property tax rolls for the ten (10) calendar years following the Project Completion Date

(b) For the ten (10) year period following the Project Completion Date, the Grantee for itself and its successors and assigns covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on December 10 and April 10 and to timely pay all supplemental tax bills regarding the Property issued by the County of Los Angeles, California.

(c) The Grantee understands and agrees that neither the Grantee, nor its successors or assigns shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or the Project or any portion thereof to any entity or person, or for any use of the Property or the Project, or any portion thereof, that is partially or wholly exempt from the payment of real property taxes or that would cause the exemption of the payment of all or any portion of real property taxes otherwise assessable regarding the Property or the Project, without the prior written consent of the City, prior to the expiration of the ten (10) year term of the covenant.

(d) The covenants of this Section 5 shall run with the land of the Property.

Section 6. No Conveyance to Tax Exempt Entity.

(a) The Grantee understands and agrees that neither the Grantee, nor its successors or assigns shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or any portion thereof to any entity or person, or for any use of the Property, that is partially or wholly exempt from the payment of real property taxes or that would cause the exemption of the payment of all or any portion of real property taxes otherwise assessable regarding the Property, without the prior written consent of the City.

PART THREE

Section 1. Duration of Covenants. The covenants, terms and conditions of PART TWO of this City Deed shall have the duration as set forth below in association with the PART TWO sections:

Section 1:	until the Project Completion Date or twenty one (21) years from the date of recordation of this City Deed, whichever date is earlier;
Section 2:	in perpetuity;
Section 3:	for ten (10) years following the Project Completion Date;
Section 4:	in perpetuity;
Section 5:	for ten (10) years following the Project Completion Date;
Section 6:	for ten (10) years following the Project Completion Date;

Section 2. Covenants Run with the Land of the Property. Each of the covenants and agreements contained in this Deed touch and concern the Property and each of them is expressly declared to be a community redevelopment covenant that runs with the land for the benefit of the City and such covenants run with the land in favor of the City for the entire period that such covenants are in full force and effect, regardless of whether the City is or remains an owner of any land or interest in land to which such covenants relate. The City, in the event of any breach of any such covenants, has the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such

breach, as provided in the Agreement or by law. The covenants contained in this City Deed are for the benefit of and are enforceable only by the City and shall survive the Close of Escrow, execution and recordation of this Deed and the issuance and recordation of each and every Certificate of Completion, for the time period set forth for each covenant in Section I above.

Section 3. Costs and Attorneys' Fees for Enforcement Proceeding. If legal proceedings are initiated to enforce the rights, duties or obligations of any of the covenants set forth in this Deed, then the prevailing party in such proceeding shall be entitled to collect its reasonable attorney fees and costs from the other party in addition to any other damages or relief obtained in such proceedings.

Section 4. Effect of Unlawful Provision; Severability. In the event that any provision of this Deed is held to be invalid or unlawful by a final judgment of a court of competent jurisdiction, such invalidity shall not affect the validity of any other provision of this Deed.

IN WITNESS WHEREOF, the City has caused this Deed to be executed by its authorized representative(s) on this __ day of _________, 20__.

CITY:

By: ___________________________________
Its: ___________________________________

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[PLEASE SEE ATTACHED]

CERTIFICATE OF ACCEPTANCE OF DEED AND COVENANTS

The undersigned hereby acknowledges acceptance by WALBERN/RICHMAN, a _________, the Grantee in the within Deed, of the delivery of the subject Property described in the within Deed from the City of Duarte, subject to all of the covenants expressly set forth or incorporated within the Deed.

GRANTEE:

WALBERN/RICHMAN,
a ____

By: ___________________________________
Its: ___________________________________

EXHIBIT "F"

FORM OF NOTICE OF AGREEMENT

[PLEASE SEE ATTACHED]

RECORDING REQUESTED BY:

____
____
____

AND WHEN RECORDED MAIL TO:

____
____
____

(Space above for Recorder's Use Only)

[Recordation of this Document
is Exempt From Fees Payable to the Recorder
Under Government Code Section 27383]

CITY OF DUARTE

NOTICE OF AGREEMENT DISPOSITION AND DEVELOPMENT AGREEMENT

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that as of ________, 20__, ________, a ________ corporation (the "**Developer**") and the City of Duarte, a public body, corporate and politic (the "**City**"), entered into an agreement entitled " Disposition and Development Agreement" (the "**Agreement**"). A copy of the Agreement is on file with the City Clerk of the City and is available for inspection and copying by interested persons as a public record of the City during the regular business hours of the City.

The Agreement affects the real property (the "**Property**") described in Exhibit "A" attached to this Notice of Agreement. The meaning of defined terms used in this Notice of Agreement shall be the same as set forth in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain community redevelopment covenants running with the land and other agreements between the Developer and the City affecting the Property, all of which are incorporated herein by this reference:

THIS NOTICE OF AGREEMENT is dated as of _________, 20__, and has been executed on behalf of the Developer and the City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be executed in counterparts and when fully executed each counterpart shall be deemed to be one original instrument.

CITY OF DUARTE:

By: ______________________________

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

DEVELOPER:

______________________________,
a ______________________________

By: ______________________________
Its: ______________________________

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[PLEASE SEE ATTACHED]

EXHIBIT "G"

FORM OF OFFICIAL ACTION OF DEVELOPER

[PLEASE SEE ATTACHED]

CERTIFICATION OF AUTHORITY

CERTIFICATE OF _________ RESOLUTION

I, __________________, certify the following:

That I am the duly elected and authorized _________ of _________ (hereinafter referred to as the "_________"), a _________ organized to do business under the laws of the State of California;

That said _________ has, through lawful resolution of the _________ of the _________, duly authorized and directed _________, in his official capacity as _________ of the _________, to enter into and execute the following described agreement with the City of Duarte, a political subdivision of the State of California: _________;

That the foregoing Resolution of the _________ has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the __ day of _________, 20__.

____

EXHIBIT "H"

DEPICTION OF PUBLIC PARKING AREA

[PLEASE SEE ATTACHED]

EXHIBIT "I"

SHARED PARKING AGREEMENT

[PLEASE SEE ATTACHED]

MEMORANDUM

City of Duarte

TO: Mayor and City Council

FROM: Craig Hensley, Community Development Director

DATE: February 14, 2017

SUBJECT: Authorize the City Manager to Sign a Purchase and Sale Agreement for the Property at 1303 Huntington Drive – Sparr Liquor

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Staff recommends that the City Council authorize the City Manager to sign a Purchase and Sale Agreement (PSA) for the property and building at 1305 Huntington Drive (Sparr Liquor) for a purchase price of $2,500,000.

The City has desired the redevelopment of the northeast corner of Huntington Drive and Buena Vista Street for several years. Throughout those years, several attempts have been made to purchase the corner liquor store to accomplish that goal. The City Manager, Darrell George, has formed a good working relationship with the property owner, George Grair and has arrived at the point where a purchase may be agreeable and feasible. The proposed PSA would require the vacant building to be delivered to the City on or before April 10, 2017.

The goal for this property is a development that meets the intent of the recently adopted Town Center Specific Plan. The existing building would be removed and the property would be assembled with the adjacent City controlled property to create a quality corner retail space. Staff has been working with a developer that has shown interest in the adjacent property but the addition of the liquor store piece improves the appeal of the property. The intent for future development would also be to create a corner plaza area to help celebrate the main intersection in the Town Center area. Control of both of these corner properties is an advantage for the City and will allow a better design and most likely better tenants.

Ownership of the both corner properties will also allow the City to work with the adjacent owners in the shopping center on improved parking lot circulation and design. With the recent construction of the Starbucks on the northwest corner of this intersection and the improvement of the Grocery Outlet property, the acquisition and development of the liquor store property would be another positive step in improving this important local intersection. The seller has already signed the agreement and with Council approval escrow will open within the next seven days.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of February __, 2017 ("Effective Date"), by and between CITY OF DUARTE, a California municipal corporation ("Buyer"), and SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE ("Seller"), with reference to the Recitals set forth below. This Agreement shall also constitute the joint escrow instructions of Buyer and Seller to FIRST AMERICAN TITLE INSURANCE COMPANY ("Escrow Holder"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller upon the terms and conditions set forth in this Agreement.

