



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

TUESDAY, JANUARY 24, 2023
7:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

7:00 PM OPEN SESSION - REGULAR MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

B. Public Safety Department Update

C. Presentation by Frontier - Local Broadband Expansion

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

C. Approval of Minutes - January 10, 2023 (CC/HA/FA)

D. Approval of Warrants - January 24, 2023 (CC/HA/FA)

E. Receive and file the Public Safety Department Status Report

F. Adoption of Revised Personnel Rules and Regulations

Recommendation: Approve revised Personnel Rules and Regulations attached as Exhibit A.

G. Consideration of a Resolution Proclaiming the Termination of Local Emergency

Recommendation: Adopt Resolution No. 23-02 proclaiming the termination of a local emergency related to the Fish Fire.

H. Consideration of a Professional Services Agreement with LPA for Fitness Center and Aquatic Preliminary Assessment

Recommendation: 1) Authorize the City Manager to execute a Professional Services Agreement with LPA in the amount of \$39,000 for an Aquatic Preliminary Assessment at the Fitness Center, which includes potential options for the general replacement of the existing pool deck and ADA site improvements; and 2) approve a budget amendment of \$30,000 from the General Fund (100-605-7965).

I. Second Reading of Ordinance No. 915

Recommendation: Adopt by second reading Ordinance No. 915 regarding electronic and paperless filings of Fair Political Practices Commission Campaign Disclosure Statements.

J. Approval of Certificates of Appreciation Recognizing Duarte Historical Museum Volunteers

Recommendation: Approve Certificates of Appreciation for the Duarte Historical Museum Volunteers.

K. Approval of a Thank You Letter to Congresswoman Grace Napolitano

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS

A. Consideration of a Professional Services Agreement with Architerra, Inc to Develop Construction Drawings for Huntington Drive Medians

Recommendation: 1) Authorize the City Manager to sign a professional services agreement with Architerra, Inc to develop construction drawings for landscape upgrades to the Huntington Drive medians; and 2) approve a budget amendment for \$232,650 for the work.

B. Consideration of a Resolution to Establish a Reward for Information Leading to the Identification, Apprehension, and Conviction of Any Person for the Application of Graffiti in Violation of the Duarte Municipal Code

Recommendation: Adopt Resolution No. 23-03 establishing a reward for the information leading to the identification, apprehension, and conviction of any person for the application of graffiti in violation of the Duarte Municipal Code.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 19th day of January, 2023.

Annette Juarez
City Clerk



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: January 19, 2023
SUBJECT: Comments on Agenda Items, Meeting of January 24, 2022

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

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

ITEM 4C. (Special Items). A representative from Frontier Communications will provide a presentation on the expansion of local broadband infrastructure.

ITEM 7.F. (Consent Calendar). Staff is recommending that the City Council approve the revised Personnel Rules and Regulations.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 23-02 proclaiming the termination of a local emergency related to the Fish Fire.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute a Professional Services Agreement with LPA in the amount of \$39,000 for an Aquatic Preliminary Assessment at the Fitness Center; and approve a budget amendment in the amount of \$30,000 from the General Fund.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council adopt by second reading Ordinance No. 915 regarding electronic and paperless filings of Fair Political Practices Commission Campaign Disclosure Statements.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council approve Certificates of Appreciation for the Duarte Historical Museum volunteers.

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council approve a thank you letter to Congresswoman Grace Napolitano for her advocacy efforts that resulted in the City receiving a \$1.6 million grant for improvements to the Donald and Bernice Watson Recreational Trail.

ITEM 10.A. (Business Items). Staff is recommending that the City Council authorize the City Manager to sign a Professional Services Agreement with Architerra, Inc. for the development of construction drawings for landscape upgrades to the Huntington Drive medians; and approve a budget amendment for \$232,650.

ITEM 10.B. (Business Items). Staff is recommending that the City Council adopt Resolution No. 23-03 establishing a reward for information leading to the identification, apprehension, and conviction of any person for the application of graffiti in violation of the Duarte Municipal Code.

Respectfully submitted,

Dr. Daniel Jordan
City Manager

CITY OF DUARTE
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF DUARTE
TUESDAY, JANURARY 10, 2023 – 4:30 P.M

1. CALL TO ORDER

Mayor Schulz called the Special Meeting to order at 4:45 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang (arrived at 5:20), Lewis (arrived at 5:04), Truong, Garcia, Martin Del Campo, Schulz

Councilmembers Absent: None

Staff Present: Daniel Jordan, City Manager
 Annette Juarez, City Clerk
 Christine Soo, Deputy City Clerk/ Administrative Secretary

5. INTERVIEW OF CANDIDATES FOR VACANT CITY COMMISSION POSITIONS

The City Council interviewed the following candidates to fill City Commission vacancies:

Doris Anderson
Robert Meinert
Citlally Morinico
Alexander Streff
Yesenia Paez
Brian Quandt
Wallace Wolff
Jim Kirchner
Ryan Hsu
Shiu Kei (Thomas) Tsui
Patricia Dalessandro
Jo-Ann Oloteo
Michelle Wright
Daniel Becker

6. DISCUSSION OF INTERVIEWS AND CANDIDATES

The City Council discussed the interviews and deliberated over candidates to fill City Commission vacancies.

7. ADJOURNMENT – To Scheduled Regular City Council Meeting

At 7:15 p.m. the City Council adjourned the meeting to the scheduled regular City Council Meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

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

**TUESDAY, JANUARY 10, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the meeting to order at 7:24 p.m.

ROLL CALL:

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

2. PLEDGE TO THE FLAG

The flag salute was led by Victoria Rocha.

3. ADOPTION OF THE AGENDA

City Manager Jordan announced that the order of Business Item 10A and Business Item 10B will be switched. Business Item 10B, Appointments to City Commission Vacancies, will be discussed before Business Item 10A, Appointment to Intergovernmental Organizations. He also reported that a third business item will be added to the agenda, pertaining to the local emergency in Duarte.

City Attorney Phan reported that in order to comply with Brown Act regulations, the third Business Item 10C, Resolution No. 23-01, a resolution proclaiming the existence of a local emergency that occurred after the posting of the agenda, can be added to the agenda with a five-sevenths supermajority vote of the Council.

Moved by Councilmember Lewis, seconded by Councilmember Kang, and carried by the following vote of the Council to switch the order of Business Items 10A and 10B, to add Business Item 10C, and adopt the agenda as amended.

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

4. SPECIAL ITEMS

A. Community Development Department Update

Community Development Director Hensley provided a department update. He announced that Duarte was awarded 1.6 million dollars for revamping the Donald and Bernice Watson Recreational Trail; the Solano project on Fasana Road started a few weeks ago; the City Hall Courtyard project has been delayed due to the rain; the Melcanyon Road cleanup is underway due

to the rain; the department is working with the City attorney regarding property acquisitions, and he reported on traffic signal and median upgrades on Huntington Drive and Highland Avenue.

B. Parks and Recreation Department Update

Parks and Recreation Director Enriquez provided a department update and upcoming events; the City will be having an event to honor Martin Luther King, Jr. on January 12th and a job shadowing day on February 2nd; he provided an update on facility maintenance regarding the City's pool deck.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Francis Fong, blood drive coordinator from City of Hope, announced the upcoming blood drive.

Joanna Gee, from Duarte Library, announced upcoming library program and events

Assistant to the City Manager Rocha announced upcoming City events.

Councilmember Finlay shared a few words in memory of Kayla Khouzam, a Duarte resident who passed away before the new year.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

None.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – December 13, 2022. (CC/HA/FA)
- D. Approval of Warrants – December 27, 2022 and January 10, 2023. (CC/HA/FA)
- E. Receive and file the Community Development Department Status Report for January 2023.
- F. Receive and file the Parks and Recreation Department Status Report for January 2023.
- G. Second Reading of Ordinance No. 914 adopting building Code Updates.

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

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

First Reading of Ordinance No. 915

City Clerk Juarez provided a staff report regarding the electronic and paperless filing of FPPC campaign disclosure statements and statements of economic interest through Netfile, an online electronic filing system. She reported that the Netfile filing system has been approved by the

California Secretary of State, it meets the requirements set forth by Government Code Section 84615, and adopting of the ordinance would permit filers to have the option of filing electronically.

Mayor Schulz opened the Public Hearing at 7:59 p.m.

No members of the public spoke.

City Clerk Juarez announced that no written comments were received.

Mayor Schulz closed the public hearing at 7:59 p.m.

Motioned by Mayor Pro-Tem Truong, seconded by Councilmember Kang, and carried by the following vote of the Council to approve the first reading of Ordinance No. 915.

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

10. BUSINESS ITEMS

A. Appointments to City Commission Vacancies

Mayor Schulz shared that the Council interviewed many great candidates for the commission vacancies. She announced the following appointments to the commission vacancies:

Parks and Recreation Commission - James Finlay and Alexander Streff

Planning and Economic Development Commission - Wally Wolff, Daniel Becker, and Brian Quandt

Public Safety Commission - Ken Bell, Jo-Ann Oloteo, and Michelle Wright

Public Utilities, Communications, and Technology Commission - Pattie Dalessandro and Ryan Hsu

Public Works and Traffic Safety Commission - Jim Kirchner, Shui (Thomas) Tsui, and Yesenia Paez

Moved by Councilmember Garcia, seconded by Councilmember Lewis, and carried by the following vote of the Council to appoint the selected candidates to the commission vacancies.

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

B. Appointments to Intergovernmental Organizations

Mayor Schulz announced the following appointments to the intergovernmental organizations:

City Manager as the representative and full Council as the alternates to Area “D” Emergency Services.

Councilmember Lewis as the delegate and full Council as the alternates to the California Contract Cities Association.

Councilmember Finlay as the delegate and full Council as the alternates to the City Selection Committee.

Mayor Schulz as the delegate and Councilmember Martin Del Campo as the alternate to the Community Education Council.

Councilmember Martin Del Campo as the delegate and Councilmember Lewis as the alternate to the Duarte Community Coordinating Council.

Mayor Pro-Tem Truong as the delegate and Councilmember Lewis as the alternate to the Duarte Community Service Council.

Councilmember Finlay as delegate and Mayor Schulz as the alternate to the Duarte Education Foundation.

Mayor Pro-Tem Truong as the delegate and Councilmember Kang as the alternate to the Foothill Employment and Training Consortium.

Councilmember Garcia as the delegate and Councilmember Lewis as the alternate to Foothill Transit.

Mayor Schulz as the delegate and Councilmember Martin Del Campo as the alternate to the Gold Line Phase 2 JPA.

Councilmember Finlay as the delegate and City Manager and full Council as the alternates to the Joint Powers Insurance Authority.

Councilmember Lewis as the delegate and full Council as the alternates to the League of California Cities.

Mayor Schulz as the delegate and Councilmember Martin Del Campo as the alternate to the San Gabriel Valley Council of Governments.

Mayor Pro-Tem Truong as the representative on the San Gabriel Valley Council of Government Energy, Environment, and Natural Resources Committee.

Mayor Schulz as the representative on the San Gabriel Valley Council of Government Homeless Committee.

Councilmember Kang as the representative on the San Gabriel Valley Council of Government Transportation Committee.

Mayor Pro-Tem Truong as the delegate and Councilmember Garcia as the alternate for the San Gabriel Valley Economic Partnership.

Councilmember Finlay as the representative for the San Gabriel Valley Vector Control District.

Mayor Schulz as the delegate and Councilmember Finlay as the alternate on Sanitation Districts 15 and 22.

Councilmember Finlay as the delegate and full Council as the alternates to the SoCal Association of Governments.

Moved by Councilmember Finlay, seconded by Councilmember Garcia, and carried by the following vote of the Council to appoint the selected members of Council to the intergovernmental organizations.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

C. Adoption of Resolution No. 23-01 Proclaiming the Existence of a Local Emergency

This item was added to the agenda by a supermajority vote of the Council during the Adoption of the Agenda.

Public Safety Services Director Villalobos gave a staff report regarding the local emergency due to the rainstorm that occurred on January 9, 2023 and January 10, 2023; he reported that Melcanyon Road was closed on the night on January 9, 2023 due to the debris and mudflow; the Emergency Operations Center (EOC) was activated on the night of January 9, 2023; and the field services team estimated about 100 cubic yards of mud and debris will need to be cleaned up.

Moved by Mayor Pro-Tem Truong, seconded by Councilmember Kang, and carried by the following vote of the Council to adopt Resolution No. 23-01, proclaiming the existence of a local emergency.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

Lino Paras spoke about debris flow on Melcanyon and expressed his concerns regarding graffiti being shown behind news reporters on camera.

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

City Manager Jordan commended the Public Safety staff and their swift response to the impacts caused by the rainstorm.

Councilmember Martin Del Campo thanked staff for the Day Camp Programs.

Mayor Pro-Tem Truong thanked Public Safety staff for their hard work.

Councilmember Finlay reported that she attended the Contract Cities conference.

Councilmember Garcia reported that he attended a holiday event at Beardslee Academy where he met a family in need; he gave a shoutout to former Mayor and Kiwanis Member Lois Gaston and State Assemblymember Blanca Rubio for their assistance in obtaining supplies for the family in need; he thanked Congresswoman Napolitano for the grant for the recreation trail; and thanked everyone who applied and interviewed to be a city commissioner.

Councilmember Kang expressed concerns for some homeless individuals congregating at the Big Lots parking lot; he thanked Congresswoman Napolitano for the grant to revamp the recreation trail; and he thanked Assistant to the City Manager Rocha for her work in obtaining the grant.

Councilmember Lewis apologized for missing the last meeting; he thanked all the candidates who applied and interviewed to be a commissioner; he requested that Staff send a thank-you letter to Congresswoman Napolitano for the grant for the recreation trail; and he wished everyone a happy new year.

Mayor Schulz thanked staff for the tremendous holiday events; she shared that she purchased a shield for the catalytic converter on her car and informed everyone that they can purchase shields and have them installed at Mountain View; she thanked everyone who applied to be a city commissioner.

13. ADJOURNMENT

At 8:40 p.m. the City Council adjourned the meeting in memory of Kayla Khouzam.

Jody Schulz, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1205-7636	TOM'S CLOTHING & UNIFORMS ...	CSO F Carrillo Uniforms	2882		85.98
100-1605-7612	CALIFORNIA PARK & RECREATI...	Marilyn Mays Membership 2/1/2023 - 1/31/2024	218231		170.00
100-1010-7685	GRANICUS INC	Granicus Training	2863		450.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 10/30/22 - 11/12/22	2850		5,045.75
100-1605-7736	CAPITAL ONE	Winter Recital Supplies	BD23-0880		39.38
100-1405-7965	KOSMONT COMPANIES	Huntington/Buena Vista Econ Dev Analysis 11/2022	2867		253.50
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 11/13/22 - 11/26/22	2850		3,035.88
100-1605-7735	CAPITAL ONE	TC Snack Bar/Vendor Event Supplies	BD23-0880		206.48
100-1020-7716	CAPITAL ONE	Holiday in the Park Supplies	BD23-0880		29.44
100-1605-7733	CAPITAL ONE	Senior Ctr Supplies	BD23-0880		50.37
100-1605-7730	CAPITAL ONE	Gingerbread Party Supplies	BD23-0880		24.18
100-1605-7733	CARLOS FELIPE PEREZ	SC New Years Brunch Entertainment 1/4/2023	218250		500.00
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	218240		140.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 11/27/22 - 12/10/22	2850		5,980.40
100-1205-7779	AUTOZONE	Vehicle 28, 29, 30 Tire Chains	218229		444.05
100-1415-7889	ECM PECO INC / PRECISION ELE...	New Electrical Wiring at Duarte Sports Park	218251		29,410.22
100-1605-7650	HUNTINGTON TIRE & AUTO CE...	Vehicle 16 Tires (4)/Alignment	2866		1,083.75
100-1825-7782	US BANK	1999 TAB Trustee Fees 12/1/22 - 11/30/23	2885		1,490.00
100-1205-7610	U.S. BANK	City of Hope Active Shooter Meeting (Mikomi Sushi)	2884		47.30
100-1205-7610	U.S. BANK	City of Hope Active Shooter Meeting (Mikomi Sushi)	2884		64.44
100-1205-7610	U.S. BANK	Public Safety Meeting 12/20/22 (Max's)	2884		112.45
100-1205-7610	U.S. BANK	Meeting w/Sergeant Fiedler 12/13/22 (Thai Spices)	2884		35.17
100-1205-7610	U.S. BANK	Office Meeting Supplies (Target)	2884		85.02
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	2884		29.13
100-1205-7615	U.S. BANK	CERT Holiday Candy/Cups (Target)	2884		93.91
100-1205-7615	U.S. BANK	CERT Holiday Raffle Prizes (Target)	2884		200.00
100-1205-7636	U.S. BANK	Larry Breceda Uniform Jacket (FSP Designs)	2884		101.71
100-1205-7779	U.S. BANK	DART Meeting 12/17/22 (Little Caesars)	2884		41.29
100-1205-7779	U.S. BANK	DART Big Bear Trip Lodging (Air BnB)	2884		1,876.11
100-1205-7779	U.S. BANK	DART Trip 12/1/22 (LA Zoo)	2884		819.00
100-1205-7779	U.S. BANK	DART Nature Walk 12/3/22 (In- N-Out)	2884		60.86
100-1205-7779	U.S. BANK	DART Holiday in the Park (Sweet Basil Pizza)	2884		95.00
100-1205-7779	U.S. BANK	DART Events Water (Target)	2884		14.37
100-1205-7980	U.S. BANK	DART Toy Drive Dinner (Little Caesars)	2884		57.80