B. The Land consists of that certain improved real property located at 1303 Huntington Drive, in the City of Duarte, County of Los Angeles ("County"), State of California.

C. The Parties desire to enter into this Agreement to document the purchase and sale of the Property between Seller and Buyer on all of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

AGREEMENT

1. Purchase and Sale of Property. Seller hereby exclusively agrees to sell, grant and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the hereinafter collectively described Property:

1.1 Real Property. That certain land located in the County of Los Angeles, State of California, and more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with any and all easements, rights-of-way, privileges, rights and appurtenances, improvements, personal property benefiting, appertaining or belonging to the Land, including, without limitation, any and all streets and roads (whether opened or proposed) abutting the Land, all abutters' right in and in favor of the Land, riparian rights, water or water rights and stock evidencing any such water rights, and/or oil, gas or other minerals laying under the Land (collectively, the "Real Property");

1.2 Personal Property. All of Seller's right, title and interest in and to any tangible personal property owned by Seller remaining on or about the Real Property as of the "Closing Date" (as that term is defined in Section 9.2 below) (collectively, the "Personal Property");

1.3 Property. The Real Property and Personal Property, and all of Seller business goodwill associated with the Sparr Liquor business currently operating on the Real Property, are collectively hereinafter referred to as the "Property". Buyer shall not assume any liabilities or obligations relating to the Property unless expressly provided in this Agreement.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00). The Purchase Price, together with all other funds necessary on the part of Buyer to enable Escrow Holder to comply with these instructions, shall be paid by Buyer to Escrow Holder in immediately available funds on or before the Closing Date. For purposes of calculating the balance of the Purchase Price payable by Buyer hereunder, Buyer shall be credited with (i) certain costs for asbestos and/or lead-based paint removal pursuant to Section 4.2 below, and (ii) Buyer's share of the prorations in Buyer's favor and other credits described in Section 11 below.

2.1 Independent Consideration. Buyer shall deposit with the Escrow Holder, within five (5) days after the mutual execution of this Agreement and delivery of same to Escrow Holder, the sum of One Hundred Dollars ($100.00) (the "Independent Consideration"). The Independent Consideration shall be non-refundable to Buyer under any circumstances as independent consideration for the rights extended to Buyer under this Agreement. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of the Independent Consideration into Escrow. The Independent Consideration shall be applicable towards the Purchase Price.

2.2 Mortgage Payments.

2.2.1 Mortgage Payments. Buyer shall deposit with the Escrow Holder, within five (5) days after the mutual execution of this Agreement and delivery of same to Escrow Holder, the sum of Ten Thousand Dollars ($10,000.00) (the "Mortgage Deposit"). Promptly upon Seller's receipt of any mortgage statements from F&M Bank of Long Beach with respect to monthly mortgage payments for the Property that are due and payable in February, 2017 and in March, 2017 (any such statement, a "Mortgage Statement"), Seller shall provide each of Buyer and Escrow Holder with a copy of the Mortgage Statement. Promptly upon receipt of a Mortgage Statement, Escrow Holder shall remit a portion of the Mortgage Deposit, in the amount due and payable pursuant to the Mortgage Statement (any such payment, a "Mortgage Payment") to F&M Bank of Long Beach, Note Department, P.O. Box 21337, Long Beach, CA 90801-4337 (the "Mortgage Holder"), and shall include with the Mortgage Payment a reference to "Sparr Liquor & Royal Oaks Liquor, Account Number: 9010161447." Each Mortgage Payment shall be applied toward the Purchase Price at Closing.

2.2.2 Return of Mortgage Payments. Notwithstanding anything contained in this Agreement to the contrary, if this Agreement is terminated for any reason other than as the result of a Buyer default, (i) Escrow Holder shall promptly return all funds remaining in Escrow from the Mortgage Deposit to Buyer, and (ii) Seller shall promptly pay to Buyer funds in the amount of all Mortgage Payments made by Buyer pursuant to Section 2.2.1 above.

3. Title.

3.1 Preliminary Title Report. Buyer shall order from First American Title Insurance Company ("Title Company"), for delivery to Buyer and Seller a current preliminary title report pertaining to the Real Property, together with complete and legible copies of all documents relating to the title exceptions and other matters referred to in such preliminary title report and a color-coded map plotting all easements referenced in such preliminary title report (collectively, the "Preliminary Title Report").

3.2 Survey. Buyer may obtain an ALTA survey for the Property (the "Survey") prepared by an engineer selected by Buyer in its sole discretion; provided that Buyer shall pay for the cost of such Survey.

3.3 Title and Survey Exceptions. On or before the date that is thirty (30) days following the Effective Date, Buyer shall notify Seller in writing ("Title Objection Notice") of any title exceptions identified in the Preliminary Title Report and/or Survey that Buyer disapproves in its sole and absolute discretion ("Title Objections"). Subject to Section 3.4 below, any exception shown on the Preliminary Title Report that is not listed as a Title Objection in the Buyer's Title Objection Notice will be deemed approved by Buyer and shall constitute a "Permitted Exception" hereunder. Buyer and Seller hereby agree that all non-delinquent property taxes and assessments as of the Closing shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby disapproves all deeds of trust, abstracts of judgment, delinquent taxes and assessments and other monetary liens affecting the Land (other than liens for non-delinquent property taxes and assessments as described above) and Seller hereby covenants to cause all such disapproved liens to be satisfied at Seller's sole cost and expense (including all prepayment penalties and charges) before or concurrently with the Close of Escrow from sales proceeds or otherwise. If Buyer fails to timely provide a Title Objection Notice, such failure shall be deemed an election by Buyer to approve all title exceptions identified in the Preliminary Title Report. Seller shall have a period of ten (10) days following its receipt of the Title Objection Notice within which to notify Buyer in writing ("Title Objection Response") of its agreement to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection. Seller's failure to timely provide a Title Objection Response will be deemed an election by Seller to cure the Title Objections prior to the Close of Escrow. In the event that Seller is not willing to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection, Buyer shall elect, prior to the expiration of the date that is five (5) days after Buyer's receipt of the Title Objection Response, to either (i) waive its disapproval of such exception, in which case such exception shall then be deemed to be a Permitted Exception, or (ii) terminate its obligation to purchase the Property. Buyer's failure to give such notice shall be deemed an election to waive its disapproval of such exception. In the event Buyer elects to terminate its obligation to purchase the Property in accordance with this Section 3.3, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

3.4 Additional Exceptions. In the event of any supplement to or update of the Preliminary Title Report, or if the Survey discloses additional title exceptions (other than any resulting from Buyer's activities on the Property), Buyer shall have an additional ten (10) day period following Buyer's receipt of such supplement or update to approve or disapprove such item in its sole and absolute discretion. Any disapproval will be subject to the same notice/response provisions and right to a refund of the Deposits as set forth in Section 3.3 above.

4. Due Diligence Investigations.

4.1 Physical Inspections. Subject to compliance with the terms and conditions set forth below, from the Effective Date until the Closing, Buyer and Buyer's agents, employees, contractors, consultants and representatives (collectively, "Buyer's Agents") shall be entitled to enter onto the Property after providing not less than forty-eight (48) hours' notice to Seller to perform a complete review of the Property and all matters related to the Property as Buyer determines is necessary in Buyer's sole and absolute discretion and to perform any inspections, investigations, and tests of the Property, including but not limited to, geotechnical soil borings, test pits, physical inspections and other environmental tests of the Property, including, without limitation, destructive testing of the building and any other structures and/or improvements located on the Property, all at Buyer's sole cost and expense. In connection with Buyer's entry on the Property, Buyer shall comply with all of the following:

(a) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents activities conducted upon the Property. Buyer shall indemnify, defend and hold Seller and the Property free and harmless of and from all costs, expenses, damages, claims, liabilities, attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Property by Buyer and Buyer's Agents, but excluding any latent defects or "Hazardous Materials" (as that term is defined in Section 12.1.8 below) discovered by Buyer during its investigation of the Property.