Council Warrant Register By Account

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	Stuff a Patrol Car Event 12/17/22 2884 (Tops)			47.03
100-1205-7980	U.S. BANK	Toy Drive Dinner (Max's Mexican 2884 Cuisine)			131.64
100-1205-7980	U.S. BANK	DART Toy Drive Dinner 2884 (Tropicana Market)			55.05
100-1205-7980	U.S. BANK	CSO/AC Interviews 12/19/22 2884 (The Habit Burger)			34.03
100-1610-7652	ALBERTOS PLUMBING	CC Kitchen Sink Drain Repair 218228			2,950.00
100-1605-7636	JAG ENDEAVORS LLC	TC Staff Uniform Sweaters 218245			260.28
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2022 2852			573.10
100-1610-7652	PRONTO GYM SERVICES INC	Treadmill & Eliptical Repair 218252			180.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 11/5/2022 2868		202105-Contract Law Enforcem...	914.73
100-1010-7651	COUNTY OF LA REGISTRAR-REC...	Candidate Statement Printing 11/8/2022 Election 218234			1,078.86
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 218249			58.00
100-1610-7618	SHAFFER AWARDS	Tera Martin Del Campo Name Plate 218257			85.66
100-1605-7636	HENDERSON'S UNIFORMS	TC Staff Uniform Hats 2865			175.85
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 12/2022 2853			1,950.00
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 12/2022 2876			2,069.67
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Services 1/2023 2874			5,166.67
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 2/2023 2880			422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Cloud Connect SIP & E911 Bundle 2/2023 2880			316.25
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 2/2023 2880			593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 2/2023 2880			567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 2/2023 2880			553.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023 2851			161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023 2851			2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023 2851		250016-Oper of Acq Prop-1229 ...	58.55
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 12/1/2022 - 12/31/2022 2881			187.49
100-1810-7980	CMC LIVESCAN & NOTARY SERV...	Livescan Services 12/2022 2857			100.00
100-1820-7771	CALIFORNIA STREET LIGHTING	City Property Damage Repair (1210 Hunt Dr) 2855		DMGE077-Light Pole Down-Op...	15,900.00
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 2/1/2023 - 4/30/2023 218254			664.60
100-1605-7740	SMART & FINAL	Winter Day Camp Supplies 2875			21.26
100-1605-7733	SMART & FINAL	SC New Years Brunch Supplies 2875			193.47
100-1610-7618	SMART & FINAL	Janitorial Supplies 2875			339.14
100-1605-7733	RODOLFO CARDENAS	SC Entertainment DJ 218232			175.00
100-1605-7733	RODOLFO CARDENAS	SC Sweetheart Dance DJ 218232			175.00
100-1205-7980	STAPLES ADVANTAGE	Office Supplies 2877			264.58
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms 2856			26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats 2856			8.64
100-1205-7980	FSP DESIGNS	T-Shirts/Sweatshirts/Promo Items (Tobacco Grant) 2860		202105-Other Exp-Tobacco Gra...	13,384.54
100-1205-7610	DUARTE PUBLIC SAFETY PETTY ...	PS Meeting Supplies 218241			24.99
100-1205-7614	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies 218241			18.35
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water 218241			30.75
100-4408	DUARTE UNIFIED SCHOOL DISTR..	Nextel/SBA Lease 1/2023 218243		250004 - Property Rent - Nextel...	1,924.53
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 12/2022 2873			1,307.50
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 2/1/23 - 2/28/23 2872			173.84

Council Warrant Register By Account

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 12/2022	218260		3,920.94
100-1605-7741	J & J SPORTS & TROPHIES	Ice Packs	218244		352.80
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2023 - 2/1/2023	BD23-0867		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2023 - 2/1/2023	BD23-0868		384.00
100-1605-7612	SOUTHERN CALIFORNIA MUNIC...	2023 Membership (4)	218258		145.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 12/1/22 - 12/31/22	BD23-0877		1,260.00
100-1810-7980	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 12/2022	2854		192.00
100-1605-7733	CURO MANAGED PRINT PRODU...	SC Jan/Feb 2023 Newsletter	218236		882.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 12/13/2022	2888		550.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	2875		105.01
100-2012	CALIFORNIA BUILDING STANDA...	Green Bldg Fees Q4 2022	218230		286.00
100-2013	DEPARTMENT OF CONSERVATI...	Strong Motion Fee (SMIP) Q4 2022	218238		1,449.80
100-5004	DEPARTMENT OF CONSERVATI...	Local Agency Fee Q4 2022	218238		-72.49
100-5004	CALIFORNIA BUILDING STANDA...	Local Gov't Retainer Q4 2022	218230		-28.60
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 12/2022	218259		6,418.50
100-2120	LEONOR NAJERA	CC Rent Deposit Refund	218246		500.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	2879		55.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	2879		59.39
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	2879		85.14
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	2879		42.20
100-5005	CALIFORNIA DEPT OF TAX & FEE...	2022 Sales & Use Tax	BD23-0881		12.00
100-1605-7733	SMART & FINAL	Senior Ctr Excursion Snacks/Water/Activity Snacks	2875		146.01
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	2875		304.08
100-2122	DIVISION OF THE STATE ARCHIT...	Disability Access Fee Q4 2022	218239		122.80
100-1020-7716	DUARTE RECREATION PETTY CA...	Santa Comes to Duarte Rental Car Gas	218242		29.17
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Holiday Brunch Napkins	218242		19.79
100-1605-7733	DUARTE RECREATION PETTY CA...	SC TV Remote	218242		28.68
100-1605-7735	DUARTE RECREATION PETTY CA...	TC Holiday Festival Mugs	218242		8.70
100-1605-7980	DUARTE RECREATION PETTY CA...	Staff Appreciation Decorations	218242		36.35
100-1405-8100	PUB CONSTRUCTION INC	City Hall ADA Improvement Project	218253	202102-Cap Improv-CH CDBG ...	163,139.75
100-2127	PUB CONSTRUCTION INC	Retention	218253	202102- Retention CDBG ADA I...	-8,156.99
100-1815-7980	MAXTREME INC	CC Podium Power Supply	2871		20.79
100-1815-7980	MAXTREME INC	P&R Airpods/Apple Gift Card	2871		187.62
100-1815-7980	MAXTREME INC	City Mgr Printer Toner	2871		299.87
100-1815-8011	MAXTREME INC	PS Laptop	2871		1,436.56
100-1825-7614	STAPLES ADVANTAGE	2022 1099 Forms/Envelopes	2877		133.14
100-1815-8011	MAXTREME INC	MacBook Pro-CMD	2871		2,016.47
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/23 - 2/14/24 (governmentjobs)	2862		1,068.31
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2023 - 2/14/2024 (Insight)	2862		3,217.10
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2023 - 2/14/2024 (Onboard)	2862		1,930.85
100-1815-7965	MAXTREME INC	IT Helpdesk 1/2023	2871		12,500.00
100-1205-7779	AIDA TORRES	DART Expense Reimbursement 11/17/22 - 1/4/23	2883		652.55
100-1020-7980	STUBBIES PROMOTIONS INC	Annual Awards Gift	2878		2,160.23
100-1010-7651	MARGARET FINLAY	Actual Candidate Statement Printing	2859		-316.78
100-2120	MARGARET FINLAY	Candidate Statement Printing Deposit	2859		400.00
100-1010-7651	TERA MARTIN DEL CAMPO	Actual Candidate Statement Printing	2869		-149.39
100-2120	TERA MARTIN DEL CAMPO	Candidate Statement Printing Deposit	2869		200.00

Council Warrant Register By Account

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7651	CESAR A GARCIA	Actual Candidate Statement Printing	2861		-302.87
100-2120	CESAR A GARCIA	Candidate Statement Printing Deposit	2861		400.00
100-1010-7651	LUZ YESENIA PAEZ	Actual Candidate Statement Printing	218248		-158.39
100-2120	LUZ YESENIA PAEZ	Candidate Statement Printing Deposit	218248		400.00
100-1010-7651	ART RODRIGUEZ JR	Actual Candidate Statement Printing	218255		-151.43
100-2120	ART RODRIGUEZ JR	Candidate Statement Printing Deposit	218255		200.00
100-2120	ALINA SEROPIAN	ROP Bldg Rent Deposit Refund	218256		150.00
100-4404	ALINA SEROPIAN	2 Hour Compensation (Bldg in Use)	218256		70.00
100-1020-7980	ABRAHAM MARTINEZ	Annual Awards Music	2870		1,125.00
Fund 100 - GENERAL FUND Total:					307,682.54
Fund: 220 - GAS TAX FUN					
220-2127	ONYX PAVING COMPANY INC	Retention-2021/2022 Trench Repair	218247	202209/Retention-Annual Tren...	4,658.50
220-2127	WGJ ENTERPRISES INC	Retention-Annual Striping Project	2887	202210/220-2127-Traffic/Street...	2,345.49
Fund 220 - GAS TAX FUN Total:					7,003.99
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2250-8100	ELIE FARAH INC	Street Rehabilitation Engineering 8/3/22 - 1/9/23	2858	202306/225-2250-8100-Other ...	20,825.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					20,825.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	COUNTY OF LOS ANGELES AGRI...	Gopher Control-Turf Trail 11/2022	218235		94.14
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	218233		1,122.65
240-2410-7906	WEST COAST ARBORISTS INC	Stump Removal @ City Hall	2886		526.80
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		498.78

Council Warrant Register By Account

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	2851		702.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					30,737.05
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2127	PUB CONSTRUCTION INC	Retention	218253	202102-Retention-CDBG ADA I...	-7,601.78
260-2605-8062	PUB CONSTRUCTION INC	City Hall ADA Project 11/2022	218253	202102-Exp-CDBG ADA Improv...	152,035.56
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					144,433.78
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 12/2022	218260		811.41
Fund 440 - PROPOSITION A TRANSIT FUND Total:					811.41
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	DASH CONSTRUCTION COMPA...	Retention-2021/2022 Concrete Repair	218237	202208/470-2127 Citywide Sid...	4,497.92
Fund 470 - MEASURE R LR TRANSIT FUND Total:					4,497.92
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
620-2127	TOWO ENTERPRISE INC	Retention	218261	202106-Retention-620-2127-Hi...	-1,465.00
620-6225-8100	TOWO ENTERPRISE INC	Duarte Rd Sidewalk/Ped Lighting Improvements	218261	202106-Other Cap-620-6225-Hi...	3,693.21
620-6225-8100	TOWO ENTERPRISE INC	Duarte Rd Sidewalk/Ped Lighting Improvements	218261	202106-Other Cap-620-6225-Hi...	25,606.93
620-2127	TOWO ENTERPRISE INC	Retention-Street & Ped Light Improvements	218261	202106-Retention-620-2127-Hi...	24,613.97
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					52,449.11
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
681-6815-7965	HARRIS & ASSOCIATES	FY22 SB341 Report 11/27/22 - 12/31/22	2864		202.50
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					202.50
Grand Total:					568,643.30

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	307,682.54
220 - GAS TAX FUN	7,003.99
225 - SB-1, Road Maintenance/Rehab Fund	20,825.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	30,737.05
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	144,433.78
440 - PROPOSITION A TRANSIT FUND	811.41
470 - MEASURE R LR TRANSIT FUND	4,497.92
620 - COMMUNITY IMPROVEMENT FUND	52,449.11
681 - Former RDA Low-Mod Income Housing Asset Fund	202.50
Grand Total:	568,643.30

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7651	Election Services	0.00
100-1010-7670	Legal Notices	2,069.67
100-1010-7685	Technology Services	450.00
100-1020-7716	Special Community Events	58.61
100-1020-7724	Post Office Parking	161.58
100-1020-7726	Council Cablecasting	550.00
100-1020-7980	Other Expenses	3,285.23
100-1205-7610	Travel, Mtgs & Conf	369.37
100-1205-7614	Office Supplies	47.48
100-1205-7615	Emergency Supplies	293.91
100-1205-7636	Uniforms	187.69
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	6,418.50
100-1205-7762	Parking Pass Kiosk Costs	573.10
100-1205-7779	Youth Programs	4,003.23
100-1205-7780	Animal Control	5,166.67
100-1205-7781	Contract Law Enforcement	914.73
100-1205-7782	Crossing Guard Contract ...	14,062.03
100-1205-7980	Other Expenses	14,005.42
100-1405-7800	Building Department Serv...	794.00
100-1405-7965	Professional Services	253.50
100-1405-8100	Other Capital Improveme...	163,139.75
100-1410-7814	Graffiti Removal	3,920.94
100-1415-7889	Repairs-Sports Park	29,410.22
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7612	Publications and Dues	315.00
100-1605-7636	Uniforms	436.13
100-1605-7650	Vehicle Maintenance	1,083.75
100-1605-7730	Special Events	24.18
100-1605-7733	Senior Center	2,310.32
100-1605-7735	Teen Center	320.19
100-1605-7736	Youth & Adult Recreation...	39.38
100-1605-7740	Day Camps	21.26
100-1605-7741	Sports/Playground Progr...	352.80
100-1605-7980	Other Expenses	36.35
100-1610-7618	Building Supplies	728.88
100-1610-7636	Uniforms	26.36
100-1610-7652	Building Maint Services	5,262.48
100-1810-7672	Neogov Program Costs	6,216.26
100-1810-7980	Other Expenses	292.00
100-1815-7632	Software Maintenance	1,260.00
100-1815-7821	Personal Computer Suppo...	608.30
100-1815-7830	Telephones	2,086.48
100-1815-7965	Professional Services	12,500.00

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7980	Other Expenses	508.28
100-1815-8011	Computer Equipment (Cap..	3,453.03
100-1820-7771	Repair Of City Property	15,900.00
100-1825-7614	Office Supplies	133.14
100-1825-7630	Equipment Lease	664.60
100-1825-7687	Waste Mgmt Services	1,307.50
100-1825-7782	Admin Support of Debt Se...	1,490.00
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	58.00
100-2012	Green Building Fees Payab..	286.00
100-2013	Strong Motions Fees Paya...	1,449.80
100-2120	Refundable Deposits	2,250.00
100-2122	Disability Access & Educ P...	122.80
100-2127	Retention Payable	-8,156.99
100-4404	Other Building Rentals	70.00
100-4408	Property Rental	1,924.53
100-5004	Other Revenue	-101.09
100-5005	Taxable Sales	12.00
220-2127	Retention Payable	7,003.99
225-2250-8100	Other Capital Improveme...	20,825.00
240-2405-7888	Repairs-Citywide	1,122.65
240-2410-7662	Other Serv-Citywide	94.14
240-2410-7906	Tree Trim-Citywide	526.80
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2127	Retention Payable	-7,601.78
260-2605-8062	ADA Improvements	152,035.56
440-4405-7814	Graffiti Removal	811.41
470-2127	Retention Payable	4,497.92
620-2127	Retention Payable	23,148.97
620-6225-8100	Other Capital Improveme...	29,300.14
681-6815-7965	Professional Services	202.50
Grand Total:		568,643.30

Project Account Summary

Project Account Key	Payment Amount
None	152,268.39
202102- Retention CDBG ADA Improvement	-8,156.99
202102-Cap Improv-CH CDBG ADA Improvement	163,139.75
202102-Exp-CDBG ADA Improvement	152,035.56
202102-Retention-CDBG ADA Improv Project	-7,601.78
202105-Contract Law Enforcement	914.73
202105-Other Exp-Tobacco Grant	13,384.54
202106-Other Cap-620-6225-Highland Promenade-Msr M	29,300.14
202106-Retention-620-2127-Highland Promenade-Msr M	23,148.97

Project Account Summary

Project Account Key	Payment Amount
202208/470-2127 Citywide Sidewalk Project FY21-22	4,497.92
202209/Retention-Annual Trench RepairFY21-22	4,658.50
202210/220-2127-Traffic/Street Striping FY21-22	2,345.49
202306/225-2250-8100-Other Cap-FY23 St Rehab	20,825.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,924.53
250016-Oper of Acq Prop-1229 Pops Road	58.55
DMGE077-Light Pole Down-Opposite 1210 Hunt/Median	15,900.00
Grand Total:	568,643.30



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1020-7980	ABRAHAM MARTINEZ	Annual Awards Music	1/27/2023		1,125.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					1,125.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Expense Reimbursement 11/17/22 - 1/4/23	12/2023		652.55
Vendor 1388 - AIDA TORRES Total:					652.55
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	CC Kitchen Sink Drain Repair	681762		2,950.00
Vendor 5561 - ALBERTOS PLUMBING Total:					2,950.00
Vendor: T4578 - ALINA SEROPIAN					
100-2120	ALINA SEROPIAN	ROP Bldg Rent Deposit Refund	R97536		150.00
100-4404	ALINA SEROPIAN	2 Hour Compensation (Bldg in Use)	R97536		70.00
Vendor T4578 - ALINA SEROPIAN Total:					220.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 10/30/22 - 11/12/22	81422		5,045.75
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 11/13/22 - 11/26/22	81778		3,035.88
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 11/27/22 - 12/10/22	82045		5,980.40
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					14,062.03
Vendor: T3686 - ART RODRIGUEZ JR					
100-1010-7651	ART RODRIGUEZ JR	Actual Candidate Statement Printing	R95759		-151.43
100-2120	ART RODRIGUEZ JR	Candidate Statement Printing Deposit	R95759		200.00
Vendor T3686 - ART RODRIGUEZ JR Total:					48.57
Vendor: 1491 - AUTOZONE					
100-1205-7779	AUTOZONE	Vehicle 28, 29, 30 Tire Chains	2814859251		444.05
Vendor 1491 - AUTOZONE Total:					444.05
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501	250016-Oper of Acq Prop-1229 ...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,229.28
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 12/2022	172458		573.10
Vendor 5559 - CALE AMERICA INC Total:					573.10
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 12/2022	221071201		1,950.00
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					1,950.00
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STANDA...	Green Bldg Fees Q4 2022	10/2022 - 12/2022		286.00
100-5004	CALIFORNIA BUILDING STANDA...	Local Gov't Retainer Q4 2022	10/2022 - 12/2022		-28.60
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					257.40