(b) Buyer or Buyer's Agents prior to entering the Property shall provide Seller with a certificate of general liability insurance, with a combined single limit of liability not less than One Million Dollars ($1,000,000.00).

(c) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer or Buyer's Agents in connection with any such inspection or entry and shall return the Property to the condition existing prior to such entry, but excluding any latent defects or Hazardous Materials discovered by Buyer during its investigation of the Property.

4.2 Credit Towards Purchase Price. In the event that the inspections and tests conducted by Buyer and Buyer's Agents pursuant to Section 4.1 above reveal that the building or any other structures and/or improvements located on the Property has asbestos and/or lead-based paint, Buyer shall promptly notify Seller, and within thirty (30) days thereafter Buyer shall obtain a quote for the removal of the asbestos and/or lead-based paint (as applicable) from a contractor registered with and certified by Cal/OSHA to remove asbestos and/or lead-based paint (as applicable). Buyer shall receive a credit towards the Purchase Price in the amount of Buyer's quote for conducting the removal of the asbestos and/or lead-based paint (as applicable); provided, however, that the maximum credit shall be Ten Thousand Dollars ($10,000). Any additional costs for conducting the removal of the asbestos and/or lead-based paint (as applicable) (e.g., the costs beyond Ten Thousand Dollars ($10,000)) shall be subject to Buyer's approval pursuant to Section 4.4 below.

4.3 Review of Due Diligence Materials. Within five (5) days following the Effective Date, Seller shall, to the extent the same are within Seller's possession or control, deliver to Buyer copies of all agreements, documents, materials or information relating to the Property including, without limitation, consultant contracts, Phase I and Phase II reports, engineering studies, improvement plans, consultant reports, ALTA surveys, appraisals, and site and landscape plans (collectively, the "Due Diligence Materials"). During the period commencing on the Effective Date until the Closing, Buyer and Buyer's Agents shall have the right to review the Due Diligence Materials, and any other materials or matters Buyer in its sole and absolute discretion may elect to obtain and review with respect to the Property. In the event Buyer terminates this Agreement prior to Closing, Buyer shall return to Seller all Due Diligence Materials provided by Seller to Buyer.

4.4 Due Diligence Notice. Buyer shall have the absolute right, during the period commencing on the Effective Date and expiring at 5:00 p.m. California time on the forty-fifth (45th) day following the Effective Date (the "Due Diligence Period"), to elect to approve or disapprove, in Buyer's sole discretion, the suitability of the Property for Buyer's intended purposes. In the event Buyer (for any reason or no reason) disapproves the Property, Buyer may terminate its obligation to purchase the Property by delivering written notice ("Disapproval Notice") of its disapproval of the Property to Seller at any time prior to the expiration of the Due Diligence Period, in which case Buyer's obligation to purchase, and Seller's obligation to sell the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. In the event that Buyer elects in its sole and absolute discretion to approve all matters relating to the Property, then prior to the expiration of the Due Diligence Period, Buyer shall deliver written notice ("Approval Notice") of its approval of the Property to Seller. If Buyer fails to deliver a Disapproval Notice or an Approval Notice to Seller prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have delivered an Approval Notice. In the event that the inspections and tests conducted by Buyer and Buyer's Agents pursuant to Section 4.1 above reveal that the building located on the Property has asbestos and/or lead-based paint, Buyer may, in its sole and absolute discretion, extend the Due Diligence Period for up to thirty (30) days, by providing Seller with written notice thereof.

5. Conditions Precedent. The following shall be the conditions precedent to the Parties' obligations to consummate the purchase and sale transaction contemplated herein:

5.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in Buyer's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Buyer and may only be waived by Buyer in writing:

5.1.1 Owner's Policy. Title Company shall be irrevocably committed to issue, at the Closing, its standard coverage owner's title insurance policy, and provided Buyer provides the Survey to the Title Company (in a form that meets the Title Company's reasonable requirements), its extended coverage ALTA Owner's Title Insurance Policy (2006 Form) in a form satisfactory to Buyer, with liability equal to the Purchase Price, showing fee title to the Property vested in Buyer, free and clear of any and all tenancies and/or rights of third parties affecting all or any portion of the Property, subject only to the Permitted Exceptions (the "Owner's Policy").

5.1.2 Due Performance. Seller shall not be in default under this Agreement, and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.1.3 Seller's Representations and Warranties. Each representation and warranty made in this Agreement by Seller shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.1.4 Condemnation. This Agreement shall not have been terminated by Buyer as a result of any condemnation or threatened condemnation of the Property as described in Section 17 hereof.

5.1.5 Seller Deliveries. Seller shall have delivered to Escrow Holder the items described in Section 7 hereof.

5.1.6 No Pending Action. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect the Seller's ability to unconditionally perform its obligations under this Agreement; and there shall exist no pending or threatened action, suit or proceeding with respect to the Seller before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

5.1.7 No Termination by Buyer. Buyer shall not have elected to terminate its obligation to purchase the Property pursuant to Section 3.3, Section 3.4, or Section 4.4.

5.1.8 Condition of Property. There shall have been no material adverse change in the physical or environmental condition of the Property which was not caused by Buyer.

5.2 Buyer's Waiver of Conditions. Buyer may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Buyer's obligations under Section 5.1 or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. In the event any of the conditions precedent for the benefit of Buyer that are contained in this Agreement are not completely fulfilled and satisfied, or waived by Buyer pursuant to the immediately preceding sentence, then in addition to any other rights or remedies Buyer may have, Buyer may terminate its obligation to purchase the Property, and (a) Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and (b) neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. Any termination of this Agreement due to a default by Seller shall not be a limitation on Buyer's remedies.

5.3 Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in Seller's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing:

5.3.1 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items required to be delivered by Buyer pursuant to Section 8 hereof.

5.3.2 Due Performance. Buyer shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.3.3 Buyer's Representations and Warranties. Each representation and warranty made in this Agreement by Buyer shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

6. Covenants During Escrow.

6.1 Operation of the Property Prior to Close of Escrow. From the Effective Date until the earlier of the Closing or the termination by Buyer or Seller of its obligation to complete the transfer of the Property, Seller covenants and agrees to all of the following:

6.1.1 Operations. Seller shall (A) maintain the Property in its current condition, (B) maintain property and liability insurance related to the Property at the level and with the insurance companies that Seller currently maintains, (C) comply with all federal, state, local and other laws, ordinances, rules, regulations and orders affecting or governing the use, occupancy, ownership or maintenance of the Property and promptly furnish Buyer with copies of any and all written notices or communications that it receives from any person, governmental or quasi-governmental entities regarding any violation by Seller of any such laws, and (D) not (except as otherwise specifically permitted or required pursuant to this Agreement, or as otherwise agreed or permitted by Buyer in writing in Buyer's sole and absolute discretion) (i) grant, create or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, right of occupancy or assessment on title that affects the Property, (ii) amend, extend or otherwise modify the terms of any existing lease, easement, right-of-way, encumbrance, lien, restriction or assessment that affects the Property; (iii) sell, transfer or otherwise convey or terminate, amend or otherwise modify any Intangible Property, (iv) enter into any further or amend any existing agreements, contracts, leases or rights of occupancy with respect to the Property, or (v) default under any contract, agreement, lease or obligation with respect to the Property. Seller shall promptly furnish Buyer with copies of any and all written notices or communications that it receives from any tenants, lenders or governmental or quasi-governmental entities or others regarding any claim of violation or default by Seller with respect to the use, occupancy, ownership or physical condition of the Property. Notwithstanding anything in this Agreement to the contrary, upon Seller's receipt of an Approval Notice from Buyer, or at such time as Buyer is deemed to have provided an Approval Notice pursuant to Section 4.4 above, Seller shall have the right to remove from the Real Property any personal property, including inventory, and fixtures (collectively, the "Seller Personal Property and Fixtures." Any Seller Personal Property and Fixtures removed from the

Real Property by Seller prior to the Close of Escrow shall remain the property of Seller, and shall not be transferred and sold to Buyer as part of the Property. As of the Close of Escrow, any Seller Personal Property and Fixtures remaining on the Real Property shall be deemed to be included in the Property and shall be transferred and sold to Buyer at the Close of Escrow. Buyer shall prepare a list of any such remaining Seller Personal Property and Fixtures, which list Buyer shall affix to the "Bill of Sale" (as that term is defined in Section 7.2 below).