Council Warrant Register By Vendor

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION					
100-5005	CALIFORNIA DEPT OF TAX & FEE...	2022 Sales & Use Tax	0-030-861-656		12.00
Vendor 5836 - CALIFORNIA DEPT OF TAX & FEE ADMINISTRATION Total:					12.00
Vendor: 1563 - CALIFORNIA PARK & RECREATION SOCIETY					
100-1605-7612	CALIFORNIA PARK & RECREATI...	Marilyn Mays Membership 2/1/2023 - 1/31/2024	113492-102522		170.00
Vendor 1563 - CALIFORNIA PARK & RECREATION SOCIETY Total:					170.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7980	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 12/2022	626796		192.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					192.00
Vendor: 5869 - CALIFORNIA STREET LIGHTING					
100-1820-7771	CALIFORNIA STREET LIGHTING	City Property Damage Repair (1210 Hunt Dr)	934	DMGE077-Light Pole Down-Op...	15,900.00
Vendor 5869 - CALIFORNIA STREET LIGHTING Total:					15,900.00
Vendor: 6229 - CAPITAL ONE					
100-1605-7736	CAPITAL ONE	Winter Recital Supplies	05426		39.38
100-1605-7735	CAPITAL ONE	TC Snack Bar/Vendor Event Supplies	91888		206.48
100-1020-7716	CAPITAL ONE	Holiday in the Park Supplies	06958		29.44
100-1605-7733	CAPITAL ONE	Senior Ctr Supplies	09681		50.37
100-1605-7730	CAPITAL ONE	Gingerbread Party Supplies	09682		24.18
Vendor 6229 - CAPITAL ONE Total:					349.85
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7733	CARLOS FELIPE PEREZ	SC New Years Brunch Entertainment 1/4/2023	44907		500.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					500.00
Vendor: 6340 - CESAR A GARCIA					
100-1010-7651	CESAR A GARCIA	Actual Candidate Statement Printing	R95690		-302.87
100-2120	CESAR A GARCIA	Candidate Statement Printing Deposit	R95690		400.00
Vendor 6340 - CESAR A GARCIA Total:					97.13
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4142096160		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4142096160		8.64
Vendor 5140 - CINTAS CORPORATION #693 Total:					35.00
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7980	CMC LIVESCAN & NOTARY SERV...	Livescan Services 12/2022	CMC18013		100.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					100.00
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-1010-7651	COUNTY OF LA REGISTRAR-REC...	Candidate Statement Printing 11/8/2022 Election	23-3019		1,078.86
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					1,078.86
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7733	CURO MANAGED PRINT PRODU...	SC Jan/Feb 2023 Newsletter	6345		882.00
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					882.00
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVATI...	Strong Motion Fee (SMIP) Q4 2022	10/2022 - 12/2022		1,449.80
100-5004	DEPARTMENT OF CONSERVATI...	Local Agency Fee Q4 2022	10/2022 - 12/2022		-72.49
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					1,377.31
Vendor: 5248 - DIVISION OF THE STATE ARCHITECT					
100-2122	DIVISION OF THE STATE ARCHIT...	Disability Access Fee Q4 2022	10/2022 - 12/2022		122.80
Vendor 5248 - DIVISION OF THE STATE ARCHITECT Total:					122.80
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	2/2023		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7610	DUARTE PUBLIC SAFETY PETTY ...	PS Meeting Supplies	1042023		24.99
100-1205-7614	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	1042023		18.35
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	1042023		30.75
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					74.09
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1020-7716	DUARTE RECREATION PETTY CA...	Santa Comes to Duarte Rental Car Gas	1112023		29.17
100-1605-7733	DUARTE RECREATION PETTY CA...	SC TV Remote	1112023		28.68
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Holiday Brunch Napkins	1112023		19.79
100-1605-7735	DUARTE RECREATION PETTY CA...	TC Holiday Festival Mugs	1112023		8.70
100-1605-7980	DUARTE RECREATION PETTY CA...	Staff Appreciation Decorations	1112023		36.35
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					122.69
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DISTR..	Nextel/SBA Lease 1/2023	1042023	250004 - Property Rent - Nextel...	1,924.53
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,924.53
Vendor: 4159 - ECM PECO INC / PRECISION ELECTRIC CO					
100-1415-7889	ECM PECO INC / PRECISION ELE...	New Electrical Wiring at Duarte Sports Park	230099		29,410.22
Vendor 4159 - ECM PECO INC / PRECISION ELECTRIC CO Total:					29,410.22
Vendor: 4039 - FSP DESIGNS					
100-1205-7980	FSP DESIGNS	T-Shirts/Sweatshirts/Promo Items (Tobacco Grant)	10124	202105-Other Exp-Tobacco Gra...	13,384.54
Vendor 4039 - FSP DESIGNS Total:					13,384.54
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 12/1/22 - 12/31/22	4636904757		1,260.00
Vendor 6181 - GOOGLE LLC Total:					1,260.00
Vendor: 5687 - GOVERNMENTJOBS.COM INC					
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2023 - 2/14/2024 (Onboard)	INV-30848		1,930.85
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/23 - 2/14/24 (governmentjobs)	INV-30848		1,068.31
100-1810-7672	GOVERNMENTJOBS.COM INC	NeoGov Renewal 2/15/2023 - 2/14/2024 (Insight)	INV-30848		3,217.10
Vendor 5687 - GOVERNMENTJOBS.COM INC Total:					6,216.26
Vendor: 5347 - GRANICUS INC					
100-1010-7685	GRANICUS INC	Granicus Training	158064		450.00
Vendor 5347 - GRANICUS INC Total:					450.00
Vendor: 5367 - HENDERSON'S UNIFORMS					
100-1605-7636	HENDERSON'S UNIFORMS	TC Staff Uniform Hats	36030		175.85
Vendor 5367 - HENDERSON'S UNIFORMS Total:					175.85
Vendor: 6210 - HUNTINGTON TIRE & AUTO CENTER INC					
100-1605-7650	HUNTINGTON TIRE & AUTO CE...	Vehicle 16 Tires (4)/Alignment	56576		1,083.75
Vendor 6210 - HUNTINGTON TIRE & AUTO CENTER INC Total:					1,083.75
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7741	J & J SPORTS & TROPHIES	Ice Packs	29294		352.80
Vendor 0594 - J & J SPORTS & TROPHIES Total:					352.80
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1605-7636	JAG ENDEAVORS LLC	TC Staff Uniform Sweaters	1276		260.28
Vendor 6031 - JAG ENDEAVORS LLC Total:					260.28
Vendor: 5256 - KOSMONT COMPANIES					
100-1405-7965	KOSMONT COMPANIES	Huntington/Buena Vista Econ Dev Analysis 11/2022	2108.9-011		253.50
Vendor 5256 - KOSMONT COMPANIES Total:					253.50

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4393 - LEONOR NAJERA					
100-2120	LEONOR NAJERA	CC Rent Deposit Refund	R97468		500.00
Vendor T4393 - LEONOR NAJERA Total:					500.00
Vendor: 1927 - LEVON YOTNAKHPARIAN					
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 12/13/2022	1082023		550.00
Vendor 1927 - LEVON YOTNAKHPARIAN Total:					550.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2023	78879		410.00
		- 2/1/2023			
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2023	78880		384.00
		- 2/1/2023			
Vendor 5761 - LIFE STORAGE #530 Total:					794.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Tobacco Enforcement 11/5/2022	231580EC	202105-Contract Law Enforcem...	914.73
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					914.73
Vendor: 5355 - LUZ YESENIA PAEZ					
100-1010-7651	LUZ YESENIA PAEZ	Actual Candidate Statement Printing	R95758		-158.39
100-2120	LUZ YESENIA PAEZ	Candidate Statement Printing Deposit	R95758		400.00
Vendor 5355 - LUZ YESENIA PAEZ Total:					241.61
Vendor: 0285 - MARGARET FINLAY					
100-1010-7651	MARGARET FINLAY	Actual Candidate Statement Printing	R95681		-316.78
100-2120	MARGARET FINLAY	Candidate Statement Printing Deposit	R95681		400.00
Vendor 0285 - MARGARET FINLAY Total:					83.22
Vendor: 4286 - MAXTREME INC					
100-1815-7980	MAXTREME INC	P&R Airpods/Apple Gift Card	13649		187.62
100-1815-7980	MAXTREME INC	CC Podium Power Supply	13649		20.79
100-1815-7980	MAXTREME INC	City Mgr Printer Toner	13649		299.87
100-1815-8011	MAXTREME INC	PS Laptop	13649		1,436.56
100-1815-8011	MAXTREME INC	MacBook Pro-CMD	13650		2,016.47
100-1815-7965	MAXTREME INC	IT Helpdesk 1/2023	13652		12,500.00
Vendor 4286 - MAXTREME INC Total:					16,461.31
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding	534812		58.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					58.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 2/1/23 - 2/28/23	1544234		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 5403 - PRONTO GYM SERVICES INC					
100-1610-7652	PRONTO GYM SERVICES INC	Treadmill & Eliptical Repair	21524		180.00
Vendor 5403 - PRONTO GYM SERVICES INC Total:					180.00
Vendor: 6425 - PUB CONSTRUCTION INC					
100-1405-8100	PUB CONSTRUCTION INC	City Hall ADA Improvement Project	3	202102-Cap Improv-CH CDBG ...	163,139.75
100-2127	PUB CONSTRUCTION INC	Retention	3	202102- Retention CDBG ADA I...	-8,156.99
Vendor 6425 - PUB CONSTRUCTION INC Total:					154,982.76
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 2/1/2023 - 4/30/2023	N9739598		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 12/2022	122402		1,307.50
Vendor 6372 - R3 CONSULTING GROUP Total:					1,307.50
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Entertainment DJ	1/26/2023		175.00
100-1605-7733	RODOLFO CARDENAS	SC Sweetheart Dance DJ	2/10/2023		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					350.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Services 1/2023	1/2023D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 0202 - SHAFFER AWARDS					
100-1610-7618	SHAFFER AWARDS	Tera Martin Del Campo Name Plate	7075		85.66
Vendor 0202 - SHAFFER AWARDS Total:					85.66
Vendor: 0209 - SMART & FINAL					
100-1605-7740	SMART & FINAL	Winter Day Camp Supplies	0067		21.26
100-1605-7733	SMART & FINAL	SC New Years Brunch Supplies	0412		193.47
100-1610-7618	SMART & FINAL	Janitorial Supplies	0413		339.14
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	0383		105.01
100-1605-7733	SMART & FINAL	Senior Ctr Excursion Snacks/Water/Activity Snacks	0118		146.01
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	0119		304.08
Vendor 0209 - SMART & FINAL Total:					1,108.97
Vendor: 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION					
100-1605-7612	SOUTHERN CALIFORNIA MUNIC...	2023 Membership (4)	89651		145.00
Vendor 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION Total:					145.00
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 12/2022	556776		2,069.67
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					2,069.67
Vendor: 2688 - STAPLES ADVANTAGE					
100-1205-7980	STAPLES ADVANTAGE	Office Supplies	3527085190		264.58
100-1825-7614	STAPLES ADVANTAGE	2022 1099 Forms/Envelopes	3527706848		133.14
Vendor 2688 - STAPLES ADVANTAGE Total:					397.72
Vendor: 6343 - STUBBIES PROMOTIONS INC					
100-1020-7980	STUBBIES PROMOTIONS INC	Annual Awards Gift	22395		2,160.23
Vendor 6343 - STUBBIES PROMOTIONS INC Total:					2,160.23
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 12/2022	1092023		6,418.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					6,418.50
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 12/2022	17686		3,920.94
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,920.94
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1010-7651	TERA MARTIN DEL CAMPO	Actual Candidate Statement Printing	R95682		-149.39
100-2120	TERA MARTIN DEL CAMPO	Candidate Statement Printing Deposit	R95682		200.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					50.61
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 2/2023	20278		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Cloud Connect SIP & E911 Bundle 2/2023	20279		316.25
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 2/2023	20280		593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 2/2023	20282		567.60

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 2/2023	20283		553.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	20356		55.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	20356		42.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	20356		85.14
100-1815-7830	THE TECHNOLOGY DEPOT INC	Contract Increase 2/2023	20356		59.39
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,694.78
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 12/1/2022 - 12/31/2022	847605613		187.49
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					187.49
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORMS ...	CSO F Carrillo Uniforms	21728		85.98
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					85.98
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Public Safety Meeting 12/20/22 (Max's)	12262022BV		112.45
100-1205-7610	U.S. BANK	City of Hope Active Shooter Meeting (Mikomi Sushi)	12262022BV		64.44
100-1205-7610	U.S. BANK	City of Hope Active Shooter Meeting (Mikomi Sushi)	12262022BV		47.30
100-1205-7610	U.S. BANK	Meeting w/Sergeant Fiedler 12/13/22 (Thai Spices)	12262022BV		35.17
100-1205-7610	U.S. BANK	Office Meeting Supplies (Target)	12262022BV		85.02
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	12262022BV		29.13
100-1205-7615	U.S. BANK	CERT Holiday Raffle Prizes (Target)	12262022BV		200.00
100-1205-7615	U.S. BANK	CERT Holiday Candy/Cups (Target)	12262022BV		93.91
100-1205-7636	U.S. BANK	Larry Breceda Uniform Jacket (FSP Designs)	12262022BV		101.71
100-1205-7779	U.S. BANK	DART Events Water (Target)	12262022BV		14.37
100-1205-7779	U.S. BANK	DART Nature Walk 12/3/22 (In-N-Out)	12262022BV		60.86
100-1205-7779	U.S. BANK	DART Big Bear Trip Lodging (Air BnB)	12262022BV		1,876.11
100-1205-7779	U.S. BANK	DART Meeting 12/17/22 (Little Caesars)	12262022BV		41.29
100-1205-7779	U.S. BANK	DART Trip 12/1/22 (LA Zoo)	12262022BV		819.00
100-1205-7779	U.S. BANK	DART Holiday in the Park (Sweet Basil Pizza)	12262022BV		95.00
100-1205-7980	U.S. BANK	DART Toy Drive Dinner (Little Caesars)	12262022BV		57.80
100-1205-7980	U.S. BANK	DART Toy Drive Dinner (Tropicana Market)	12262022BV		55.05
100-1205-7980	U.S. BANK	Stuff a Patrol Car Event 12/17/22 (Tops)	12262022BV		47.03
100-1205-7980	U.S. BANK	Toy Drive Dinner (Max's Mexican Cuisine)	12262022BV		131.64
100-1205-7980	U.S. BANK	CSO/AC Interviews 12/19/22 (The Habit Burger)	12262022BV		34.03
Vendor 4484 - U.S. BANK Total:					4,001.31
Vendor: 1304 - US BANK					
100-1825-7782	US BANK	1999 TAB Trustee Fees 12/1/22 - 11/30/23	6775157		1,490.00
Vendor 1304 - US BANK Total:					1,490.00
Fund 100 - GENERAL FUND Total:					307,682.54

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 220 - GAS TAX FUN					
Vendor: 6380 - ONYX PAVING COMPANY INC					
220-2127	ONYX PAVING COMPANY INC	Retention-2021/2022 Trench Repair	22-047-R	202209/Retention-Annual Tren...	4,658.50
Vendor 6380 - ONYX PAVING COMPANY INC Total:					4,658.50
Vendor: 5887 - WGJ ENTERPRISES INC					
220-2127	WGJ ENTERPRISES INC	Retention-Annual Striping Project	11003C-RET	202210/220-2127-Traffic/Street..	2,345.49
Vendor 5887 - WGJ ENTERPRISES INC Total:					2,345.49
Fund 220 - GAS TAX FUN Total:					7,003.99
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 5873 - ELIE FARAH INC					
225-2250-8100	ELIE FARAH INC	Street Rehabilitation Engineering 8/3/22 - 1/9/23	1-DUA22-15	202306/225-2250-8100-Other ...	20,825.00
Vendor 5873 - ELIE FARAH INC Total:					20,825.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					20,825.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 1/2023	8217501		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	3301-1009434		1,122.65
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					1,122.65
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGRI...	Gopher Control-Turf Trail 11/2022	230980		94.14
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					94.14

Council Warrant Register By Vendor

Payment Dates: 1/12/2023 - 1/25/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Stump Removal @ City Hall	194562		526.80
Vendor 1521 - WEST COAST ARBORISTS INC Total:					526.80
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					30,737.05
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 6425 - PUB CONSTRUCTION INC					
260-2127	PUB CONSTRUCTION INC	Retention	3	202102-Retention-CDBG ADA I...	-7,601.78
260-2605-8062	PUB CONSTRUCTION INC	City Hall ADA Project 11/2022	3	202102-Exp-CDBG ADA Improv...	152,035.56
Vendor 6425 - PUB CONSTRUCTION INC Total:					144,433.78
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					144,433.78
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 12/2022	17686		811.41
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					811.41
Fund 440 - PROPOSITION A TRANSIT FUND Total:					811.41
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 6341 - DASH CONSTRUCTION COMPANY INC					
470-2127	DASH CONSTRUCTION COMPA...	Retention-2021/2022 Concrete Repair	3	202208/470-2127 Citywide Sid...	4,497.92
Vendor 6341 - DASH CONSTRUCTION COMPANY INC Total:					4,497.92
Fund 470 - MEASURE R LR TRANSIT FUND Total:					4,497.92
Fund: 620 - COMMUNITY IMPROVEMENT FUND					
Vendor: 6236 - TOWO ENTERPRISE INC					
620-2127	TOWO ENTERPRISE INC	Retention	5	202106-Retention-620-2127-Hi...	-1,465.00
620-6225-8100	TOWO ENTERPRISE INC	Duarte Rd Sidewalk/Ped Lighting Improvements	5	202106-Other Cap-620-6225-Hi...	3,693.21
620-6225-8100	TOWO ENTERPRISE INC	Duarte Rd Sidewalk/Ped Lighting Improvements	5	202106-Other Cap-620-6225-Hi...	25,606.93
620-2127	TOWO ENTERPRISE INC	Retention-Street & Ped Light Improvements	Retention	202106-Retention-620-2127-Hi...	24,613.97
Vendor 6236 - TOWO ENTERPRISE INC Total:					52,449.11
Fund 620 - COMMUNITY IMPROVEMENT FUND Total:					52,449.11
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
Vendor: 6175 - HARRIS & ASSOCIATES					
681-6815-7965	HARRIS & ASSOCIATES	FY22 SB341 Report 11/27/22 - 12/31/22	55719		202.50
Vendor 6175 - HARRIS & ASSOCIATES Total:					202.50
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					202.50
Grand Total:					568,643.30

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	307,682.54
220 - GAS TAX FUN	7,003.99
225 - SB-1, Road Maintenance/Rehab Fund	20,825.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	30,737.05
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	144,433.78
440 - PROPOSITION A TRANSIT FUND	811.41
470 - MEASURE R LR TRANSIT FUND	4,497.92
620 - COMMUNITY IMPROVEMENT FUND	52,449.11
681 - Former RDA Low-Mod Income Housing Asset Fund	202.50
Grand Total:	568,643.30

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7651	Election Services	0.00
100-1010-7670	Legal Notices	2,069.67
100-1010-7685	Technology Services	450.00
100-1020-7716	Special Community Events	58.61
100-1020-7724	Post Office Parking	161.58
100-1020-7726	Council Cablecasting	550.00
100-1020-7980	Other Expenses	3,285.23
100-1205-7610	Travel, Mtgs & Conf	369.37
100-1205-7614	Office Supplies	47.48
100-1205-7615	Emergency Supplies	293.91
100-1205-7636	Uniforms	187.69
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	6,418.50
100-1205-7762	Parking Pass Kiosk Costs	573.10
100-1205-7779	Youth Programs	4,003.23
100-1205-7780	Animal Control	5,166.67
100-1205-7781	Contract Law Enforcement	914.73
100-1205-7782	Crossing Guard Contract ...	14,062.03
100-1205-7980	Other Expenses	14,005.42
100-1405-7800	Building Department Serv...	794.00
100-1405-7965	Professional Services	253.50
100-1405-8100	Other Capital Improveme...	163,139.75
100-1410-7814	Graffiti Removal	3,920.94
100-1415-7889	Repairs-Sports Park	29,410.22
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7612	Publications and Dues	315.00
100-1605-7636	Uniforms	436.13
100-1605-7650	Vehicle Maintenance	1,083.75
100-1605-7730	Special Events	24.18
100-1605-7733	Senior Center	2,310.32
100-1605-7735	Teen Center	320.19
100-1605-7736	Youth & Adult Recreation...	39.38
100-1605-7740	Day Camps	21.26
100-1605-7741	Sports/Playground Progr...	352.80
100-1605-7980	Other Expenses	36.35
100-1610-7618	Building Supplies	728.88
100-1610-7636	Uniforms	26.36
100-1610-7652	Building Maint Services	5,262.48
100-1810-7672	Neogov Program Costs	6,216.26
100-1810-7980	Other Expenses	292.00
100-1815-7632	Software Maintenance	1,260.00
100-1815-7821	Personal Computer Suppo...	608.30
100-1815-7830	Telephones	2,086.48
100-1815-7965	Professional Services	12,500.00