6.1.2 Termination of Leases. Seller hereby covenants at its sole cost and expense to terminate any leases, licenses or occupancy rights so that Seller can deliver exclusive possession of the Property to Buyer at Closing free of any lease, license or occupancy rights.

6.1.3 Additional Disclosures. Seller shall promptly advise Buyer in writing of any material adverse change in the condition of any of the Property, the occurrence of any event or the discovery of any fact which would render any representation or warranty of Seller to Buyer in this Agreement untrue or materially misleading, and any written notice or other communication from any third person alleging that the consent of such third person is or may be required in connection with the transactions contemplated by this Agreement.

6.1.4 Seller Contracts. Seller shall cause any and all charges, fees, costs or expenses that have accrued under any contracts or agreements relating to the Property to which Seller is a party ("Contracts") to be paid in full on or prior to the Close of Escrow, and, at its sole cost shall terminate all Contracts effective on or prior to the Close of Escrow.

7. Seller's Closing Deliveries. Not less than one (1) business day prior to the Closing Date, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

7.1 One (1) fully-executed and acknowledged grant deed conveying the Real Property in the form attached hereto as **Exhibit "B"** ("Grant Deed");

7.2 One (1) fully executed bill of sale conveying any Seller Personal Property and Fixtures remaining on the Real Property as of the Close of Escrow in the form attached hereto as **Exhibit "C"** ("Bill of Sale");

7.3 One (1) fully executed assignment and assumption agreement assigning to Buyer all of Seller's environmental rights regarding the Property in the form attached hereto as **Exhibit "D"** ("Assignment Agreement");

7.4 A Certificate of Non-Foreign Status duly executed by Seller certifying that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, together with the equivalent California form (Form 593-C) confirming that Seller is not subject to withholding of any portion of the Purchase Price by Buyer pursuant to the California Revenue & Taxation Code (collectively, the "Non-Foreign Affidavits");

7.5 Any other document, instrument or agreement necessary to consummate the transactions contemplated herein reasonably requested by Buyer or Escrow Holder.

8. Buyer's Closing Deliveries. On or prior to the Closing Date, Buyer shall deliver to Escrow Holder the following items:

8.1 The balance of the Purchase Price;

8.2 Any other documents, instruments or agreements necessary to consummate the transactions contemplated herein reasonably requested by Seller or Escrow Holder.

9. Escrow and Closing.

9.1 Escrow Instructions. When this Agreement or counterparts hereof shall have been executed by Seller and Buyer and delivered to Escrow Holder, it shall constitute Escrow Holder's escrow instructions. Any standard form escrow instructions submitted by Escrow Holder or any other clarification or addition to the instructions contained herein shall, when executed by Buyer and Seller, constitute additional escrow instructions. In the event of any conflict between such additional instructions and this Agreement, the terms of this Agreement shall prevail.

9.2 Closing. The "Close of Escrow" or "Closing" means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. The Close of Escrow shall occur on or before April 9, 2017 (the "Closing Date"). Notwithstanding anything contained in this Agreement to the contrary, Buyer shall have the right, at any time and in its sole and absolute discretion, to designate a Closing Date earlier than the Closing Date otherwise described above in this Section 9.2 by giving Seller and Escrow Holder written notice of Buyer's earlier-designated Closing Date at least ten (10) days in advance of such earlier-designated Closing Date.

9.3 Close of Escrow. Provided that Escrow Holder shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Close of Escrow or of the termination of the Escrow, and if and when Buyer and Seller have deposited into Escrow the funds and documents required by this Agreement, and Title Company is irrevocably committed to issue the Owner's Policy concurrently with the Close of Escrow, Escrow Holder shall:

9.3.1 Record Documents. Cause the Grant Deed to be recorded in the Official Records of the County of Los Angeles;

9.3.2 Pay off Seller Mortgage. Provided Seller has delivered to Escrow Holder and Buyer a copy of a demand statement from the Mortgage Holder setting forth the outstanding balance owed on the Property mortgage (the "Outstanding Mortgage Balance"), Escrow Holder shall remit to Mortgage Holder, out of the portion of the Purchase Price deposited into Escrow by Buyer, payment in the amount of the Outstanding Mortgage Balance.

9.3.3 Deliver to Buyer. Immediately upon the recording of the Grant Deed, deliver to Buyer: (i) a conformed copy of the Grant Deed; (ii) the Bill of Sale; (iii) the Non-Foreign Affidavits; (iv) any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer hereunder; and (v) the Owner's Policy issued by Title Company.

9.3.4 Deliver to Seller. Immediately upon the recording of the Grant Deed, deliver to Seller the balance of the Purchase Price, after satisfying the closing costs, prorations and adjustments to be paid by Seller pursuant to this Agreement, and providing Buyer with credits pursuant to Section 4.2 above, any Mortgage Payments paid by Buyer pursuant to Section 2.2.1, and the Outstanding Mortgage Balance paid by Buyer pursuant to Section 9.3.2 above.

9.4 Real Estate Reporting Person. Escrow Holder is hereby instructed to comply with all applicable Federal, state and local reporting and withholding requirements relating to the close of this transaction. Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045 4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall, in addition to complying with any applicable state and local requirements, file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

10. Buyer to Pay All Closing Costs. Buyer shall pay all of Escrow Holder's escrow fee, all of Title Company's charges for the Owner's Policy, any charges for the city, county and/or other documentary transfer stamps, taxes and/or fees, any cost of recording the Grant Deed, and all other closing costs and charges. The foregoing provisions of this Section notwithstanding, should the obligations of Buyer to purchase, and Seller to sell, the Property be terminated in accordance with this Agreement, Buyer and Seller shall each pay one-half (1/2) of the cost of the escrow cancellation fees and other amounts due Escrow Holder and the Title Company; provided, however, that should this Escrow be terminated as a result of the default by one of the Parties hereto, the defaulting Party shall pay the entire amount of the cancellation fees and other amounts due Escrow Holder and the Title Company, and the non-defaulting Party shall have no liability therefor. Buyer and Seller shall each pay their own attorneys' fees in connection with the preparation and negotiation of this Agreement and in connection with the consummation of the transactions contemplated hereby.

11. Prorations. All non-delinquent taxes and assessments applicable to the Property, including, without limitation, all property taxes and assessments, shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. With respect to prorations related to real property taxes and assessments, the basis for said proration shall be the amount shown for real property taxes and assessments in the most recent installment for the fiscal year in which the Close of Escrow occurs. If no installment for the fiscal year in which Close of Escrow occurs is available, Buyer and Seller shall reasonably estimate such installment which shall be used to prorate taxes and assessments. No adjustment shall be made for any change in the real property taxes and assessments occurring by virtue of the sale of the Property to Buyer. The amount of such prorations shall be subject to adjustment in cash after the Close of Escrow outside of Escrow as and when complete and accurate information becomes available, if such information is not available on the Closing Date. Seller and Buyer agree to cooperate and use their best efforts to make such adjustments prior to ninety (90) days after the Close of Escrow.

12. Representations and Warranties.

12.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer (which Buyer is relying upon), which representations are true in all respects as of the date hereof and as of the Closing.

12.1.1 Due Authorization. The execution, delivery and performance of this Agreement by Seller have been duly authorized by the requisite action on the part of Seller, and no other authorization or consent is required therefor. No approvals, authorizations or consents of any public body or any other person or entity (except for those already obtained) are necessary in connection with this Agreement or the transactions contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, and is enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

12.1.2 Title. Seller is the sole owner of the entire right, fee title and interest in and to the Property with full right to convey the same, and without limiting the generality of the foregoing, Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property.

12.1.3 Eminent Domain. Apart from any actions initiated by Buyer, there are no existing, proposed, threatened or contemplated eminent domain proceedings that would affect the Property in any way whatsoever.

12.1.4 Litigation. There is no adverse claim, litigation or administrative proceeding or investigation pending or, to Seller's knowledge, threatened, that does or will affect Seller or the Property.

12.1.5 Violations of Law. The operation, use, development and ownership of the Property does not violate any ordinance, rule, law, regulation, requirement or order of any governmental or quasi-governmental authority or any agency, body or subdivision thereof and no investigation has been commenced or is contemplated respecting such possible violation. No notices of any current violation of governmental regulations, ordinances or laws relating to the Property have been received by Seller or entered against Seller, and no such violations exist.

12.1.6 Violation of Agreements. Neither this Agreement nor anything provided to be done hereunder, including but not limited to, the transfer, assignment and sale of the Property, violates or shall violate any contract, agreement or instrument to which Seller is a party or that affects the Property or any part thereof.

12.1.7 Defaults. Seller is not in default under, nor has Seller received, any notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any agreement, obligation, liability, covenant, condition, restriction, easement, encumbrance or any entitlement or governmental approval or requirement pertaining to any of the Property.

12.1.8 Hazardous Materials. To Seller's knowledge, the Property, including the building and any other structures and/or improvements thereon, and the subsurface soil and ground water, does not now contain nor, in the past has contained any Hazardous Materials in violation of applicable law. To Seller's knowledge, the ownership, operation, use or condition of the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, Hazardous Materials or environmental protection. Seller has not received from or given to any governmental authority or other party any notice or other communication or agreement relating in any way to the presence, placement, generation, transportation, storage, release, treatment or disposal of any Hazardous Materials or other environmental conditions on, at, under or about the Property. Neither Seller nor, to Seller's knowledge, any other person has generated, manufactured, stored, treated or disposed of Hazardous Materials on, into, over, under or from the Property or transported any Hazardous Materials to, from or across the Property. To Seller's knowledge, (a) the Property does not contain any underground treatment or storage tanks or water, gas or oil wells or any other underground improvements, (b) the Property has not been used in any way which has been alleged by any party to violate any federal, state or local law, ordinance or regulation relating to industrial hygiene, Hazardous Materials or environmental protection, and (c) the Property is not on any "Superfund" list under any applicable environmental law or is subject to any lien relating to any environmental matters. As used herein, "Hazardous Materials" shall mean any "Hazardous Material", "Hazardous Substance", "Pollutant" or "Contaminant", "Petroleum" and "Natural Gas Liquids" as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act "CERCLA" or any substance which is defined as a hazardous material, hazardous waste, or hazardous substance in any federal, state or local law, rule or regulation, and any other substance regulated because of its affect or potential affect on public health or the environment, including, but not limited to, any radioactive substance, hydrocarbons, industrial solvents, metals, flammable materials, explosives, asbestos, lead-based paint, or other hazardous substance or toxic material, which could presently or at any time in the future cause a detriment to or impair the value or beneficial use of the Property or constitute or cause a health, safety, or environmental hazard on the Property or to any person who may enter on the Property, or which may require remediation at the behest of any governmental authority, including, but not limited to, in connection with the removal of the building and any other structures and/or improvements located thereon.

12.1.9 Bankruptcy. No attachments or execution proceedings and no assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Seller or concerning all or part of the Property, nor are any of such proceedings contemplated by Seller, nor has Seller ever been a debtor under any case commenced under the United States Bankruptcy Code. Seller has not been insolvent for the last one hundred twenty (120) days preceding the Effective Date.

12.1.10 Other Property Matters. There are (i) no agreements, written or oral, under which Seller is or could become obligated to sell, convey, transfer or lease the Property, or any portion thereof or any right, title or interest therein, to a third party, (ii) no liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies or materials which may affect title to or use of the Property after the Closing; (iii) no adverse or other parties in possession of all or any portion of the Property and no party other than Seller and Buyer has any right thereto or to the use of the Property.

12.1.11 Due Diligence Materials. The Due Diligence Materials delivered to or inspected by Buyer pursuant to the terms hereof are complete and true and correct copies of such documents or original counterparts thereof and Seller is aware of no material inaccuracy in or material misrepresentation of the matters contained therein and the Due Diligence Materials are all the material documents and information in Seller's possession or control relating to the Property.

12.1.12 Consultant Agreements. All amounts payable by Seller pursuant to any contract or agreement affecting the Property have been and will continue to be paid on a current basis until the Close of Escrow, and Buyer will have no obligation or liability with respect to any such contracts or agreements following the Close of Escrow.

12.2 Representations and Warranties of Buyer. Buyer hereby makes the representations and warranties set forth in this section for the benefit of Seller and its successors and assigns. Buyer shall notify Seller in writing immediately if Buyer becomes aware that any representation or warranty has become untrue or misleading in light of information obtained by Buyer after the Effective Date.

12.2.1 Authority. Buyer is a California municipal corporation. Buyer has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution of delivery of this Agreement by Buyer has been duly authorized by the City Council of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

12.2.2 Litigation. There are no claims, actions, suits or proceeding continuing, pending or to Buyer's actual knowledge, threatened, which would materially adversely affect Buyer or this transaction.

12.3 Survival of Representations. The express representations and warranties made in this Agreement shall survive the Close of Escrow and shall not merge into any instrument or conveyance delivered at the Close of Escrow.

12.4 Remedies and Cure Rights. Seller shall give Buyer immediate written notice of any representations or warranties of Seller that become untrue during the term of this Agreement. In the event that, prior to the Closing, Buyer has actual knowledge of any breach by Seller of any representation or warranty under this Agreement (which representation Seller has not intentionally caused to become untrue and was true when made on the Effective Date), then (a) prior to the Closing, Buyer may elect (as its sole right and remedy) not to consummate the Closing and, instead, elect to terminate this Agreement; and (b) if, notwithstanding Buyer having actual knowledge of such breach prior to Closing Date, the Closing occurs then, after such Closing, Buyer shall have no right or remedy against Seller on account of such breach. In the event that Buyer elects to terminate this Agreement pursuant to the preceding sentence, Buyer shall be required to first deliver a written notice to Seller which shall set forth the nature of the breach. Seller shall then have the right to elect, by delivery of written notice to Buyer not later than three (3) business days following receipt of Buyer's termination notice, to extend the Closing

Date for a period of thirty (30) days to enable Seller to cure said breach. In the event that Seller fails to timely send a cure notice or actually fails to timely cure such breach to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement as of the expiration of the thirtieth (30th) day following Buyer's termination notice. Notwithstanding the foregoing or anything herein to the contrary, in the event that Seller causes a representation to become untrue and was true when made on the Effective Date or a Seller representation was untrue when made on the Effective Date, Buyer shall have all rights and remedies available at law or in equity as a result of such breach.

13. As-Is Sale. EXCEPT WITH RESPECT TO THE COVENANTS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER DOES HEREBY ACKNOWLEDGE AND AGREE THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS, WITH ALL FAULTS" CONDITION AS OF THE CLOSE OF ESCROW. EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY; AND BY THE CLOSE OF ESCROW, BUYER SHALL HAVE UNDERTAKEN ALL SUCH INSPECTIONS AND EXAMINATIONS IN CONNECTION WITH THE PROPERTY AS BUYER DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ZONING OF THE PROPERTY, THE PROPERTY'S COMPLIANCE WITH APPLICABLE LAWS, THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, AND THE AVAILABILITY OR LACK THEREOF OF ENTITLEMENTS FOR THE DEVELOPMENT AND USE OF THE PROPERTY), AND THAT BASED UPON THE SAME, BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE OF ITS AGENTS, CONSULTANTS, CONTRACTORS, VENDORS AND REPRESENTATIVES. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY REPRESENTATIVE, MEMBER, AGENT, EMPLOYEE, PROPERTY MANAGER, BROKER, PRINCIPAL, PARTNER, AFFILIATE OR CONSULTANT OF SELLER IS MAKING OR HAS MADE ANY WARRANTY OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) WITH RESPECT TO ALL OR ANY PART OF THE PROPERTY AS AN INDUCEMENT TO BUYER TO ENTER INTO THIS AGREEMENT AND THEREAFTER TO PURCHASE THE PROPERTY OR FOR ANY OTHER PURPOSE. EXCEPT WITH RESPECT TO THE COVENANTS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY EXPRESSLY DISCLAIMS (ON BEHALF OF ITSELF AND ANY PARTY AFFILIATED WITH OR RELATED TO BUYER) ANY AND ALL SELLER REPRESENTATIONS AND WARRANTIES (EITHER EXPRESS OR IMPLIED). BY REASON OF ALL OF THE FOREGOING, BUYER SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION, OR DEFECT IN CONNECTION WITH THE PROPERTY.