Account Summary

Account Number	Account Name	Payment Amount
100-1815-7980	Other Expenses	508.28
100-1815-8011	Computer Equipment (Cap..	3,453.03
100-1820-7771	Repair Of City Property	15,900.00
100-1825-7614	Office Supplies	133.14
100-1825-7630	Equipment Lease	664.60
100-1825-7687	Waste Mgmt Services	1,307.50
100-1825-7782	Admin Support of Debt Se...	1,490.00
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	58.00
100-2012	Green Building Fees Payab..	286.00
100-2013	Strong Motions Fees Paya...	1,449.80
100-2120	Refundable Deposits	2,250.00
100-2122	Disability Access & Educ P...	122.80
100-2127	Retention Payable	-8,156.99
100-4404	Other Building Rentals	70.00
100-4408	Property Rental	1,924.53
100-5004	Other Revenue	-101.09
100-5005	Taxable Sales	12.00
220-2127	Retention Payable	7,003.99
225-2250-8100	Other Capital Improveme...	20,825.00
240-2405-7888	Repairs-Citywide	1,122.65
240-2410-7662	Other Serv-Citywide	94.14
240-2410-7906	Tree Trim-Citywide	526.80
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2127	Retention Payable	-7,601.78
260-2605-8062	ADA Improvements	152,035.56
440-4405-7814	Graffiti Removal	811.41
470-2127	Retention Payable	4,497.92
620-2127	Retention Payable	23,148.97
620-6225-8100	Other Capital Improveme...	29,300.14
681-6815-7965	Professional Services	202.50
Grand Total:		568,643.30

Project Account Summary

Project Account Key	Payment Amount
None	152,268.39
202102- Retention CDBG ADA Improvement	-8,156.99
202102-Cap Improv-CH CDBG ADA Improvement	163,139.75
202102-Exp-CDBG ADA Improvement	152,035.56
202102-Retention-CDBG ADA Improv Project	-7,601.78
202105-Contract Law Enforcement	914.73
202105-Other Exp-Tobacco Grant	13,384.54
202106-Other Cap-620-6225-Highland Promenade-Msr M	29,300.14
202106-Retention-620-2127-Highland Promenade-Msr M	23,148.97

Project Account Summary

Project Account Key	Payment Amount
202208/470-2127 Citywide Sidewalk Project FY21-22	4,497.92
202209/Retention-Annual Trench RepairFY21-22	4,658.50
202210/220-2127-Traffic/Street Striping FY21-22	2,345.49
202306/225-2250-8100-Other Cap-FY23 St Rehab	20,825.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,924.53
250016-Oper of Acq Prop-1229 Pops Road	58.55
DMGE077-Light Pole Down-Opposite 1210 Hunt/Median	15,900.00
Grand Total:	568,643.30

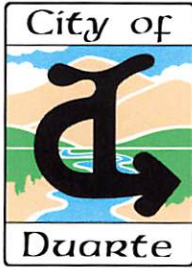


PUBLIC SAFETY STATUS REPORT January 2023



PROJECT/PROGRAM		STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>		
1. Part 1 Crimes End of Year 2022	We ended 2022 up 6.23% in Part 1 Crimes compared to the previous year. That was a total of 26 more crimes then in the year 2021. Commercial and residential burglary related crimes accounted for most of the increase followed by theft related crimes.	
2. Part 1 Crimes 2023	We have started off the year down 16.67% in Part 1 Crimes. Public Safety's goal is to increase our neighborhood watch meetings and to visit all of the businesses on Hunting Drive to offer advice on keeping their businesses safe and secure.	
<u>MEASURE H and OUTREACH COORDINATION</u>		
1. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018. Tony's unofficial homeless count for the month is 21. Code Enforcement Officer Emily Lepone began her assignment on October 3, 2022. She has been enforcing shopping cart and property in the public right of way violations.	
2. L.A. CADA	The L.A. CADA high acuity team (homeless for longer than one year) started working every Tuesday in the City of Duarte on August 2, 2022. The L.A. CADA supplemental program (recently homeless or at risk of being homeless) began working in the City on Thursday, September 22, 2022.	
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020)	
<u>EMERGENCY PREPAREDNESS</u>		
1. Emergency Operations Center	On Sunday, June 12, 2022, the EOC was activated for the Fish Fire. No damage to property was noted and the fire was extinguished by L. A. County Fire and the U.S. Forestry Department. An emergency was declared by order of a City Council Resolution on June 14, 2022. That declaration of emergency will remain active pending debris flow mitigation efforts. This emergency will be terminated by City Council Resolution on January 24, 2023. The Emergency Operations Center has been operating remotely while monitoring COVID-19 operations. As of now, there is still no end date for COVID-19 operations or the declared emergency. Governor Newsome announced that the State of California will end their emergency on	

PROJECT/PROGRAM	STATUS
	February 28, 2023. We will continue to monitor that date and work with Area D, surrounding cities, and staff to determine the City of Duarte's possible end date. On January 10, 2023, City Council adopted Resolution No. 23-01 declaring a local emergency due to severe winter storms. This emergency will remain in effect through the clean-up and mitigation phase in preparation for additional storms.



Agenda Item:	7 F
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Admin. Serv. Director

SUBJECT: Adoption of Revised Personnel Rules and Regulations

RECOMMENDATION: It is recommended that the City Council approve revised Personnel Rules and Regulations attached as Exhibit A

FISCAL IMPACT: There is no fiscal impact.

BACKGROUND

While minor changes to the City of Duarte (“City”) Personnel Rules and Regulations have been made over the years, the last comprehensive revision was done in 2009. Obviously over the past fourteen years there have been a myriad of revisions and additions to the laws that apply to California employers. Although the City maintains several standalone policies addressing key aspects of employment laws, the City’s Rules required significant revisions to bring them into compliance. The proposed revisions and additions will implement pertinent new laws and will clarify various sections for the Rules to better protect the City and its employees.

Over the past several months, staff has worked closely with Burke, Williams and Sorensen’s labor and employment attorneys to review and update the Rules. For clarity, these Rules have been restated to incorporate all of the previous provisions and amendments that continue in effect along with these most recent revisions into one comprehensive document, included as Attachment 1 – Revised Personnel Rules to this report.

DISCUSSION/ANALYSIS

The City and SEIU Local 721 met and conferred over the proposed revisions during October and November of 2022. The attached draft provides the agreed upon revisions to the Rules. Some of the key highlights are the following:

- Restate and renumber various sections to provide for clarity and organization throughout the Rules document
- Addition of Section 2 “General Provisions” and Section 3 “Definitions” to provide the framework for the Rules and define key terms used throughout the Rules for clarity
- Section 4: Revise title from “Non-Discrimination” to “Equal Employment Opportunity/Diversity, Equity, and Inclusion” and make the following key revisions:

- Revised protected categories to ensure they are up to date with the law. Added “reproductive health decision making,” and military and veteran’s status.
- Add procedure for Accommodation for Sincerely Held Religious Beliefs
- Add procedure for accommodation for Transgender Employees and Workplace Gender Transitions
- Add procedure for Lactation Accommodation
- Section 5: Classification of Positions: Revise subsection “G. Job Description” to state that substantive changes to duties performed by a particular position are subject to approval by City Council, and provide City Manager ability to administratively approve non-substantive changes.
- Section 6: Method of Filling Vacancies: Add subsection “B.9. Reinstatement” as a way to fill vacancies by reinstating former full-time employees.
- Section 10: Probation: Add subsection F.3. to provide that reinstated employees must serve a probationary period.
- Section 14: Compensation System: Revised subsection “F. Timesheets” to update and clearly provide employee and supervisory employee responsibilities regarding inputting, reviewing, and approving timesheets.
- Section 16 Employee Discipline:
 - Add subsection D.4. to provide clarification regarding the effective date of certain disciplinary action
 - Add subsection D.5.c. to provide an option for employees to submit a rebuttal to a written reprimand or suspensions of 40 hours or fewer for inclusion in their personnel files
 - Subsection D.6.a. clarifies that an employee appealing a Department Head’s decision to discipline must be filed within ten days with the City Manager.
- Section 18 Leaves of Absence:
 - Add subsection A.1 “Fully or Partially Paid Leave of Absence,” to clarify that employees who work less than the required amount of time in a specific pay period to receive more than $\frac{3}{4}$ of full pay for the pay period at issue, will not receive full accrual of paid leaves for the pay period at issue.
 - Add subsection B “Industrial Illness/Injury Leave,” to provide details regarding the City’s industrial illness/injury leave program for employees.
 - Add subsection K “School Leave” to provide guidelines regarding school leave as required under California law.

RECOMMENDATION

It is recommended that the City Council approve revised Personnel Rules and Regulations attached as Exhibit A.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENT

Exhibit A – Personnel Rules and Regulations

City of Duarte

Personnel Rules and Regulations

SECTION 1. INTRODUCTION

These Personnel Rules and Regulations set forth basic guidelines for the management and administration of personnel employed by the City of Duarte (the "City"). Other pertinent documents include current memoranda of understanding ("MOUs") with employee bargaining units, compensation resolutions, and any Department rules, regulations, and procedures. Employees seeking information regarding matters such as grievances that are not addressed in the Rules are encouraged to consult those other documents. Copies of such documents are available from the City's Human Resources Office.

SECTION 2. GENERAL PROVISIONS

- A. Applicability of Rules. The provisions of these rules and regulations will apply to all offices, positions, and employments in Classified Service of the City
- B. Violation of Rules. Violations of the provisions of these rules, regulations, and procedures may be addressed as a performance matter and be grounds for disciplinary action. A violation will not make disciplinary action mandatory but will be given such weight as the City determines to be appropriate in view of all the circumstances.
- C. Amendment and Revision of Rules. Amendment and revisions of these rules may be made by resolution of the City Council. The re-publication of this document or other written notification will be made generally available to employees.
- D. Prior Policies Repealed. If the terms and provisions of these Personnel Rules are inconsistent or in conflict with the terms and provisions of any prior City Personnel Rules, resolutions, regulations, and/or policies governing the same subject, the terms of these Personnel Rules will prevail and such inconsistent or conflicting provisions or prior rules, resolutions, regulations, and/or policies are hereby repealed.
- E. Employee Responsibility. It will be the responsibility of each employee to become aware and be knowledgeable of these Personnel Rules.
- F. Distribution of Personnel Rules. A copy of these Personnel Rules will be distributed to each City employee. Newly hired employees will receive a copy upon hire. An employee with questions about these Personnel Rules may direct them to Human Resources.
- G. Relationship with Administrative and Department Policies. The City Manager or individual City Department Heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe and orderly administration of the City or department. However, no such policies or procedures will conflict with or supersede these Personnel Rules, other Council resolutions and ordinances, or existing laws, and must be submitted for and receive approval by Human Resources and the City Manager before their implementation. Copies of department policies and procedures must be distributed to each affected employee, to Human

Resources, and to the City Manager. In the event of a conflict between an administrative or departmental policy or procedure, the provision of these Personnel Rules will control.

- H. Relationship with Labor Agreements. If any provision of these Personnel Rules conflicts with any lawful provision within a memorandum of understanding duly agreed upon between a recognized employee organization and the City, the provision of the memorandum of understanding shall govern. In all other cases, these Rules shall apply.
- I. Not an Employment Contract. None of these Personnel Rules shall be deemed to create a vested contractual right for any employee.
- J. General Delegation of Authority. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Personnel Rules or the Personnel Ordinance to the Personnel Officer, Appointing Authority, or Department Heads, may be delegated, in writing, to any qualified employee at the discretion of the delegating individual.
- K. City Manager Authority to Interpret and Delegate. The City Manager is authorized to issue written guidelines to implement and enforce these rules and regulations, and to make adjustments to avoid or eliminate inequities resulting from its application. Such guidelines shall have the City's best interests as their paramount concern, and shall be consistent with applicable state and federal guidelines. The City Manager may delegate any of the powers and duties conferred upon the City Manager as the Personnel Officer to any other officer or employee of the City or may recommend that such powers and duties shall be performed under contract.
- L. Changes to the Law. When any local, state, or federal ordinance, regulation, or law that is incorporated in the Personnel Rules or upon which the Personnel Rules rely is amended through legislative or regulatory action or is deemed to have been amended by judicial decision, the Personnel Rules shall be deemed amended in conformance with those amendments.
- M. Severability. If any article, section, subsection, sentence, clause, or phrase of the Personnel Rules is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of the Personnel Rules.

SECTION 3. DEFINITIONS

The following terms as used in these Personnel Rules shall, unless the context clearly indicates otherwise, have the following meanings:

- A. ACTING APPOINTMENT. A temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class.
- B. ADVANCEMENT. A salary increase within the limits of a pay range established for a class.
- C. ALLOCATION. The assignment of a single position to its proper class in light of the duties performed, and the authority and responsibilities exercised.

- D. ANNIVERSARY DATE. The date of an employee's most recent appointment.
- E. APPOINTING AUTHORITY or APPOINTING POWER. The City Manager is the Appointing Authority for all City employees, except for all positions for which appointing authority is reserved by the City Council by ordinance.
- F. APPOINTMENT. The offer to, and acceptance by, an individual for employment with the City.
- G. BUSINESS DAY. A day that the Duarte City Hall is open for business.
- H. CITY. The City of Duarte.
- I. CITY COUNCIL. The City Council of the City of Duarte.
- J. CITY MANAGER. The City Manager of the City of Duarte, or the City Manager's designee.
- K. CLASS. All positions sufficiently similar in duties, authority, responsibility, and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.
- L. CLASSIFIED EMPLOYEE. A full-time or three-quarter-time employee whose office, position, or employment is in the Classified Service.
- M. CLASSIFIED SERVICE or CITY SERVICE or MERIT SYSTEM. The offices, positions and employments in the service of the City which are included or which may hereafter be included under the Classified Service system by ordinance except the following: elected officers; members of appointed boards, commissions, or committees; the City Manager; the City Attorney and any assistants or deputies to the City Attorney; persons engaged under contract to supply expert, professional, or technical services for a definite period of time; volunteer personnel who receive no regular compensation from the City; part-time and temporary employees; and emergency employees who are hired to meet the immediate requirements of an emergency condition.
- N. CONTINUOUS SERVICE. Employment with the City without break or interruption. No leave of absence, whether with or without pay, shall be construed as a break or interruption in employment if the employee returns to work within 120 days (unless otherwise required by law).
- O. DATE OF HIRE. The date that an employee was originally hired by the City. An employee's date of hire does not change except through new City employment following termination, resignation, or retirement.
- P. DAY or DAYS. Calendar day(s) unless otherwise stated.
- Q. DEMOTION. The movement of an employee from one class to another class having a lower maximum rate of pay.
- R. DEPARTMENT HEAD. The individual designated as the administrative head of a City department.

- S. DISCIPLINE: The punishment of an employee by written reprimand, demotion, suspension, reduction of pay, termination, or other punitive measures.
- T. ELIGIBLE. A person whose name is on an employment list.
- U. EMERGENCY APPOINTMENT. An appointment of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class on a temporary basis by a Department Head during an emergency condition.
- V. EMPLOYMENT LIST. A list of names of persons who have taken an examination for a class in the Classified Service and have qualified for a position in that class. An employment list may or may not be established, in the discretion of the City.
1. Open-Competitive Employment List. A list of names of persons who have taken an open-competitive examination for a class in the Classified Service and have qualified for a position in that class.
 2. Promotional/Internal Employment List. A list of names of persons who have taken a promotional examination for a class in the Classified Service and have qualified for a position in that class.
- W. EXAMINATION.
1. Open-Competitive Examination. An examination for a particular class that is open to all persons meeting the qualifications for the class.
 2. Promotional/Internal Examination. An examination for a particular class, admission to the examination being limited to current City employees who meet the qualifications for the class.
- X. EXEMPT EMPLOYEES. Employees whose duties and responsibilities allow them to be "exempt" from overtime and minimum wage provisions as provided by the Fair Labor Standards Act (FLSA) and any applicable state wage and hour laws.
- Y. FULL-TIME POSITION. A budgeted position in which an employee of the City is regularly scheduled to work at least 40 hours per workweek.
- Z. JOB FAMILY: A group of job functions that involve work in the same general occupation. These jobs have related knowledge requirements, skill sets, and abilities. For example, Maintenance Supervisor and Maintenance Worker are in the Maintenance job family, while a Recreation Leader and Recreation Supervisor are in the Recreation job family.
- AA. LAYOFF. The separation of classified employees from the active work force due to lack of work or funds or to abolishment of a position, by the City Council, or due to organizational changes.
- BB. NON-EXEMPT EMPLOYEE. Employees who are entitled to overtime compensation under the provisions of the FLSA.

- CC. PART-TIME/HOURLY EMPLOYEE. Employees, who work an average of less than 20 hours per week, or fewer than 1,000 hours per year, are considered part-time/hourly employees. Part-time/Hourly employees are excluded from the Classified Service, are hired by, and serve at the will of, the City Manager. They may be terminated from employment at any time, without notice, cause, or appeal. Part-time employees are not covered by these personnel rules.
- DD. PERSONNEL OFFICER. The City Manager or authorized designee. Any designation of Personnel Officer powers must be approved by the City Council, in accordance with Section 2302 of the Duarte Municipal Code.
- EE. PROBATIONARY PERIOD. A working test period during which an employee is required to demonstrate the ability to perform the duties of the position and is subject to termination with or without cause. The probationary period of all employees shall last for at least 12 months, and can be extended as provided in these Rules.
- FF. PROMOTION. The movement of an employee from one position to another position with a higher maximum rate of pay.
- GG. PROMOTIONAL PROBATIONARY PERIOD. A working test period during which a promoted employee is required to demonstrate the promoted employee's ability to perform the duties of the new position. The probationary period of all employees shall last for at least 6 months, and can be extended as provided in these Rules.
- HH. PROVISIONAL APPOINTMENT. An appointment of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position by the City Manager in that class on a temporary basis.
- II. REDUCTION IN PAY. A temporary or permanent lowering of an employee's rate of pay.
- JJ. REGULAR EMPLOYEE. An employee who has completed the probationary period and is occupying a budgeted position established on a continuing basis.
- KK. REINSTATEMENT. The discretionary restoration without examination of a former regular or probationary employee to a position in a classification in which the employee formerly served.
- LL. REPRIMAND. A written notification to an employee regarding a censure made as a disciplinary action.
- MM. RESIGNATION. The voluntary termination of employment by an employee.
- NN. RETIRED ANNUITANT. A person who has retired from a public agency that is a contracting agency of the California Public Employee Retirement System ("CalPERS") or another public retirement system with statutory and/or regulatory constraints on working after retirement. Any retired annuitant employed by the City must meet the applicable statutory and/or regulatory requirements for the temporary employment of retired annuitants without triggering reinstatement to active City employment.
- OO. SUSPENSION. The temporary separation, without pay, from service of an employee for disciplinary purposes.