Initials: ______ Seller   S.D Seller   ______ Buyer

14. Seller's Waivers. Seller acknowledges and agrees that the compensation to be paid to Seller hereunder is in full, final, complete, and permanent consideration of all claims Seller has or may have, for damages, compensation, or benefits of any kind, arising out of Buyer's acquisition of the Property, and its consideration, passage, and implementation of the Duarte Town Center Specific Plan ("the Project"). Except for claims to the compensation provided for under this Agreement, Seller waives any claim for just compensation or damages of any kind (as more detailed below), or any compensation whatsoever arising out of Buyer's acquisition of the Property, and Buyer's pre-acquisition planning for, and execution and implementation of the Project. In addition, should the Escrow for any reason fail to close in the manner provided for herein, Seller hereby acknowledges that Buyer may file a condemnation action regarding the Property, naming the owner of the Property, any tenants or occupants, and others as defendants, and may apply for an order of prejudgment possession. Seller hereby consents to the issuance of an order of prejudgment possession as to its interest in the Property. Seller agrees that the compensation to be paid by this Agreement shall be in lieu of the deposit of the probable compensation pursuant to the Code of Civil Procedure, Section 1255.010. Seller's waiver includes, but is not limited to, any and all claims against Buyer for just compensation, leasehold bonus value, severance damage under Code of Civil Procedure Sections 1263.410 et seq., any claims for compensation of loss of business goodwill under Code of Civil Procedure Section 1263.510, interest, litigation expenses, costs of all types, any claims against Buyer relating to any physical or regulatory taking, construction activity, loss of use, or related impacts to any portions of the Property, any claims for lost rent, claims for business interruptions or lost profits, claims for impairment of access, relocation assistance, or benefits, or any claims whatsoever arising out of Buyer's planning and procedures leading up to Buyer's acquisition of the Property, its planning or other activities relating to the Project, consideration and passage of any resolution of necessity regarding the Property, and implementation of the Project. In this regard, and in furtherance of the intended release and waiver by Seller herein, Seller willingly, knowingly, voluntarily, and intentionally, waives, releases, and forever relinquishes and repudiates any rights or recourse it may have against Buyer or any of its successors arising from the application of, and forever relinquishes any and all rights it may have or could have in the future, pursuant to Code of Civil Procedure §1245.245, §1263.510, and §1263.615. These waivers include, but are not limited to, the following: (a) limitations on the use of the Property set forth in Code of Civil Procedure §1245.245(a); (b) the requirement that Buyer put the Property to public use within ten (10) years or either: (i) resell the Property to Seller, or (ii) adopt a resolution of necessity reauthorizing public use of the Property pursuant to Code of Civil Procedure §1245.245(b) or (c); (c) Seller's right to judicial review of Buyer's acquisition of the Property under Code of Civil Procedure §1245.245(d); (d) Seller's potential right of first refusal under circumstances covered by, and in accordance with, the procedures set forth in Code of Civil Procedure §1245.245(f); (e) the requirement that Buyer sell the Property as surplus under circumstances covered by, and in accordance with, the procedures set forth in Code of Civil Procedure §1245.245(g); (f) the requirement that Buyer pay any financial gain to Seller under circumstances covered by, and in accordance with, the procedures set forth in Code of Civil Procedure §1245.245(h); (g) the requirement that Buyer give written notice to Seller of the rights set forth in Code of Civil Procedure §1245.245;and/or (h) the requirement that Buyer offer Seller a one-year leaseback agreement for the Property, as provided in Code of Civil Procedure §1263.615. With respect to all the waivers stated herein, Seller acknowledges and agrees that such waivers relate to both known and unknown claims Seller may have, or claims to have, against Buyer. These waivers

shall be effective regardless of any later-discovered information, and in connection with such waivers, Seller voluntarily and knowingly releases any and all protections it may have under California Civil Code §1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
>
> Seller's Initials: [initials] S.D

All such waivers stated in this Agreement are intended to be full and final releases of any and all claims to which they pertain, and Seller warrants Buyer that it has had the opportunity to consult with legal counsel regarding the provisions of California Civil Code §1542, and the consequences and implications of waiving operation of the statute, and knowingly and voluntarily waives it.

15. Further Assurances. Seller will, whenever and as often as it shall be requested by Buyer, and Buyer will, whenever and as often as it shall be requested by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement, including without limitation, execution of any easement agreements with adjacent real property owners reasonably necessary for the development of the Property.

16. Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate its obligation to purchase the Property, in which case, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder.

17. Condemnation. If before the Close of Escrow, all or any portion of the Property is subject to an actual or threatened taking by a governmental or quasi-governmental entity or public authority other than Buyer, by the power of eminent domain or otherwise, Buyer shall have the right, exercisable by giving written notice to Seller within fifteen (15) days after Buyer's receipt

of written notice from Seller of such taking to either (a) to terminate its obligation to purchase the Property, in which case, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement, or (b) to accept the applicable portion of the Property in its then existing condition, in which case, all condemnation awards shall be paid or assigned to Buyer. If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such condemnation award without Buyer's prior written consent. Buyer's failure to deliver such notice within the time period specified shall be deemed to constitute Buyer's election to terminate its obligation to purchase the Property.

17.1 Notice and Cure. Notwithstanding anything contained in this Agreement to the contrary, if a party is in breach under this Agreement ("Defaulting Party") the other party shall deliver written notice to the Defaulting Party of such breach, and the Defaulting Party shall have until 5:00 p.m. California time on the date that is three (3) business days after the Defaulting Party's receipt of such written notice to cure the breach.

18. Miscellaneous Provisions.

18.1 No Waiver. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

18.2 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe or define the provisions in the portions of the Agreement to which they pertain. Each Party hereto, and counsel for each Party hereto, has reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement. This document shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail but the provision of this document that is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

18.3 Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreement, oral or written, and contain the complete, full, and entire agreement between the Parties on the subject matter hereof. This written Agreement supersedes all prior representations between the Parties relating to the subject matter hereof.

18.4 Amendments. This Agreement and any modifications, amendments or supplements hereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The parties may also deliver executed copies of this Agreement to each other by facsimile or electronic mail, which facsimile or electronic mail signatures shall be binding. Any facsimile or electronic mail delivery of signatures shall be followed by the delivery of executed originals.

18.5 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

18.6 Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement, the Close of Escrow, the recording of the Grant Deed conveying the Property to Buyer and all deliveries contemplated herein.

18.7 Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or State and National holidays, unless the period of time specifies "business days", in which case such period of time shall exclude Saturdays, Sundays and State and National holidays; provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State and National holiday, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or State and National holiday. For purposes of this Agreement, the phrase "State and National holiday" shall refer to any day in which any the Escrow Holder, Title Company and/or the Office of the County Recorder for the County of Los Angeles is/are closed for business.

18.8 Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is consummated or terminated in accordance with its terms.

18.9 INDEPENDENT COUNSEL. EACH PARTY TO THIS AGREEMENT ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH AND BE REPRESENTED BY INDEPENDENT COUNSEL OF SUCH PARTIES' CHOICE IN CONNECTION WITH THE NEGOTIATION, EXECUTION AND AMENDMENT OF THIS AGREEMENT. EACH PARTY FURTHER ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT MADE BY ANY OF THE ATTORNEYS AND REPRESENTATIVES OF THE OTHER PARTY WITH REGARD TO THE SUBJECT MATTER, BASIS, OR EFFECT OF THIS AGREEMENT.

18.10 Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

18.11 No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

18.12 ARBITRATION OF DISPUTES.

18.12.1 PROCEDURE. ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS") AND OTHERWISE, TO THE EXTENT NOT INCONSISTENT WITH THE FOREGOING, PURSUANT TO CALIFORNIA LAW. THE ARBITRATION SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA AND ADMINISTERED BY JAMS, WHICH WILL APPOINT A SINGLE ARBITRATOR. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 30 DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION AND THE DETERMINATION AND AWARD, IF ANY, MAY THEN BE ENFORCED AMONG THE PARTIES, WITHOUT FURTHER EVIDENTIARY PROCEEDINGS, AS IF ENTERED BY A COURT AT THE CONCLUSION OF A JUDICIAL PROCEEDING IN WHICH NO APPEAL WAS TAKEN. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

18.12.2 ACCEPTANCE OF ARBITRATION. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED ABOVE AND, AS APPLICABLE, BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT AND/OR THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BY PLACING THEIR INITIALS HERE:

(BUYER ________; SELLER S.M. S.D), THE PARTIES AGREE TO ARBITRATION.

18.13 <u>**JURY WAIVER**</u>. **BUYER AND SELLER EACH WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. BUYER AND SELLER EACH ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL. THIS SECTION 18.13 HAS BEEN INCLUDED ONLY FOR THE EVENT THAT, DESPITE THE PARTIES' INTENTION, THE AGREEMENT TO ARBITRATE DISPUTES IS HELD TO BE INAPPLICABLE, AND NOTHING IN THIS SECTION 18.13 IS INTENDED TO QUALIFY THE PARTIES' AGREEMENT TO ARBITRATE ALL DISPUTES.**

18.14 <u>Legal Fees</u>. If either Buyer or Seller brings any action, arbitration or suit against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such action or dispute, whether by final judgment or settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual attorneys' fees and expert witness fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including actual attorneys' fees incurred in enforcing, perfecting and executing such judgment.

18.15 <u>Tax Deferred Exchange</u>. The Parties agree to cooperate with each other in effecting a tax-deferred exchange or exchanges under Internal Revenue Code Section 1031; provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Close of Escrow shall not be delayed due to any exchange, (c) any rights of the non-exchange Party pursuant to this Agreement shall not be impaired due to any exchange requested by the other Party, (d) the non-exchange Party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other Party except those incurred in connection with the non-exchange Party's review of customary exchange documentation, and (e) the non-exchange Party shall not be required to take title to any other property in connection with any exchange requested by the other Party. Subject to the foregoing, the Parties agree to execute customary escrow instructions, documents, agreements, or instruments to effect an exchange. Each Party agrees to indemnify, defend and hold the other Party free and harmless from and against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) that may arise from the indemnifying Party's exchange.

18.16 <u>Broker</u>. Buyer and Seller each represent and warrant that no other broker, salesman or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions.

In the event of any other claim for broker's, consultant's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claim if it shall be based upon any statement, representation or agreement made by Buyer; and Seller shall indemnify, save harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation or agreement made by Seller.

18.17 Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), or by certified mail, postage prepaid, return receipt requested, as follows:

If to Seller, to:

George Y. Grair
3258 Brace Canyon Road
Burbank, CA 91504
Telephone: (818) 388-1292

And to:

Saman Diab
3111 Highland View Drive
Burbank, CA 91504
Telephone: (818) 846-9859

With a copy to:

Issam Aljaber CPA
330 N. Brand Blvd.
Suite 1020
Glendale CA 91203

If to Buyer, to:

City of Duarte
1600 Huntington Drive
Duarte, CA 92885-8714
Attention: Craig Hensley, AICP
Telephone: (626) 357-7931

With a copy to:

Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, California 92626
Attention: David B. Cosgrove, Esq.
Telephone No.: (714) 641-5100

If to Escrow Holder:	First American Title Company Homebuilder Services 18500 Von Karman Avenue, Suite 600 Irvine, CA 92612 Attention: Jeanne Gould, Sr. Escrow Officer Telephone: (949) 885-2405

A copy of any Notice given by Buyer or Seller to the other prior to the Close of Escrow shall also be given to Escrow Holder as above provided. Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by electronic communication or facsimile, or (iii) forty-eight (48) hours after the deposit of same in any United States Post Office mailbox in the state to which the Notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By: SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

By: Saman Diab

Saman Diab

By: GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By: George Y. Grair

George Y. Grair, Trustee

[Signatures continued on next page]

BUYER:

CITY OF DUARTE, a California municipal corporation

By:______________________________________
Darrell George, City Manager

ATTEST:

By: __________________________
Marla Akana, City Clerk

APPROVED AS TO FORM:
RUTAN &TUCKER, LLP

____
David B. Cosgrove, City Attorney

[End of signatures]

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under said Agreement, (iii) to make all filings required under Section 6045 of the Internal Revenue Code of 1986, as amended, and (iv) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under (a) this consent or otherwise, unless and until said Agreement, fully signed by the Parties, has been delivered to the undersigned, or (b) any amendment to said Agreement unless and until the same is delivered to the undersigned.

Date of Opening of Escrow: [____________], 2017

FIRST AMERICAN TITLE INSURANCE COMPANY

By:______________________________
Name: Jeanne Gould
Title:_____________________________

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

That certain real property located in the City of Duarte, County of Los Angeles, State of California, and more particularly described as follows:

PARCEL 3 OF PARCEL MAP NO. 827, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 14, PAGE 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8530-004-072

EXHIBIT "B"

GRANT DEED

[See Attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Duarte
1600 Huntington Drive
Duarte, CA 92885-8714
Attention: City Clerk

AND MAIL TAX STATEMENTS TO:

Same as above.

(Space Above Line For Recorder's Use Only)
(Exempt from Recorder's Fee pursuant to Government Code section 27383

GRANT DEED

FOR VALUE RECEIVED, SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE ("Grantor") hereby grants to CITY OF DUARTE, a California municipal corporation ("Grantee") all that certain real property situated in the County of Los Angeles, State of California, described on **Exhibit "1"** attached hereto ("Property"), together with (a) all improvements owned by Grantor and located on the Property as of the date of this Grant Deed and all fixtures contained in any such improvements, and (b) any and all easements, rights-of-way, privileges, rights and appurtenances benefiting, appertaining or belonging to the Property, including, without limitation, any and all streets and roads (whether opened or proposed) abutting the Property, abutters' rights, riparian rights, water or water rights and stock evidencing any such water rights, and/or oil, gas or other minerals laying under the Property.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of ____________, 2017.

GRANTOR:

SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By: SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

By:________________________________
Saman Diab

By: GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By:________________________________
George Y. Grair, Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ______________________________,
(insert name and title of the officer)

Notary Public, personally appeared ______________________________________,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ______________________________,
(insert name and title of the officer)

Notary Public, personally appeared ______________________________________,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________

CERTIFICATE OF ACCEPTANCE

This to certify that the interests in real property conveyed by the foregoing **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS** from (i) THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y GRAIR, TRUSTEE, AS TO AN UNDIVIDED FIFTY PERCENT and (ii) SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED FIFTY PERCENT to the CITY OF DUARTE, a California municipal corporation, is hereby accepted by the undersigned officer of the City of Duarte, on behalf of the City of Duarte, pursuant to authority conferred by Resolution No. 10-31 of the City Council of the City of Duarte adopted on July 27, 2010, and the City of Duarte consents to the recordation of said Agreement by its undersigned duly authorized officer.

CITY OF DUARTE, a California municipal corporation

By: ______________________________
Darrell J. George, City Manager

Dated: ____________________________

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ______________________, before me, ____________________________________,
(insert name and title of the officer)

Notary Public, personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature________________________________ (Seal)

EXHIBIT "1" TO GRANT DEED

DESCRIPTION OF PROPERTY

That certain real property located in the City of Duarte, County of Los Angeles, State of California, and more particularly described as follows:

PARCEL 3 OF PARCEL MAP NO. 827, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 14, PAGE 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8530-004-072

EXHIBIT "C"

BILL OF SALE

[See Attached]

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of ____________________, 2017, ("Effective Date"), by SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE ("Seller"), in favor of CITY OF DUARTE, a California municipal corporation ("Buyer"), with reference to the following facts:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, dated as of February __, 2017, between Seller and Buyer (the "Purchase Agreement"), respecting the sale of certain Property, which includes any personal property remaining on the Property as of the Close of Escrow, a list of which shall be compiled by Buyer (collectively, the "Abandoned Personal Property"). All capitalized terms used herein, unless indicated to the contrary, have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, Seller hereby grants, sells, transfers, assigns, conveys and delivers to Buyer the Abandoned Personal Property with respect to the Property.