- PP. TEMPORARY EMPLOYEE. An employee who is appointed for a limited period of time for a specified, limited purpose. Temporary employees are excluded from the classified service, serve at the will of the Appointing Authority, and may be terminated without cause and without hearing or right of appeal. Temporary employees are not covered by these personnel rules.
- QQ. TERMINATION/TERMINATE. The permanent separation of an employee from the City service.
- RR. THREE-QUARTER TIME EMPLOYEES. A type of regular employee who works an average of 30-39 hours per week.
- SS. TRANSFER. Change of an employee from one position to another position in the same class, or from one class to another class having the same maximum rate of pay and having similar duties and basic qualifications.
- TT. VACANCY. An unfilled budgeted position in the City of Duarte.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY/ DIVERSITY, EQUITY, AND INCLUSION

- A. Equal Employment Opportunity. Equal employment opportunity shall be accorded to all persons regardless of their race, religious creed, color, national origin, ancestry, sex, age over 40, physical or mental disability, medical condition, pregnancy (including childbirth and related medical conditions or disabilities), sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status, reproductive health decision making, and/or any other category protected by federal and/or state law. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the City's policy prohibiting harassment, discrimination, and retaliation.
- B. Policy Against Harassment, Discrimination and Retaliation. City policy prohibits unlawful harassment and discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military and veteran's status, reproductive health decision making and/or any other category protected by federal and/or state law. In addition, City policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, or hearing. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the City, and the City will investigate those complaints. For more information regarding the policy and complaint procedures, employees should review the City's policy against harassment, discrimination, and retaliation for additional information.
- C. Disabled Applicants and Employees. The City has a commitment to ensure equal opportunities for disabled applicants and City employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants.

Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to Human Resources. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible. In accordance with applicable law, the City may permit use of accrued leave or authorize a temporary unpaid leave as a reasonable accommodation, if such leave is reasonably expected to result in the employee's return to work, with or without additional reasonable accommodation.
 2. Reasonable Documentation of Disability. Following receipt of the request, the Administrative Services Department may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform the employee's essential functions, but will not require disclosure of diagnosis or genetic history.
 3. Interactive Process. The City will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of the position sought or currently held. During this process, the City will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the City, their representatives (if any), and, if necessary, the employee or applicant's health care provider.
 4. Case-by-Case Determination. The City determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The City will not provide an accommodation that would pose an undue hardship upon the City or that is not required by law. The City will inform the employee of any decisions made under this section in writing.
 5. Fitness for Duty Leave. While the City is engaged in the interactive process with an employee, the City may require that the employee be placed on a fitness for duty leave in accordance with Section 10.
- D. Accommodation for Sincerely Held Religious Belief. The City will make reasonable accommodations to the known sincerely held religious beliefs of a person during the hiring process and in the course of employment, if the accommodation would resolve a conflict between the person's religious beliefs, unless doing so would impose an undue hardship on the City. The following procedure shall apply:
1. Procedure for Requesting a Religious Accommodation. If a person believes that a religious accommodation is necessary, the person should submit a request for accommodation to Human Resources. This request may be made orally or in

writing, however the City encourages written requests. Such requests should include the following relevant information:

- (a) A description of the accommodation requested;
 - (b) The reason the accommodation is necessary; and
 - (c) A description as to how the accommodation will resolve the conflict between the person's religious beliefs or practices and the City's application or employment requirements for the corresponding position.
2. Upon receiving the request, the City will invite the person to a meeting to explore potential accommodations that could resolve the conflict between the person's religious beliefs and the City's application or employment requirements for the corresponding position. The City may provide the person's requested accommodation or may provide an alternative reasonable accommodation based on the City's discretion, to the extent that an effective accommodation is available without imposing undue hardship on the City.

E. Transgender Employees/Workplace Gender Transitions. All City employees have the right to be openly who they are, while still maintaining professional expectations. An individual's transition will be treated as a confidential matter and only disclosed on a need-to-know basis, or as otherwise requested or authorized by the individual. An individual may contact their supervisor or Human Resources to develop a workplace transition plan that is appropriate for the individual's needs. The City will make reasonable accommodations to an employee undergoing gender transition and necessitating time off from work to attend any gender transition related appointments, unless doing so would impose an undue hardship on the City.

F. Lactation Accommodation

- 1. In accordance with applicable state and federal law, an employee who needs to express breast milk for the employee's infant child will be permitted to take a reasonable amount of break time for that purpose, as a lactation accommodation. The break time must, if possible, run concurrently with any break time already provided to the employee. For non-exempt employees, break time that takes place outside of authorized paid rest time is unpaid. To the extent that break time would seriously disrupt the City's operations, the City may limit the employee's use of such time.
- 2. An employee seeking lactation accommodation must contact Human Resources by email, or via other written communication. The City will respond via email or other written document within a reasonable period of time to acknowledge the request. Before implementing a lactation accommodation the City will request input from the employee and the employee's supervisor(s) regarding the anticipated timing of lactation break(s) and proposed location(s) for taking lactation breaks.
- 3. Following such a request, the City will provide written details to the employee regarding the terms of the lactation accommodation, which will include:

- a. Identification of a space, other than a bathroom, that is in close proximity to the employee's work area, is safe, clean, free of hazardous materials, and that is shielded from view and free from intrusion while the employee is expressing milk.
 - i. The City will also ensure that the space contains a place to sit and a surface to place a breast pump and personal items and contains access to electricity or alternative devices (such as extension cords or charging stations) needed to operate an electric or battery-powered breast pump.
 - ii. If the designated space is a room that may also be used for purposes other than lactation, the City will ensure that the use of the room for expression of milk will take priority over other uses.
- b. Identification of a sink with running water and a refrigerator (or other cooling device suitable for storing expressed milk) that are in close proximity to the employee's work area and that will be accessible for the employee's use.

SECTION 5. CLASSIFICATION OF POSITIONS

- A. Classification. Every person employed by the City will be assigned a job classification.
- B. Preparation of Classification Plan. The City Manager shall ascertain and record the duties and responsibilities of all positions in the Classified Service and, after consulting with Department Heads, shall prepare a position classification plan for such positions. The position classification plan shall consist of classes of positions in the Classified Service defined by job descriptions, including the title. The position classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, authority, responsibility, and working conditions are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class and job family.
- C. Adoption, Amendment and Revision of Classification Plan. The classification plan shall be adopted by and may be amended from time to time by resolution of the City Council. At the time of consideration by the City Council, any interested party may appear and be heard.
- D. Salary Range. Each job classification will carry with it a salary range approved by the City Council through a resolution or memorandum of understanding with bargaining units.
- E. New Positions. Requests for new positions will be submitted first to the Administrative Services Director or designee by the respective Department Head. Each request for a position will include a proposed job title and grade, a statement of purpose, duties and responsibilities, and a detailed justification as to the necessity of the position. The Administrative Services Director or designee will review all requests and make a recommendation to the City Manager, after consultation with the respective Department Head, on the appropriate title, classification, and pay grade of all new positions. Upon City Manager approval, all new positions will be submitted to City Council for budgetary consideration.

- F. Reclassification. Requests for reclassification must be submitted to the Administrative Services Director or designee through the budget process or in written form. A reclassification is a change to a different class within the classification plan or the establishment of a new class on the basis of a substantial change in duties performed in such position. These requests should include the present and proposed title and salary range, as well as the proposed method of financing, and statement of justification. The Administrative Services Director or designee will review all requests for reclassification and recommend approval or disapproval to the City Manager.
- G. Job Description. For each job classification, there will be a written job description containing the supervisory relationship, general nature of duties to be performed, essential examples of duties to be performed, and minimum qualifications required of applicants for the position. Substantive revisions to job descriptions that are associated with substantive changes to the duties performed by a particular position shall be subject to approval by the City Council. Non-substantive changes, such as to reflect previous, gradual changes to the conditions in which work is currently performed or to improve accuracy in describing the class or position title, or update non-substantive details associated with job duties already performed, may be approved administratively by the City Manager and are not subject to approval by the City Council.

SECTION 6. METHODS OF FILLING VACANCIES

- A. Notice to City Manager. Whenever a vacancy in the classified service is to be filled, the City Manager, after considering the recommendation of the Department Head, shall have the right to decide how to fill the vacancy.
- B. Types of Appointment. All vacancies in the classified service shall be filled by transfer, promotion, demotion, reemployment, or reinstatement. In the absence of persons eligible for appointments as specified above, provisional, acting, or emergency appointments may be made in accordance with these Personnel Rules.
 - 1. Provisional Appointment. A provisional appointment may be made, by the City Manager, with the recommendation of the Department Head, of a person meeting the minimum training and experience qualifications for the position. The term of a provisional appointment shall not be longer than six months. During a provisional appointment, a provisional appointee shall be compensated at the level assigned to that position.
 - a. The provisional appointee shall be considered a temporary employee and shall not be entitled to the rights and benefits afforded to classified employees under these Personnel Rules. In the event that a Retired Annuitant is hired as a provisional employee, the appointment and employment of the Retired Annuitant will be governed by the applicable statutes and regulations of CalPERS or other applicable retirement system. In the event that the City's rules and procedures on provisional employment are inconsistent with the applicable statutes and regulations governing the employment of retired annuitants, the statutes and regulations shall control.
 - b. Individuals hired under a provisional appointment will be notified in writing by the City that the appointment is of a temporary nature. Employees appointed to a provisional position will not acquire probationary or regular

status or rights. Time spent in a provisional position will not count toward the probationary period if the employee is subsequently appointed to the regular position.

2. Acting Appointment. Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence.
 - a. Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than twelve (12) consecutive working days, the employee shall receive the salary rate of the higher class in which the employee is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the current salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of the employee's current position, but in no case shall such salary exceed the top salary step of the higher classification. The higher salary rate payable shall commence on the thirteenth working day following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of the higher classification shall be placed in writing by the City Manager, or the City Manager's designee, following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the City Manager, or the City Manager's designee, as recommended by the affected Department Head.
 - b. The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists without the announcement by the City Manager, or the City Manager's designee, of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than 960 hours in a fiscal year or six (6) total months, whichever comes first, in a higher classification without successfully passing the examination.
 - c. An employee appointed in an acting capacity shall be eligible to receive performance increases in the permanent position during the acting appointment but shall not be entitled to performance increases in the position which the employee holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.
 - d. The City Manager, or the City Manager's designee, shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of twelve (12) working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that employee's salary rate will revert to the salary

rate in the employee's permanent position upon the expiration of the need for the performance of the duties of the higher classification.

3. Emergency Appointment. To meet the immediate requirements of an emergency condition, the Department Head, or any persons so authorized in advance by the City Manager, may employ such persons as may be needed for the duration of the emergency without regard to the personnel regulations or rules affecting appointments. As soon as possible, such employment will be reported promptly to the Administrative Services Director or designee. Emergencies are defined as fire, flood, earthquake, or other public calamity, which threatens life or property. The emergency appointee shall be considered a temporary employee and shall not be entitled to the rights and benefits afforded to classified employees under these Personnel Rules. In the event that a Retired Annuitant is hired as an emergency employee, the appointment and employment of the Retired Annuitant will be governed by the applicable statutes and regulations of CalPERS or other applicable retirement system, to the extent such provisions remain in effect during the emergency. In the event that the City's rules and procedures on provisional employment are inconsistent with the applicable statutes and regulations governing the employment of retired annuitants, the statutes and regulations shall control.
4. City-Initiated Transfer. Based on the City's needs, an employee may be transferred by the City Manager at any time from one position to another position within the same or comparable class. Employees who are transferred upon the initiative of the City will not be required to serve a probationary period. Upon approval of the City Manager, an employee may be transferred by the Department Head at any time from one position to another position in a comparable class where the salary range is the same, involves the performance of similar duties and requires substantially the same basic qualifications. However, the employee must meet the minimum qualifications established for the position being transferred to. The employee will be notified prior to any transfer. Any employee who is transferred from one position to another position in the same or similar class will be compensated at the same step and salary range the employee received in the previous position. The employee's anniversary date for purposes of performance evaluation timing will change to the effective date of the transfer.
5. Employee-Initiated Transfer. Regular employees who have completed their probationary period may request a transfer to a different position. Requests for transfer from an employee will be assessed for feasibility and benefit to the City. Employees requesting a transfer will submit a memorandum to the City Manager detailing the request for transfer and reasons for the request. Upon receipt of the transfer request the City Manager will notify the employee's Department Head. Job performance, qualifications, attendance, and other legitimate factors will be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. Employees transferred to a vacant position at their request will serve a new 6-month probationary period. Any employee who is transferred from one position to another position in the same or similar class will be compensated at the same step and salary range the employee received in the previous position. The employee's anniversary date for purposes of performance evaluation timing will change to the effective date of the transfer. If the transfer

involved a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the transfer.

6. Interactive Process Transfer. As part of the interactive process and in accordance with state and federal law, an employee who is unable to perform the essential functions of the employee's present classification may be placed in a vacancy in another class that does not result in a promotion if the employee can perform the essential functions of the vacant position, with or without reasonable accommodation. Employees who are transferred under this section are not required to serve a probationary period.
7. Promotion. It is the policy of the City to fill authorized vacant positions based on merit. Insofar as consistent with the best interest of the City, vacancies in the Classified Service may be filled by promotion from within the Classified Service, after a promotional examination has been given. All regular or probationary employees meeting the qualifications standard of a higher-grade position under the same or different job classification may be considered for promotion. Employees promoted to a new position will start at the salary step determined appropriate by the City Manager and will serve a six-month probationary period. The date of promotion will become the employee's new anniversary date for performance review and merit salary increase purposes. Employees receiving promotions will be reviewed after six months, one year, and annually thereafter.
8. Demotion. The City Manager may voluntarily or involuntarily demote an employee. No employee will be demoted to a position for which the employee does not possess the minimum qualifications. Disciplinary demotion action will be in accordance with Section 17. Any demotion taken in lieu of layoff will be in accordance with Section 23. An employee may also request a voluntary demotion. An employee who possesses the minimum qualifications, may request a voluntary demotion to a lower position. An employee requesting a voluntary demotion will submit a memorandum to the employee's Department Head requesting a voluntary demotion and detailing the reasons for the request. Upon receipt of the request for voluntary demotion, the Department Head will notify the City Manager. If the request for voluntary demotion involves a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the demotion. Demoted employees are required to serve a 12-month probationary period in accordance with Section 11. The employee's anniversary date will change to the effective date of the demotion. Demoted employees will have their salary reduced accordingly to the appropriate salary range. Salary determinations for demoted employees are solely within the discretion of the City Manager.
9. Reinstatement. With the approval of the City Manager, a former full-time employee may be reinstated within one (1) year of the effective date of resignation from a City position to a vacant position in the same classification formerly held. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the position unless specifically waived in writing by the City Manager. No credit for former employment shall be granted in computing salary, vacation, or other benefits except on the specific recommendation of the City Manager at the time of reinstatement unless otherwise required by law. The employee shall have a new hire date that is applicable to all benefits, including retirement and retirement health benefits, unless otherwise required by law

10. Reemployment. An employee may be appointed from a reemployment list following layoff in accordance with Section 23 or when the employee has failed a promotional probationary period or a probationary period due to employee-initiated transfer in accordance with Section 10.

SECTION 7. RECRUITMENT

- A. Announcements. All examinations for openings in the City's service will be published by posting announcements in City Hall and in such places as the Administrative Services Director or designee deems advisable. The announcements will specify the title and pay range of the class for which the examination is announced; the nature of the work to be performed; the objectives the positions are expected to accomplish; qualifications desirable for the performance of the work of the class; the dates, times, place, and manner of making application; the closing date for receiving applications; the minimum requirements for the position; and other pertinent information. Additional recruitment methods may be utilized as necessary to ensure that the employment needs of the City are met.
- B. Application Forms. Applications will be made through an online application system and/or on forms provided by the Administrative Services Director or designee. Such forms will require information covering the training, experience, and other pertinent information.
- C. Submitting Applications. Applications must be submitted as prescribed on the examination announcement. Applications must include all required information. The person applying must sign the application. Applications unsigned by the applicant are considered incomplete, and will not be accepted. The Administrative Services Director or designee must receive completed applications no later than the date and time published as the final filing date. All applications will become the property of the City. They will not be returned to the individual applicant. The City may destroy applications filed through the selection process in accordance with the City's document retention policy.
- D. Incomplete Applications. Applications lacking information deemed material by the Personnel Officer may be returned to the applicant with notice to amend provided adequate time exists before the final filing date. Incomplete applications received at the end of the filing period will not be given consideration for City employment.
- E. Types of Recruitments. Recruitments may be conducted in any of the following manners at the discretion of the Administrative Services Director or designee.
1. Open Recruitment - A recruitment open to any applicant.
 2. Internal/Promotional Recruitments. - A recruitment open to only those persons employed in a regular, probationary, or temporary position with the City. Volunteers and enrollees in training and work programs shall not be eligible to compete in internal recruitments.
- F. Disqualification. The Administrative Services Director or designee may eliminate from the selection process or refuse to certify for the position, the name of any person:
1. Who does not possess the minimum qualifications for the position;

2. Who has failed to submit a complete application;
3. Who has made any false statement, misrepresentation, or omission of any material fact, or who has practiced, or attempted to practice, any deception or fraud in the person's application;
4. Who has not signed the application under penalty of perjury;
5. Who has not applied for the position in a timely manner;
6. Who has otherwise violated provisions of these Personnel Rules; or
7. Who has demonstrated other reasons which would indicate that the applicant is unfit for the position.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be mailed to the last known address; it will be the applicant's responsibility to keep the applicant's current address on file. Whenever an application is rejected, Human Resources will mail notice of such rejection to the applicant.

SECTION 8. SELECTION PROCESS

The selection techniques used in the examination process shall be impartial, be of a practical nature, and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to which they seek to be appointed. The selection procedure may consist of such recognized techniques as achievement tests, aptitude tests, evaluation of personality and background through personal interviews, performance tests, evaluation of work performance, work samples, physical agility tests, other written tests, review and investigation of personal background and references, criminal background check via fingerprinting, post-offer medical and psychological examinations, post-offer drug and/or alcohol analysis, or any combination thereof. The Administrative Service Director shall ensure that reasonable accommodations are made in examinations for persons with disabilities under the ADA and/or FEHA, when needed. All inquiries regarding criminal conviction history and all medical examinations (including drug tests) shall only be administered after the conclusion of all other examinations, except the probationary period, and after a conditional offer of employment has been made by the City.

- A. General Nature. The selection techniques used in the selection process will be impartial and of a practical nature and will relate to those subjects that, in the opinion of the Administrative Services Director, with the advice of the appropriate Department Head, fairly measure the relative capacities of the persons examined to perform the duties and responsibilities of the position to which they have applied.