Seller shall, upon request by Buyer, execute and deliver to Buyer such additional documents as Buyer may reasonably request in order to assign and transfer fully to and vest in Buyer all rights, title or interest in and to the Abandoned Personal Property, or to enable Buyer to realize upon or otherwise enjoy such rights and property.

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Buyer and Seller.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the Effective Date of this Bill of Sale.

SELLER:

SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By: SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

By:______________________________
Saman Diab

By: GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By:______________________________
George Y. Grair, Trustee

EXHIBIT “D”

ASSIGNMENT AND ASSUMPTION AGREEMENT

[See Attached]

GENERAL ASSIGNMENT

This GENERAL ASSIGNMENT("Agreement") is made as of _______________, 2017 (the "Effective Date"), by SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE ("Assignor"), in favor of CITY OF DUARTE, a California municipal corporation ("Assignee"), in connection with that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions between Assignor as the "Seller" and Assignee as the "Buyer" dated as of February __, 2017, as the same has been or may be amended (the "Purchase Agreement") pursuant to which Assignor agreed to sell to Assignee the "Property" described therein.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby unconditionally assigns and transfers to Assignee all of Assignor's right, title and interest (but not obligations) in and to the following arising out of the Property (collectively , the "Assigned Rights"):

(a) all of Assignor's right, title and interest in and to any contracts and agreements, oral or written, applicable to the environmental condition of the Property, including but not limited to, any indemnities, guaranties or warranties;

(b) the right to all environmental claims or defenses with respect to the Property; and

(c) all legal and equitable claims, causes of actions and rights against any third parties with respect to the environmental condition of the Property, including but not limited to, previous owners or developers of the Property, any contractors, subcontractors, consultants or other suppliers of materials or services with respect to the Property, including all architects, engineers and designers with respect to any work performed on or with respect to the Property or any improvements thereon that may have had an impact, directly or indirectly, on the environmental condition of the Property.

2. Further Assurances. Assignor shall execute and deliver to the Assignee any additional instrument or other document that Assignee reasonably requests to evidence the assignment of the Assigned Rights hereunder promptly upon request. Assignor shall cooperate and assist Assignee in obtaining any consents required to effectuate this Agreement.

[Signature on next page]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the Effective Date.

ASSIGNOR:

SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By: SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

By:________________________________
Saman Diab

By: GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE

By:________________________________
George Y. Grair, Trustee

AGREEMENT FOR PURCHASE AND SALE

OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

BY AND BETWEEN

SAMAN DIAB, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND GEORGE Y. GRAIR, TRUSTEE OF THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, WHO ACQUIRED TITLE AS THE GEORGE Y. GRAIR AND CARMEN R. GRAIR FAMILY TRUST U/D/T DATED JUNE 28, 2010, GEORGE Y. GRAIR, TRUSTEE , as Seller

AND

CITY OF DUARTE,
a California municipal corporation, as Buyer

TABLE OF CONTENTS

EXHIBITS

Agenda Memo
City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: February 14, 2017

Subject: Measure H Information

Staff is requesting direction from the City Council as to whether to bring back a Resolution in Support of Measure H; a Countywide ¼ cent Tax Measure that will be in place for 10 years, to prevent and combat homelessness in Los Angeles County.

Background

To tackle the pervasive and deepening homeless crisis, endangering the health and safety of approximately 47, 000 persons including veterans and children, the Los Angeles County Board of Supervisors in 2015 launched a Homeless Initiative Planning process. The Initiative included 18 policy summits on nine topics from October to December and brought together over 100 community partners and stakeholders, 25 County departments, 30 cities including Duarte and other public agencies. The Initiative generated 47 coordinated and integrated strategies that covered six areas in the battle against homelessness. The areas were prevention, housing subsidies, increased income, case management, creation of a coordinated entry system and increase affordable homeless housing.

In fiscal year 2016-17, the Board approved new, one-time funding to initiate the implementation of the strategies developed by the Homeless Initiative; however, this funding will not sustain the recommended strategies through 2017. Thus, with the need for an ongoing revenue and at the urging of county-wide homeless advocates and service providers, the Board unanimously voted to place Measure H on the March 7th ballot. To recap, Measure H creates a ¼ cent sales tax for 10 years whose proceeds can only be used to prevent and combat homelessness across Los Angeles County.

At the first meeting in January, the City Council requested a presentation on Measure H at an upcoming City Council meeting. At the January 24th City Council meeting, Beth Stickler, Deputy Director of MoveLa made a presentation to the Council on the benefits of the measure (outlined above) and requested City Council support. Council directed staff to return with more information on the Measure.

Discussion

As part of the Manager's Office regular attendance, staff recently heard at the SGVCOG City Managers steering committee meeting a presentation on Measure H by Los Angeles County staff. Several questions were brought up the City Manager's group primarily dealing with two areas; how the revenue would be spent over the life of the tax, in addition to concerns about how County land use authority within their respective communities would play out. Specifically, with the tax revenue collected from H, does the county have the right to use this money to buy land within a community and build a project with or without the city's concurrence. Or, if the County currently owns land in the community, can they build a homeless housing project regardless of council or community input?

Finally, does this measure give the county a large fund to meet their public purpose with very little local input or control? For example, the 20-member planning board that contains a few local representatives can make recommendations to the oversight board called out in the Ordinance. However, the Ordinance is silent as to whether the oversight board must follow or even consider this input. The cities would like answers to these questions and have the language spelled out in the Ordinance prior to the election.

Unfortunately, different from the recent Parks measure that solicited City input months in advance, there isn't time for the Ordinance associated with the Measure to be changed with the election approximately one month away. Thus, the City Manager's Steering Committee took no position on this Measure, although the group strongly agreed something regionally needs to be done to combat homelessness.

Fiscal Impact

Depending on passage of Measure H, the San Gabriel Valley and possibly the City of Duarte will receive an undetermined amount of funding to combat homelessness. However, the language in the Ordinance does state the funds will be fairly and equitably shared across the County through a collaborative process and every region will see an increase in funding for homeless services and housing.

Attachment – Model Support Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUPPORTING THE LOS ANGELES COUNTY PLAN TO PREVENT AND COMBAT HOMELESSNESS TAX MEASURE (MEASURE H) ON THE MARCH 7, 2017, BALLOT

WHEREAS, the County of Los Angeles is facing a pervasive and deepening homeless crisis that threatens the economic stability of the region by burdening emergency medical services and social services; and

WHEREAS, according to the 2016 Homeless Count released by the Los Angeles Homeless Services Authority, the number of people experiencing homelessness in L.A. County on any given night was approximately 46,874, an overall increase of 6% from 2015, and 19% more than in 2013; and

WHEREAS, current County resources are not sufficient to fund County-wide initiatives and services to combat homelessness on an ongoing basis, or at the levels required to address the current crisis within the County; and

WHEREAS, an ongoing revenue measure is critical if Los Angeles County is to fully honor any long-term commitments to address the regional homeless crisis; and

WHEREAS, Los Angeles County has placed Measure H (the Los Angeles County Plan to Prevent and Combat Homelessness Tax Measure) on the March 7, 2017, ballot, which will add a ¼-cent sales tax for 10 years, and can only be used to prevent and combat homelessness across Los Angeles County; and

WHEREAS, Measure H requires a Citizen's Advisory Committee to ensure that the funding is effectively spent, and that it will be fairly and equitably shared across the County through a collaborative process, so that every region will see an increase in funding for homeless services and housing; and

WHEREAS, Measure H will help 45,000 people experiencing homelessness to obtain permanent stable housing, and another 30,000 people to avoid becoming homeless;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte hereby supports the Los Angeles County Plan to Prevent and Combat Homelessness Tax Measure (Measure M) placed before the voters in Los Angeles County on March 7, 2017, to generate new revenue to prevent and combat homelessness.

PASSED, APPROVED, AND ADOPTED this --- day of ------, 2017.