- B. Examinations. Examinations will be competitive and consist of such recognized personnel selection techniques as achievement tests, aptitude tests, performance tests, physical agility tests, evaluation of skills and background through personal interviews, evaluation of daily work performance, work samples, or any combination thereof.
- C. Subjects and Methods. Examinations may be formal, informal, written, oral, practical demonstrations, or any combination thereof, or any other form which will test fairly the qualification of applicants and may consist of one or more of the following parts:
 - 1. Specialty. This part will constitute that portion of the examination dealing with the duties of the position, and must be designed to test the ability of an individual to perform said duties and objectives.
 - 2. Education. This part may consist of spelling, composition, civics, City information, or any or all of these, as well as other subjects to test the basic training necessary for performing the duties of the position and advancement in the service. Verification of educational background may be requested by providing copies of degrees, transcripts and or certifications prior to appointment of the position.
 - 3. Physical Agility Test. A physical agility test may be administered as a contingency to the position.
 - 4. Personal Interview. The applicant may be questioned as to the duties of the position, training, experience, nature of work performed, and other reasonable questions to determine fitness for the position. Personality and professionalism may be counted as factors in an examination.
- D. Conduct of the Examination. The Administrative Services Director, or the Administrative Services Director's designee, will be responsible for the coordination and/or administration of examinations. The Administrative Services Director may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Administrative Services Director will see that such duties are performed.
- E. Scoring Examinations and Qualifying Scores. In all examinations, further consideration will be based on all factors in the examination including educational requirements, experience, and other qualifying elements as shown in the application of the candidate, or other verified information. All scores and results will remain confidential and are not deemed public record.
- F. Notice of Examination Results. Applicants will be notified in writing concerning the results of their participation in the selection process, but applicants will not be advised of any score received.
- G. Order of Eligibles. Upon scoring of all examination components, the names of eligibles will be placed in eligibility categories according to composite performance on weighted selection procedures.
 - 1. Tied Scores. Except as provided in this section, in case of tied scores, all eligibles shall receive similar treatment which shall include certification at the same time,

notwithstanding that such action may require an exception to any of these Personnel Rules pertaining to numbers of persons certified.

2. Veteran's Preference. For purposes of placement on the list of eligibles, if an applicant who has a tied score in an examination is a veteran, as that term is defined in Section 50088 of the California Government Code, the tie will be broken in favor of the veteran, such that the veteran will be placed at a higher position than the non-veteran.
- H. Optional Employment Lists. The City may, but is not required to, establish an employment list in accordance with this Section. If the City elects to establish an employment list, applicants will be so notified.
1. Establishment of Employment List. As soon as possible after the completion of an examination, the City Manager will certify an employment list. Employment lists established will be confidential; names and final scores will not be made public information.
 2. Types of Employment Lists.
 - a. Promotional Internal Employment List. The names of eligibles will be placed on the list in order of their final score.
 - b. Open-Competitive Employment List. The names of eligibles will be placed on the list in order of their final score.
 - c. Reemployment List. The names of employees laid off under the provisions of Section 23 shall have their names placed on a reemployment list. In addition, employees who are rejected during a promotional probationary period and cannot be returned to their prior position or a similar position shall have their names placed on a reemployment list for their prior position.
 3. Use and Duration of Employment Lists. An employment list shall become effective upon the City Manager's certification that the list was prepared and represents the relative evaluation of the applicants whose names appear thereon. Each employment list generally will only be used to fill one position. However, the City Manager, in the City Manager's discretion, can use an employment list to fill more than one position. Each employment list shall remain effective for six months or until the City Manager abolishes the list, whichever occurs sooner. The City Manager may extend an employment list for a period not greater than an additional six months when it appears to be in the best interest of the City. The City Manager may abolish an employment list when fewer than three names remain on the list or when a certification of three active eligibles is not available. Active eligibles on an abolished list will be given the opportunity to reapply for the classification or have their names integrated in a newly established list if the selection procedure has not changed, for a period not to exceed the life of the newly established list. Such integration may be granted only once for any list.
- I. Removal of Names from Selection Process. The Administrative Services Director may remove the name of any applicant from the selection process upon any of the following occurrences:

1. On evidence that the applicant cannot be located by postal authorities. Failure to reply within seven days to a letter requesting information as to availability for appointment, or failure to notify the Personnel Officer of any change of address resulting in the return of letters without forwarding by the U.S. Postal Service, will be considered grounds for removal. With such evidence, on submission of a request therefor, giving acceptable reasons as to why the notice was not returned or change of address not filed, the Personnel Officer may restore the name of an eligible candidate to the selection process.
 2. On the applicant's failure to respond to correspondence sent to the email_address the applicant has provided the City within five business days of the correspondence being sent; or if the City receives notice that the email address provided by the applicant did not accept the correspondence.
 3. If an Applicant submits a written statement declining appointment and seeking to be removed from the selection process.
 4. If an offer of regular full-time employment in the class for which the recruitment was conducted has been declined by the applicant.
- J. Availability of Applicants. It shall be the responsibility of applicants to notify the Personnel Officer in writing of any change of address or other change affecting their availability for appointment.

SECTION 9. PRE-EMPLOYMENT REQUIREMENTS AND APPOINTMENT

- A. Conditional Offer of Employment. Following the selection process, the City Manager may make a conditional offer of employment to the applicant selected by the Department Head.
- B. Criminal Conviction History and Background Screening. The City will only inquire about criminal conviction history after it has issued a conditional offer of employment. Applicants who receive a conditional offer of employment may be requested to be fingerprinted and/or undergo a background screening, as part of the examination process. Refusal of an applicant or employee to be fingerprinted, failure to report for fingerprinting or failure to provide such information as is necessary to conduct a background check will be sufficient cause for disqualification for employment or termination from employment. The City's process for inquiring about criminal conviction history is set forth in a separate administrative policy.
- C. Medical Examination of Applicants and Employees. Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment medical examination. The City may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination, however, the City will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the City will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history

questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form.

1. Depending on the essential functions of a position, a medical examination may be required for:
 - a. Applicants who have received a conditional offer of employment;
 - b. Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a more different nature;
 - c. Employees returning to work from a medical leave of absence. The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or
 - d. When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors.
 2. The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.
 3. Regulatory Compliance. Certain employees are subject to regulations issued by the Department of Transportation and/or the California Department of Motor Vehicles. All such employees must meet the standards set forth in those regulations as part of the hiring process and as part of continued employment.
- D. Employment Eligibility Verification. In compliance with regulations of the United States Department of Justice and the Immigration and Naturalization Service, the City requires that each person hired by the City complete Section I of the Employment Eligibility Verification Form I-9 to verify that the person is eligible for employment in the United States.
- E. Driver License and Driving Record. Employees who are required to drive as a part of their job are required to possess a valid California driver license and maintain a satisfactory driving record acceptable to the City Manager as a condition of employment. The City will, from time to time, obtain a copy of employee driving records from the DMV where permitted by law. Employees must immediately report to the Administrative Services Director any changes in driving privileges. Failure to do so may result in disciplinary action up to and including termination. Employees who are required to drive a personal vehicle as a part of their job must provide proof of insurance in amounts and forms as approved by the Administrative Services Director and comply with additional requirements set forth in separate City policy.

- F. Formal Appointments. After interview and investigation, the City Manager, in consultation with the affected Department Head, shall make appointments from among those qualified and will immediately notify the Administrative Services Director or designee of the person or persons appointed. The Administrative Services Director, or designee, will thereupon notify the person appointed, and if the applicant accepts the appointment and presents for duty within such period of time, as the appointing power will prescribe, the applicant will be deemed to have been appointed; otherwise, the applicant will be deemed to have declined the appointment.
- G. Employment Oath. All employees of the City must complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment in accordance with Article XX, Section 3 of the Constitution of the State of California. A signed copy will be included in the employee's personnel file.
- H. Keys and Other City Property. Keys to City facilities will be issued to employees so designated by the City Manager. Keys are the property of the City and must be surrendered to the City upon demand or upon separation from employment. Employees are required to immediately report lost or stolen keys to the employee's supervisor and Department Head. Employees may not copy keys or lend keys to other persons without the approval of the City Manager. Other property issued to the employee belonging to the City will be surrendered to the City upon demand or upon separation from employment.

SECTION 10. PROBATION

- A. Objective of Probation. A probationary period shall be utilized to closely observe a new employee's work; for securing the most effective adjustment of a new employee to their position; for determining if the new employee can adhere to City rules and policies; and for rejecting new employees when their performance does not meet the required standards of work.
- B. Length of Probationary Period. All regular employees shall serve probationary periods, and all newly hired employees will serve a minimum one-year probationary period. Employees promoted from a full-time position into a higher level full-time position shall serve a six-month promotional probationary period. Probationary periods may be extended in accordance with these Personnel Rules.
- C. Rejection of Probationer. When initially hired into a full-time position, every person hired by the City shall be considered probationary until either granted regular status by the City Manager, upon recommendation of the Department Head, or by default at the conclusion of one year. Probationary employees do not have property or vested rights to their position with the City and are considered at-will employees. During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy shall be filed with the Human Resources Office.
- D. Probation Extension. An employee's probationary period may be extended by a maximum of six months past the end of the initial probationary period by the City Manager, per Department Head recommendation.
- E. Rejection from Promotional Probation or Employee-Initiated Transfer. Any employee rejected during the probationary period following a promotional appointment shall be

reinstated to the position from which the employee was promoted if it remains vacant, unless

1. Charges are filed and the employee is discharged in the manner provided in these rules for positions in the classified service;
2. No vacancy exists for the classification to which the employee would revert; or
3. No funding is available in the classification to which the employee would revert.

If there is no vacancy in the employee's prior position or a similar position or if no such position is funded, the employee may request to be placed on a reemployment list.

F. Probationary Period Following Demotion, Transfer, Reinstatement or Reemployment.

1. Demotion. A new 12-month probationary period will be required following demotion, unless waived by the City Manager. When an employee demotes from one department to another department, a new probationary period will be served in the new department.
2. Transfer. A new 12-month probationary period will be required following transfer, unless waived by the City Manager. When an employee transfers from one department to another department, a new probationary period will be served in the new department.
3. Reinstatement. A new 12-month probationary period will be required upon reinstatement to a position as detailed in Section 6(B)(9) above, unless specifically waived in writing by the City Manager
4. Reemployment. Persons appointed to positions by reemployment must serve a new 6-month probationary period, unless the appointment is to the same class in the same department where a probationary period has been previously successfully completed.

SECTION 11. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS

A. Nepotism.

1. Definitions.
 - a. Applicant. A person who applies for a position at the City and is not a Current Employee.
 - b. Change of Status. A change in the legal status or personnel status of one or more Current Employees.
 - i. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current

Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.

- ii. Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or termination of a Current Employee who is a Family Member of another Current Employee.
 - c. Current Employee. A person who is presently a City employee, or an elected or appointed City official.
 - d. Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis shall constitute Direct Supervision:
 - i. Occupying a position in an employee's line of supervision; or
 - ii. Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
 - iii. Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.
 - e. Family Member. A spouse, domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.
 - f. Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:
 - i. Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.
 - ii. Direct Supervision of a Family Member that does not comply with limitations set forth in this Article;
 - iii. Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.
2. Applicants for Employment.
- a. No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Article, the City may reasonably regulate, condition, or prohibit the employment of an Applicant.
 - b. Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

- c. Review of Administrative Services Director. For each Applicant who has a Family Member who is a Current Employee, the Administrative Services Director shall assess whether any of the following circumstances exist:
 - i. Business reasons of supervision, safety, security or morale warrant the City's refusal to place the Applicant under Direct Supervision by the Family Member; or
 - ii. Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the City's refusal to permit employment of Family Members in the same department, division, or facility.
 - d. Decision of the Administrative Services Director. If the Administrative Services Director determines that either of the above circumstances exist, the Administrative Services Director shall exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.
 - i. Following examination, if the Applicant is successfully certified as eligible pursuant to Article Section 8, he or she may be employed in a position for which the Administrative Services Director has determined that neither circumstance exists pursuant to Section 11.A.2.c.
 - ii. When an eligible Applicant is refused appointment by virtue of this Section 11, his or her name shall remain on any employment list that has been created for openings in the same classification. For each opening, the Administrative Services Director shall make a determination consistent with Section 11.A.2.c.
3. Guidelines for Current Employees.
- a. Employees shall report a Change of Status to the Administrative Services Director within a reasonable time after the effective date of the Change of Status. Wherever feasible, Employees shall report a Change of Status in advance of the effective date.
 - b. Within thirty days from receipt of notice, the Administrative Services Director shall undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.
 - i. The Administrative Services Director shall consult with an affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.

- ii. Notwithstanding the above provisions, the City retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Sections 11.A.4.b.i or 11.A.4.b.ii.

4. Monitoring by Department Head.

- a. Following a Change of Status or new hire of a Family Member, affected Department Heads shall reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Administrative Services Director's determination. The Department Head shall document these actions. Successive Department Heads may re-visit such a determination at their discretion.
- b. If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head shall re-visit the Administrative Services Director's determination. Depending on the severity of the Prohibited Conduct, the Department Head may recommend that the Administrative Services Director take one or more of the following additional measures:
 - i. Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.
 - ii. If the situation cannot be resolved by transfer, one of the Family Members must separate from City employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.
- c. Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct shall respond in accordance with existing complaint and disciplinary procedures, where applicable.
- d. Where situations exist prior to the effective date of this Article that may be in conflict with this Article, every effort shall be made to reasonably address the situation so as to avoid any future conflict.

5. Appeal of Administrative Services Director Determination. Current Employees and Applicants affected by the application of this Article, may appeal the action to the Administrative Services Director within ten days of the action. The Administrative Services Director shall hear the individual's concerns and issue a written decision within 30 days of receipt of the individual's appeal. An individual who is dissatisfied with the Administrative Services Director's decision may appeal to the City Manager within five days of receipt of the Administrative Services Director's decision. The City Manager shall hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the

City Manager is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Personnel Rules.

6. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Administrative Services Director.
7. Savings Clause. Should any provision of this Article, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Article shall continue in full force and effect.

B. Consensual Romantic Relationships Between Employees.

1. General. Consensual romantic or sexual relationships between City employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the City. Relationships that present an actual conflict under this Section are therefore prohibited.
2. Application. This section shall apply to all City employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another City employee. The provisions of Section 1 regarding nepotism shall govern employees who marry or become domestic partners with another City employee.
3. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.
4. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor shall promptly disclose the relationship to the Administrative Services Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section shall be grounds for discipline up to and including termination.
5. Determination by Administrative Services Director. Within five working days, the Administrative Services Director shall issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Administrative Services Director, in consultation with the City Manager, shall have exclusive discretion in making the determination.
6. Resolution of Conflicts. Subject to limitations imposed by the Municipal Code and applicable provisions of these Rules, the Administrative Services Director will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of

a Supervisory employee, or where the Administrative Services Director determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The Administrative Services Director retains discretion to determine that the conflict may be resolved via voluntary resignation or termination only.

7. Prohibited On-Duty Conduct. All City employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another City employee at City facilities or assigned work locations, including off-site meetings, conferences, and similar activities. Such conduct is further prohibited during work hours. Moreover, upon termination of a sexual or romantic relationship with another City employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any City employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other City employees.
8. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between City employees should follow the complaint procedures provided under the City's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their past or present participation in a romantic or sexual relationship with another City employee.

SECTION 12. REPORTS AND RECORDS

- A. Maintenance of Personnel Files. A personal history folder shall be kept for each employee. Confidential medical records will be maintained in a separate file from other personnel files. The personnel history folders shall be maintained by the Administrative Services Director or designee, and shall contain a record of date of employment, promotions, performance reviews, disciplinary actions and such other information as the City Manager, or City Manager's designee, shall prescribe. All performance related entries to personnel history folders shall be brought to the attention of the employee.
- B. Review and Access of Personnel Files. Personnel records are confidential and, unless otherwise required by law, access to personnel records will be limited to current or former employees, authorized representatives of current or former employees, and authorized representatives of the City. Rights to access, inspect, and copy personnel records, as well as applicable procedures and limits upon such rights shall be as set forth in separate City policy.
- C. Current Address. Employees are required to notify the Administrative Services Director of any change of name, address, or telephone number within five calendar days of change.
- D. References. Any employee who receives a request for a personal reference by a former or current employee is required to forward that request to the Administrative Services Director and seek direction. Only the City Manager and the Administrative Services Director or their designees are authorized to provide references for former or current employees on behalf of the City of Duarte. No other employee is authorized to provide such written or verbal references or recommendations for former or current employees. Further, no other employee is authorized to respond to questions from persons outside the City about former or current employees regarding their work performance.

- E. Destruction of Records. Upon approval of the City Attorney, records relating to personnel may be destroyed as prescribed by law and the City's Document Retention Policy.

SECTION 13. EMPLOYEE TRAINING

Responsibility for developing training programs for employees will be assumed by the City Manager, Administrative Services Director or designee, and Department Heads. Such training may include lecture courses, demonstrations, assignments of reading matter, etc. These will be made available for the purpose of improving effectiveness and broadening the knowledge of municipal employees in the performance of their respective duties. All trainings are subject to prior approval by the employee's supervisor and Department Head.

Dues and related expenses for individual memberships in organizations are payable and/or reimbursable only when such memberships provide a specific benefit to the City, and with prior approval of the Department Head, City Manager or the City Manager's designee.

SECTION 14. COMPENSATION SYSTEM

- A. Salary Steps. Each salary range will be divided into seven steps.
- B. Compensation. Successful applicants for employment will be appointed to Step A of the salary range, unless a higher salary within the approved range is authorized by the City Manager. Only employees who begin their employment at the beginning of the salary range will be eligible for a salary review at their six-month review.
- C. Performance Review. Each employee will receive performance reviews at least annually, or more frequently, as prescribed by the City Manager or Department Heads.
- D. Merit Salary Increase. A merit increase will be granted if an employee has made satisfactory progress in performance since his or her previous review. This progress is based on the Department Head's assessment, with final approval by the City Manager.

Merit increases for employees who qualify for increase and who begin their employment at Step A will be as follows:

Step B	After six months continuous service in Step A
Step C	After six months continuous service in Step B
Step D	After 1 year continuous service in Step C
Step E	After 1 year continuous service in Step D
Step F	After 1 year continuous service in Step E
Step G	After 1 year continuous service in Step F

Employees who begin their employment higher than Step A will be eligible for their first salary review at one year of continuous service.

E. Salary Decrease. A salary decrease is the incremental reduction in pay within a salary range for disciplinary reasons. Further details regarding salary decreases are included in Section 16.

F. Time Sheets

1. All Employees.

- a. All-time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. All employees shall record accurately all exact time worked.
- b. To ensure the accuracy of all-time records, each employee will input their own time into the electronic timesheet system; therefore attesting that the recorded totals accurately and fully identify all time worked during the pay period, whether authorized or unauthorized, and that all meal periods to which the employee is entitled have been provided. Each employee shall further acknowledge that the employee has not violated any provision of this Section during the pay period, including but not limited to working unauthorized overtime or working during a meal period without authorization.
- c. Employees must ensure that the time sheets are submitted on the day and prior to the cut-off time designated by the City.
- d. Under no circumstances shall a Supervisor or employee input time on behalf of another employee. Limited exceptions to this may be granted by Human Resources in the case of an emergency or absence. Where so authorized, employees may instead provide their time sheet information via written/email communication.

2. Supervisors

- a. Supervisors shall review and address potential issues in time entries as established by City Policy. Supervisors shall approve each time sheet via the electronic timesheet system, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the supervisor was reasonably aware.
 - i. To carry out this duty, supervisors are responsible for daily monitoring of the following for non-exempt employees:
 - Start time for each workday;
 - Start time for each meal period;
 - End time for each meal period;
 - End time for each workday;

- Whether a meal period is taken (if no meal period is taken, this must be stated);
- All actual time taken as paid leave; and
- Any additional time during which work is performed, including work performed outside the regular shift.

G. Meal Periods.

1. Non-exempt employees are entitled to unpaid meal periods during which they shall be entirely relieved of responsibilities and restrictions. Such time shall not constitute hours worked.
2. Non-exempt employees shall be entitled to a 60-minute meal period. Thirty minutes of this meal period will be unpaid; 30 minutes will be paid.
3. Supervisors shall schedule meal periods to ensure appropriate coverage.
4. All employees shall take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work shall be kept to a minimum, and may only occur with the prior written authorization of a supervisor. Non-exempt employees who work during the unpaid portion of their meal periods shall be paid for time worked.

H. Overtime and Compensatory Time Off. Employees should refer to their applicable memorandum of understanding or contract of employment for information on overtime and compensatory time off.

SECTION 15. WORK SCHEDULES AND WORKWEEK

The City Council has implemented multiple work schedules to meet the City's needs. Each employee will be assigned to a work schedule.

- A. 4/10 Work Schedule. A 4/10 work schedule has been employed for most employees in which employees work Monday through Thursday, 7:30 a.m. to 6:00 p.m. with Fridays off. The workweek for employees on the 4/10 work schedule shall be seven consecutive days, starting at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.
- B. 5/8 Work Schedule. Some employees have been assigned a 5/8 work schedule with varying hours to meet the city's needs. The workweek for any employees assigned to a 5/8 work schedule shall be seven consecutive days, starting at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.
- C. Changes to Work Schedules. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and Department Heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee. For a continuing change affecting one or more employees, the Department Head will provide at least 30 days' advance notice.

SECTION 16. EMPLOYEE DISCIPLINE

- A. Basis for Discipline. The tenure of employees covered by these rules, excluding at-will employees, will be based on reasonable standards of personal conduct and job performance. Failure to meet such standards will be grounds for appropriate disciplinary action, which will be commensurate with the seriousness of the offense and with due consideration to the employee's performance record. Disciplinary action may be based upon any sufficient cause including, but not limited to, the following:
1. Violation of any personnel rules and regulations, administrative policies and/or departmental policies.
 2. Fraud in securing employment or making a false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
 3. Dishonesty.
 4. Incompetence, such as failure to comply with the minimum standards for an employee's position.
 5. Neglect of duty, such as failure to perform the duties required of an employee's position.
 6. Willful disobedience or insubordination, such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
 7. Any violation of the City's Alcohol & Drug Abuse Policy.
 8. Absence from the job during working hours without permission from the employee's supervisor or Department Head.
 9. Violations of rules, regulations, or orders established by the employee's supervisor or Department Head.
 10. Conviction of a misdemeanor relating to the employee's fitness to perform assigned duties, or conviction of a felony.
 11. Discourtesy to the public, employees, or other persons with whom the City maintains a relationship; or engaging in treatment that does not foster cooperation.
 12. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same.
 13. Misuse or abuse of City property or equipment.
 14. Substandard job performance.
 15. Failure to maintain any employment qualification.

16. Discrimination and/or harassment of employees or applicants based on a protected characteristic, as set forth in the City's Policy Against Harassment, Discrimination and Retaliation.
17. Failure or refusal to properly or satisfactorily perform assigned duties.
18. Carelessness in the performance of assigned duties.
19. Having one's privilege to operate a motor vehicle on the public highway in the State of California suspended or revoked by the Department of Motor Vehicles if deemed an essential job duty.
20. Inattention to duty, indolence, carelessness or negligence in the care or handling of City property.
21. Theft or harm to City property or the personal property of another.
22. Failure to comply with safety standards.
23. Assault, battery, horseplay, or fighting while on duty or under the guise of office.
24. Gambling on City property or during working hours.
25. Sleeping on the job.
26. Improper use of City funds.
27. Acceptance or solicitation of bribes or extortion.
28. Abuse of sick leave, repeated tardiness, or excessive absenteeism of any kind.
29. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.
30. Refusal or failure to report to work in a disaster or an emergency.
31. Falsification of any City report or record, or of any report or record required to be filed by the employee.
32. Use of influence of position with the City for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage.
33. Political activities precluded by State or Federal law.
34. Disclosure of confidential or proprietary City information to unauthorized persons, employees, or organizations.
35. Use of City tools, equipment, or other property for private, personal, unauthorized, or inappropriate purposes.

36. Other acts which are incompatible with service to the public.
- B. Types of Discipline. The following procedures shall be followed when, in the judgment of the Department Head, an employee has committed an act or omission that justified the disciplinary action indicated. Except for written warnings/reprimands, the Department Head (or designee), with advance notice to, and acting in conjunction with, the Administrative Services Director or designee, shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking action. The employee will receive a copy of the disciplinary notice, and a copy will be forwarded to Administrative Services for inclusion in the personnel file. The types of disciplinary actions which may be taken, in order of increasing severity, are:
1. Written Reprimand.
 2. Suspension without pay for one or more working days.
 3. Temporary or continuing incremental reduction in step within the current salary range.
 - a. Temporary. Disciplinary action in the form of step reduction will be imposed initially on a temporary basis for a defined period of time. The temporary period may be linked to the time needed to complete a performance improvement plan, in the Department Head's determination.
 - b. Continuing. Disciplinary action may be taken to continue a temporary step reduction until at least the employee's next annual performance review due to the Department Head's determination that the employee did not complete the performance improvement plan successfully.
 4. Involuntary demotion to a vacant position in a classification with a corresponding reduction in salary.
 5. Involuntary discharge of an employee from City service
- C. Relief of Duty. The Department Head may, verbally or in writing, cause the temporary assignment of an employee to status of personnel action leave with pay pending conduct or completion of such investigations or opportunity to respond as may be required to determine if disciplinary action is to be taken. In the event of a verbal notice, the Administrative Services Director or Department Head will confirm the action by giving the employee written notice. The employee will be advised of all restrictions to which the employee is subject to during the period of personnel action leave. If and when the employee is to be returned to duty, the City will provide the employee with written notice of when the employee should return to duty, a copy of which will be retained in the employee's permanent personnel file.
- D. Procedure for Discipline.
1. Disciplinary Action. For disciplinary action more severe than a written reprimand, the Department Head will advise the employee and Human Resources in writing of his or her intent to take disciplinary action. This advice will appear in the form of a Notice of Intent, and will include the following information:

- a. The disciplinary action intended.
 - b. The grounds upon which the disciplinary action is based.
 - c. The specific acts or omissions that constitute the basis for the disciplinary action.
 - d. Notice of the employee's right to respond to the charges either in writing, and/or at a meeting with the Department Head.
 - e. Copies of all materials considered in the Notice of Intent to take disciplinary action.
 - f. The employee's right to review and copy anything contained in his or her personnel file.
 - g. Notice that failure to respond in the time frame specified will constitute a waiver of the right to respond.
2. Employee's Response. An employee will be given the opportunity to respond to the Notice of Intent orally, and/or in writing, both, or not respond at all. If the employee chooses to respond orally to the Department Head, a meeting will be scheduled. At this time, the employee will be given a full opportunity to respond to the Notice of Intent, and will have the right to representation. This is not intended to be an adversarial hearing. The employee will not be accorded the opportunity to cross-examine City witnesses, or to present a formal case in opposition to the proposed discipline; however, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.
3. Notice of Imposition. If, after receiving a response to the Notice of Intent, or the expiration of the employee's right to respond, the Department Head decides to proceed with the disciplinary action, a final notice will be given to the employee containing the following information:
- a. The disciplinary action imposed.
 - b. The grounds upon which the disciplinary action is based.
 - c. The specific acts or omissions that constitute the basis for the disciplinary action.
 - d. Notice of the employee's right to appeal the Department Head's decision to the City Manager, if identified as an appealable decision.
 - e. Copies of all materials upon which the disciplinary action is based.
 - f. Notice of the employee's right to review and copy anything contained in his or her personnel file.

- g. Where applicable, notice that failure to file an appeal within a specified time frame will constitute a waiver of the right to appeal.
- 4. Effective Date of Disciplinary Action. Written reprimands shall take effect immediately upon issuance. Unpaid suspensions shall be served on the dates specified in the Notice of Imposition. Involuntary discharge shall take effect on the next working day following issuance of the Notice of Imposition, unless otherwise specified. Involuntary step reduction and involuntary demotion shall take effect on the first day of the next pay period following issuance of the Notice of Imposition, unless otherwise specified.
- 5. Disciplinary Action Subject to Appeal.
 - a. Any regular employee shall have the right to appeal the following disciplinary actions: a suspension without pay in excess of 40 hours, reduction in pay, non-probationary demotion, and/or termination.
 - b. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments.
 - c. The appeal process shall not be applicable to any other forms of discipline and/or grievances; however, an employee may submit a written rebuttal to the written reprimand or notice of suspension of 40 hours or fewer, for inclusion in the personnel file.
- 6. Disciplinary Appeal Process
 - a. An employee desiring to appeal the Department Head's decision shall have ten days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten day period.
 - b. If, within the ten-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:
 - i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as hearing officers to the City and the employee. Within ten days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the right to strike the first name to be determined by lot) until one name remains, and that person shall be the hearing officer.
 - c. Where practicable, the date for a hearing shall not be less than 20 days, or more than 60 days, from the date of the filing of the appeal with the City

Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

- d. All hearings shall be private provided, however, that the hearing officer shall, at the written request of the employee, open the hearing to the public.
- e. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- f. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- g. Each party shall have these rights: to be represented by legal counsel or other person of the party's choice; to call and examine witnesses; to introduce evidence; to cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence against the party. If the employee does not testify in the employee's own behalf, the employee may be called and examined as if under cross examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- h. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - i. The party imposing discipline shall be permitted to make an opening statement;
 - ii. The appealing party shall then be permitted to make an opening statement;

- iii. The party imposing disciplinary action shall produce the evidence supporting disciplinary action; the City bears the burden of proof and burden of producing evidence;
 - iv. The party appealing from such disciplinary action may then open the appealing party's defense and offer evidence in support of the appealing party's position; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
 - vi. Closing arguments shall be permitted at the discretion of the hearing officer; and
 - vii. Written briefs may be permitted at any point in the proceedings at the discretion of the hearing officer.
- i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. The hearing officer shall make findings based on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in the hearing officer's discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason the hearing officer believes to be important to reaching a fair and proper decision. The hearing officer shall render judgment in writing as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing, unless the parties agree to a different time period. The hearing officer's decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- j. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. The hearing officer may recommend sustaining, rescinding, or modifying the disciplinary action invoked against the employee. The hearing officer may not recommend discipline more stringent than that issued by the Department Head.
- k. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth the City Manager's findings and recommendations. In a termination case, if the hearing officer does not recommend sustaining termination, the opinion shall set forth the date the employee is recommended to be reinstated and/or effective date of other lesser recommended disciplinary action. The reinstatement date, if appropriate, may be any time on or after the date of imposition of disciplinary action.

- l. Within 30 days of the receipt of the hearing officer's written findings and recommendation, and transcript from the court reporter, whichever date is later, the City Manager shall adopt, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision which supports the hearing officer, the City Manager may order and read the transcript at the City Manager's option. The City Manager shall not conduct a de novo hearing. The City Manager may, at the City Manager's option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager. The parties may agree to extend the 30-day period.
- m. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- n. If the City Manager's decision calls for full or partial reduction or rescission of previously imposed discipline, the decision shall be effective from the first day after delivery of the City Manager's decision or shall relate back to and be effective as of the date the discipline was imposed, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at the employee's then base hourly rate.
- o. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

SECTION 17. ATTENDANCE

- A. Attendance. Employees will be in attendance on time at their workstation or location in accordance with the rules regarding hours of work, holidays, and leaves. Employees will make every effort to schedule personal appointments outside their working hours. Employee adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual performance evaluation. In accordance with Section 14 of these Rules, all supervisors/managers will keep track of employee attendance records, which will be reported to Administrative Services by approval of electronic timesheets or via written/email communication.
- B. Tardiness. It is the responsibility of the employee to arrive at work on or before the assigned time each day. If for some reason beyond the control of the employee, it is not

possible for the employee to come to work on time, arrangements in advance with the Department Head must be made at the earliest possible time. In no case will repeated tardiness be tolerated.

- C. General Absences. Pre-authorized vacations, floating holidays, authorized compensatory time off, authorized paid/unpaid leaves of absence due to bona fide illness or injury, jury duty, bereavement, or other City leaves are the only types of absences permitted. All others will be considered a violation of these rules and regulations.
- D. Unauthorized Absences / Job Abandonment.
1. An employee who is absent for a full shift without notification or authorization must return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and address. Failure to do so will constitute an automatic resignation effective as of the end of the last day an employee worked.
 2. If, within 10 days of said notice, the employee can show good cause for the failure to return to duty, the Administrative Services Director, in the Administrative Services Director's discretion may, with approval of the City Manager, reverse the resignation. The reversal of the resignation does not forfeit the City's right to discipline the employee in accordance with Section 17 of these Personnel Rules.
 3. In the event that an employee's absence is deemed an "automatic resignation" in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee's absence without notification or authorization for 24 hours or more shall be deemed just cause for termination.

SECTION 18. LEAVES OF ABSENCE

A. Effect of Leave of Absence on Employee Benefits.

1. Fully or Partially Paid Leave of Absence. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of employee's accrued leave banks will continue to receive full employment benefits. Such employment benefits, may include, but are not limited to, the accrual of paid leaves, and health insurance contributions, which remain at the rate the employee would receive if the employee was working the employee's normal work schedule.
 - a. Employees whose time worked or use of paid leave accruals are insufficient to provide full pay for more than $\frac{3}{4}$ of the pay period will not receive the full accrual of paid leaves to which their regular work schedule would otherwise entitle them for that pay period. Such accruals shall instead be pro-rated as follows:

$\frac{3}{4}$ or less, but more than $\frac{1}{2}$	$\frac{3}{4}$ of usual accruals
$\frac{1}{2}$ or less, but more than $\frac{1}{4}$	$\frac{1}{2}$ of usual accruals

¼ or less, but more than 0	¼ of usual accruals
0	0

2. Unpaid Leave of Absence. Unless otherwise required by law, an employee on an unpaid leave of absence shall not accrue any employment benefits, including, but not limited to, the accrual of paid leaves, and health insurance contributions. In addition, the employee's performance evaluation will be extended as stated in Section 15.
- B. Industrial Illness/Injury Leave. The City will grant a leave of absence to any employee who is unable to work due to an industrial illness/injury.
1. Duration. Leave duration under this section shall continue until: a) the City determines that the employee is released to return to work by the employee's health care provider without restrictions; b) the employee's health care provider releases employee to work with restrictions, and the City determines that it has a reasonable accommodation for the restrictions; or c) the City receives evidence, which the City deems satisfactory, from the employee's health care provider that the employee is unable to return with or without restrictions. The City may also terminate a leave of absence under this section if the employee retires from City employment or the employee fails to cooperate in good faith in the interactive process with the City to determine whether reasonable accommodation is available to return to work.
 2. Coordination. If leave under this section is also designated as FMLA/CFRA leave of absence, the employee may coordinate any unused accumulated sick and vacation hours with any workers' compensation insurance, long term disability, and any other wage replacement benefits, up to an amount equal to the employee's regular salary. Employee taking leave under this section that is *not* designated as FMLA/CFRA, shall coordinate unused accumulated sick hours with workers' compensation insurance, long term disability, and any other benefits provided to the employee, up to an amount equal to the employee's regular salary.
- C. Leaves of Absence Without Pay. In accordance with the procedures in this section, a temporary unpaid leave of absence for a defined period may be considered because of illness or disability, to take a course of study increasing the employee's usefulness on return to City service, or for acceptable personal reasons.
1. Written Request. When an employee has exhausted all of the employee's accrued paid leaves, the employee may request a leave of absence without pay in accordance with this Section. The employee must submit a written request to the City Manager for a leave of absence without pay, along with any supporting documentation. The City Manager may request further reasonable documentation in support of the employee's request for a leave of absence without pay, including confirmation that the employee is reasonably expected to return to work with the City upon conclusion of the authorized leave period, in accordance with applicable laws.

2. Mandatory Exhaustion of Paid Leaves. If an employee is requesting a leave of absence for medical reasons, the employee is required to first fully exhaust all of employee's paid leaves in order to be eligible to receive a leave of absence without pay. If an employee is requesting a leave of absence for non-medical personal reasons, the employee is required to fully exhaust all of the employee's paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.
 3. Authority to Grant a Leave of Absence Without Pay. The City Manager may grant a regular or probationary employee leave of absence without pay for a period not to exceed three months. After three months, the leave of absence may be extended if so authorized by the City Manager. Extensions of leaves of absence will not be granted unless, in the judgment of the City Manager, the City would not experience undue hardship from the employee's continued absence, or the particular circumstances would otherwise justify the extension. The approval or rejection of the City Manager will be in writing and final.
 4. Return to Work. Upon expiration of a regularly approved leave, the employee will be reinstated in the position held at the time leave was granted, provided such position continues to exist. An employee on leave who fails to report to duty promptly at its expiration will be subject to disciplinary action for being on an unauthorized absence and may trigger Job Abandonment provisions under Section 17.
- D. Military Leave of Absence. Military leave shall be granted pursuant to state and federal law. An employee entitled to military leave shall give the employee's Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of the employee's military orders to the employee's Department Head. The Department Head shall advise Human Resources of such military orders immediately.
- E. Jury Duty. An employee who receives a summons or subpoena to appear for jury duty, must provide reasonable advance notice to the employee's supervisor and human resources and provide a copy of the original summons to human resources. It will be the general rule to excuse employees of the City from the regular responsibilities of their positions with pay for up to twelve working days with pay when called for jury duty. (Generally, this means 120 hours for full-time employees and 90 hours for three-quarter-time employees; exceptions are at the discretion of the City Manager or designee.) However, if, in the opinion of the City, the absence of the employee would result in an undue disruption of work programs, the City may direct the employee to request an exemption or postponement of jury duty. The time spent off the job by a non-exempt employee while actually serving on jury duty under the supervision of the court will be compensated for on a straight time basis, limited to the employee's normal workday schedule, up to the limits specified herein. Exempt employees will receive full compensation for any workweek during which they perform work in accordance with the requirements of applicable wage and hour laws. Leave under this section continuing beyond twelve working days will be unpaid, however, employees may use accrued vacation leave to receive compensation.

An employee excused from jury duty prior to the completion of the employee's normal workday must return to work. All per diem reimbursement paid to the employee by the

court during a period of paid jury service, other than mileage reimbursement, will be signed over to the City. Failure to provide court verification of jury duty attendance or reimbursement of the court per diem to the City will be cause for the City to not compensate the employee for jury duty and may lead to disciplinary action. Any compensation paid to the employee while on jury duty may be subject to repayment if the employee fails to provide court verification or reimbursement of the court per diem.

- F. Voting Leave. The City encourages eligible employees to register and vote in all federal, state and local elections. Employees of the City are expected to vote prior to or following their assigned working hours. In accordance with the *Election Code*, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, the employee may take off such working time as will enable the employee to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify the employee's Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off shall be decided between the employee and the employee's Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Heads.
- G. Family and Medical Care Leave. The City provides family care and medical leaves of absence in accordance with the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and the Pregnancy Disability Leave Law ("PDL"). The policy regarding these leaves of absence are set forth in a separate City policy.
- H. Subpoenaed Absence. An employee who is subpoenaed or otherwise required under a court order to provide testimony as a witness, may receive the employee's regular pay during the employee's absence. An employee who receives a "Summons or Subpoena to Appear" for witness duty, must provide reasonable advance notice to the employee's supervisor and human resources and provide a copy of the original summons to human resources.
- I. Fitness for Duty Leave and Examination. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal issues. This Section is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that the employee is not fit to perform the employee's duties, the employee must notify the employee's supervisor immediately.
 - 1. Reasons for Fitness for Duty Leave. In the discretion of the City, an employee may be placed on a paid Fitness for Duty Leave and/or ordered to participate in a fitness for duty examination in any of the following situations:
 - a. An employee returns from a medical leave of absence of more than five working days.
 - b. An employee is involved in the interactive process with the City under Section 4.

- c. Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, disproportionate response to criticism, and inappropriate or uncharacteristic interactions with the public, co-workers, and supervisors.
 - d. Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of impairing drugs or alcohol shall be conducted in accordance with the City's Alcohol and Drug Policy.
- 2. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes the Supervisor reasonably suspect that the employee may not be fit for duty, the Supervisor, shall refer the employee to Human Resources who will determine if a fitness for duty examination is appropriate, and, if so, will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Department Head may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination shall be paid for by the City.
- 3. Procedure Following Receipt of Examination Results. The doctor examining the employee shall be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty". In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case shall the doctor reveal the underlying cause of the fitness or unfitness for duty without the employee's permission.
 - a. Fit for Duty. If the doctor finds the employee is fit for duty, the employee shall return to work immediately and perform all duties of the employee's position.
 - b. Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor shall specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The City shall then evaluate those restrictions, and determine if the City can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Section 4.
 - c. Unfit for Duty. If the employee is found to be unfit for duty, the employee shall not be permitted to work. The employee may request a leave of absence in accordance with the appropriate applicable provision(s) of these Personnel Rules. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that the employee is entitled to under these Personnel Rules, the employee shall be returned to work. However, if such certification is from the employee's own health care provider, the City may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this Section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the City and the employee, at the expense of the City. The opinion of fit or unfit rendered by the third doctor

shall be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the City shall engage in the interactive process as set forth in Section 4.

- J. Personnel Action Leave. The City has the right to place an employee on leave at any time with full pay. An employee may be placed on personnel action leave pending investigation of misconduct, potential disciplinary action, or other reasons that the City Manager, in City Manager's discretion, believes warrant such leave. A personnel action leave shall not have any negative effect on the employee's benefits. Personnel action leave may also be referred to as "Relief of Duty." An employee assigned to personnel action leave shall be required to be available by phone during the employee's regular working hours. In addition, employees on a personnel action leave are prohibited from entering City facilities or property or communicating with City employees, except to the extent that non-employees may access City facilities, property, or employees. The City Manager may place other reasonable restrictions on an employee during the period of personnel action leave.
- K. School Leave. The City will grant a leave of absence to an employee who is the parent, guardian, or grandparent of a child, in accordance with the following provisions.
1. Permissible Purposes:
 - a. To participate in the activities of the child's primary or secondary school or licensed child care provider;
 - b. To find, or to enroll, or reenroll the child in, a primary or secondary school or licensed child care provider.
 - c. To address an emergency, such as:
 - i. A request from child care provider or school that the child be picked up.
 - ii. A provision in the attendance policy for the child care provider or school, other than a planned holiday, that prohibits the child from attending.
 - iii. Closure or unexpected unavailability of the child care provider or school, other than during planned holidays.
 - iv. A natural disaster, including, but not limited to, fire, earthquake, or flood.
 - d. To appear at the school of a suspended child pursuant to a request made by the child's school under California Education Code section 48900.1.
 2. An employee may take up to 40 hours of leave per calendar year, but no more than eight hours in one calendar month. However, no limit shall be placed on the amount of leave taken under section 18(K)(1)(d). If more than one City employee requests leave in connection with the same child, only the first employee to provide notice is entitled to receive leave. The second employee may also be permitted to

take a simultaneous leave of absence if the second employee obtains written supervisory approval. The amount of leave available is fixed at a maximum of 40 hours per calendar year, regardless of the number of children, grandchildren, or wards that an employee may have.

3. An employee must provide reasonable advance notice of the need for leave and must make all reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the City. If an emergency makes such notice impossible, the employee shall notify the employee's Department Head as soon as possible. Employees returning from leave are required to provide written verification from the school or child care provider of the employee's need for leave at the specific time and date. If an employee fails to provide sufficient verification, the City may determine that the leave time was unauthorized.
 4. Leave under this section is unpaid. However, an employee may choose to use any accrued vacation time when taking leave under this section.
- L. Other Paid Leaves of Absence. The City provides employees with paid leaves of absence, which may include, vacation, sick leave, bereavement leave, holidays, compensatory time off, and administrative leave. Employees should refer to the applicable memorandum of understanding for details on these leaves of absence.

SECTION 19. SEPARATION FROM SERVICE

- A. Layoffs. Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority. Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve month period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of an individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.
- B. Resignation. An employee wishing to leave City service in good standing will file with the Department Head or Administrative Services Director, at least two weeks before leaving the service, a written resignation stating the effective date and their reason for leaving. Any such resignation notice received by a Department Head will be forwarded to the Administrative Services Director or designee. Failure to comply with this rule will be entered on the service record of the employee and may be cause for denying future employment by the City. The Administrative Services Director may wave the two-week notice period.
1. Employees will not be considered as "retired" from the City for purposes of any terms or conditions for City "retirees" unless the employee resigns from City service and also retires with CalPERS in accordance with applicable statutes, rules, and regulations.
- C. Job Abandonment. An employee may be separated from employment if the employee is on an unauthorized leave of absence as set forth in Section 17.D. of these Personnel Rules.

- D. Disciplinary Dismissal. An employee may be separated for disciplinary reasons as provided for in Section 17.
- E. Death. In the event of a death of an employee, payment of all earned wages due will be in accordance with the laws of the State of California. Unless otherwise provided by law, payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee.

SECTION 20. WORKPLACE SAFETY

- A. Commitment to Workplace Safety. The City is committed to providing a safe workplace for all employees. Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, the City expects all employees to take steps to promote workplace safety.
- B. Injury and Illness Prevention Program. In keeping with its commitment to workplace safety, the City has adopted an Injury and Illness Prevention Program as part of its safety program. Compliance with this Program is a condition of employment, and all employees will be evaluated on their compliance with the Program. Each employee will be given a copy of the Injury and Illness Prevention Program, and a copy is maintained in Human Resources.
- C. Reporting Unsafe Conditions. If an employee identifies a potentially unsafe condition or risk, the employee should immediately report the matter to the employee's supervisor.
- D. Worker's Compensation. As required by State law, each employee will be covered for Worker's Compensation Insurance.
 - 1. Notification of Injury or Illness. The employee will report to their immediate supervisor and Human Resources Office any work-related injury immediately. All relevant information concerning the injury/accident will be given in a timely fashion to the Human Resources Office and to the appropriate Department Head. It will be the Department Head's responsibility to ensure prompt medical attention according to procedures approved by the City Manager.
 - 2. Compensation. The first two doctor's appointments required during the course of treatment for a work injury or illness will be compensated as regular time. Additional work time taken by employees for medical appointments due to work-related illnesses or injuries will be fully compensated to the extent that the employee has sufficient accrued sick leave, vacation, floating holidays, administrative leave, or compensatory time off. When such time is exhausted, the employee will be entitled to no further compensation, other than worker's compensation benefits and/or disability insurance benefits in effect at the time of occurrence or the work-related illness or injury.
 - 3. Reporting Absences. The employee will keep the employee's Department Head informed on a timely basis of his or her progress as evidenced by a written verification of disability and the expected date of return.

- E. Drug-Free and Alcohol-Free Workplace. The City is committed to providing a work environment that is safe, healthy, and free of any effects caused by alcohol or drugs. Violation of the City's drug-free workplace policy can lead to disciplinary action being taken against an employee, up to and including dismissal. For more information regarding the policy, employees should review the City's Alcohol and Drug Policy.
- F. Workplace Violence Prevention. The City is strongly committed to ensuring the safety of all City employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect City employees will not be tolerated and will be subject to appropriate disciplinary action up to and including dismissal. The City's full policy regarding workplace violence is set forth in a separate City policy.

SECTION 21. ELECTRONIC COMMUNICATIONS

- A. Equipment and Systems. The City provides its employees with technology to conduct the City's official business. In this regard, the City has installed, at substantial cost, equipment such as computers and advanced technological systems such as electronic mail (e-mail) for use to conduct its official business. The appropriate use of this equipment and systems is set forth in a separate City policy.
- B. Lack of Privacy. As set forth more fully in the City's Electronic Communications Policy, the City reserves the right to monitor all City equipment and systems, and employees have no expectation of privacy when using City equipment or systems.

SECTION 22. DISASTER AND EMERGENCY SERVICE WORKERS

- A. Employees Designated as Disaster Workers. The protection of the health and safety, and the preservation of lives and property from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme peril to life, proper, and resources, is paramount to the City of Duarte. When a disaster strikes, the Duarte community looks to City employees for leadership and assistance in mitigating its effects. The assistance of City employees is vital to ensuring that this community recovers from a disaster as quickly as possible. It is important that all City employees be available to assist in responding to disasters, regardless of the position they hold. As such, in accordance with the provisions of Government Code sections 3100 et seq., all City employees are declared to be disaster service workers.
- B. Oath or Affirmation. All employees are required to take and subscribe to the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California at the commencement of their employment. The City Clerk shall maintain the oath or affirmation of all City employees for at least five years after the employee's termination of employment.
- C. Declaration of Disaster or Emergency. Upon the declaration of a disaster or an emergency, employees are required to follow direction given in accordance with the City of Duarte Emergency Management Plan.
- D. Employee Disaster Responsibilities.
 - 1. Off-Duty Procedures.

- a. Employees With Pre-Designated Roles. After ensuring that their families are safe and any short-term arrangements have been made for their families' security, employees who have pre-designated emergency or disaster roles shall respond according to those established procedures.
 - b. Employees Without Pre-Designated Roles.
 - i. Communication Systems Not Functioning. When the telephones or other communication devices are not functioning, employees who do not have pre-designated emergency or disaster roles should gather information from radio and television broadcasts, and comply with any instructions given for City employees. Unless an employee cannot physically report to work, all City employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.
 - ii. Communication Systems Are Functioning. If the telephones or other communication devices are working, employees shall make every effort to contact their immediate supervisor for instructions as soon as possible. Unless otherwise instructed or if it is physically impossible for the employee to report to work, all City employees are expected to report to work at their normally scheduled time after ensuring the safety and security of their own families.
2. On-Duty Procedures.
- a. Remain On Duty. All employees are expected to remain on duty at their normal work location or at a disaster location, unless dismissed by the proper authority designated in the City of Duarte Emergency Management Plan. Every attempt possible will be made by the City to assist each employee in communicating with the pertinent employee's family.
 - b. Ongoing Disasters. For disasters extending beyond the normal work day, employees are required to follow the direction and order of the property authority as designated in the City of Duarte Emergency Management Plan.
3. Employees Physically Unable to Report to Work. In the event that an employee is unable to return to work because road and transit conditions prevent travel by automobile, public transit, or other conveyance, the employee has the option to become a disaster service worker in the City where the employee resides. Any employee who cannot return to the City and serves as a disaster worker for another municipality is required to contact the personnel department of that municipality for further instructions and to obtain written documentation of the employee's assignment. The employee is required to notify the employee's own immediate City of Duarte supervisor of the employee's status of working in the other municipality.
- a. Compensation for Work Performed at Another Municipality. Employees who are unable to report to work during a disaster will be entitled to receive compensation from the City for the service performed at another

municipality, provided that the employee provide written proof from the other municipality of the amount of time the employee worked there. That information should be logged on the employee's timesheet and submitted through the normal payroll process. Alternatively, the employee may present written proof from the other municipality that the employee offered the employee's services, but that the other municipality rejected the employee's assistance.

- b. Returning to Duarte. Employees are required to communicate with their supervisor as soon as possible, and are required to return to their normal or disaster duties at the City of Duarte as soon as travel, by any reasonable means, to the City is possible.
- 4. Timekeeping Requirements. All employees are required to complete special timekeeping forms daily, which will keep a record of the following information:
 - a. The kind of disaster work performed;
 - b. The number of hours worked; and
 - c. The location where work was performed.
- 5. Disaster Duties. Employees shall perform those duties designated in the City of Duarte Emergency Management Plan, and any additional duties assigned by the proper authority as stated in the City of Duarte Emergency Management Plan. Employees may perform duties outside their normal job description during a disaster.
- 6. Failure to Report to Work During a Disaster. An employee who fails to report to work as a disaster worker at the City of Duarte or at another municipality will be considered on unpaid leave during the duration of the emergency, and may be subject to discipline, unless the employee submits documentation that supports justification to receive paid leave.

SECTION 23. HOUSEKEEPING

Each employee will be responsible for maintaining the employee's work area(s) in a neat and orderly manner that will enhance the public image of the City.

SECTION 24. DRESS AND GROOMING

- A. General Standards. The appearance employees project to the public and others they come in contact with while at work directly reflects on the City of Duarte. In the interest of presenting a professional image to the public, the City requires all employees to observe good habits of dress, grooming, and personal hygiene. Employees must always maintain a professional image.
 - 1. Business Casual. Non-uniformed employees are required to dress each day in business casual dress. Business casual wear is a style of dress which projects a professional, business-like image while still permitting employees to wear more casual and relaxed clothing. Business casual does not include play wear, leisure

wear, or beach wear. Clothing and footwear should be clean and in good repair. It may not be faded, torn, frayed, or revealing.

- a. Examples of appropriate business casual wear include, but are not limited to, khaki, "Docker type", gabardine, or wool slacks; polo, collared, or short-sleeved dress shirts; twin sets; sweaters; casual dresses and skirts; and loafer, flat, or dress sandals.
 - b. Examples of inappropriate clothing include, but are not limited to, sweat pants, overalls, t-shirts (other than those provided by the City), sweatshirts (other than those provided by the City), halter tops, tops that are backless or have a low-cut neckline, any shirt with inappropriate language or artwork, shorts, mini-skirts, clothing that is transparent or see-through; dresses with spaghetti straps, athletic shoes, or flip flops.
 - c. Upon the approval of an employee's Department Head, an employee may wear casual attire on a day other than a designated casual dress day, if the employee has been assigned a task that would be unsuited to business casual or formal business attire.
2. Formal Business Attire. Employees should always consider each day's activities when determining what to wear. If an employee is representing the City at a meeting (including City Council and Planning Commission meetings), formal business attire should be worn.
 3. Designated Casual Dress Day. Department Heads may, but are not required to, designate casual dress days, which permit employees to dress in a more casual, but still professional, style of dress. Except as expressly stated herein, all other provisions of this Article still apply. In the discretion of the Department Head, employees may be permitted to wear blue jeans; however, blue jeans must be in good condition, and cannot have any rips or tears. Employees are also permitted to wear athletic shoes as long as they are in good condition. T-shirts and sweatshirts are not permitted, with the exception of official City of Duarte t-shirts and sweatshirts that are in good repair.
 4. Department Head Directives. In their sole discretion, Department Heads may require specific business-related dress.
- B. Grooming. As part of the professional image presented to the public by the City, employees should appear for work in a clean, well-groomed manner.
 - C. Uniforms. Uniformed employees are expected to wear their uniforms when performing normal work activities, regardless of the time of day or day of the week. All uniforms are still expected to be clean and in good repair. Uniforms may generally not be worn outside working hours, but may be worn during brief stops to and from work and during breaks.
 - D. Safety. The City may impose additional restrictions on an employee's attire or grooming when there are safety concerns. Any such restrictions shall be issued in writing.
 - E. Exceptions. The City Manager may grant exceptions to this Article if requested by an employee as a reasonable accommodation on the grounds that the application of the

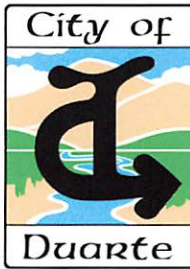
Article would infringe on an employee's protected characteristics as set forth in Section 4 of these Personnel Rules, or any other legally protected status. Such requests shall be considered in accordance with Section 4.D. of these Rules.

SECTION 25. USE OF PRIVATE EQUIPMENT/SUPPLIES

The City provides employees with all equipment reasonably necessary to perform their duties. Employees may choose, but are not expected to, provide their own personal equipment or materials to perform assigned duties. If an employee elects to use employee-owned supplies, tools, or equipment, such use will be done at the risk of the employee. The City will not be liable for theft or damage unless the use has been specifically authorized by the City Manager, and is determined to be necessary, by the City Manager, to carrying out the duties of the employee.

SECTION 26. PROHIBITION ON SMOKING

Smoking by employees is prohibited in City facilities and public meeting areas as set forth in Chapters 5.09 and 6.20 of the Duarte Municipal Code. No smoking, use of e-cigarettes, vaping, or smokeless tobacco is allowed in any City vehicle.



Agenda Item:	7G
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, Director of Public Safety

SUBJECT: Resolution of the City Council of the City of Duarte Proclaiming the Termination of a Local Emergency

RECOMMENDATION: That the City Council adopt Resolution No. 23-02 proclaiming the termination of a local emergency

FISCAL IMPACT: None.

BACKGROUND

On Sunday, June 12, 2022, the City of Duarte sustained a significant wildland fire named the “Fish Fire” that burned approximately 55.2 acres. The City Manager, acting as the Director of Emergency Services, determined that there were conditions of extreme peril to the safety of persons and property within the City of Duarte. Under the authority of Duarte Municipal Code Section 2.32.060 the Director of Emergency Services proclaimed the existence of a local emergency within the City of Duarte on the 13th day of June 2022. That proclamation was ratified by City Council Resolution No. 22-19 on the 14th day of June 2022.

DISCUSSION/ANALYSIS

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. Resolution No. 22-19 can now be terminated as all cleanup efforts and mitigation measures have been completed as they relate to the “Fish Fire” that occurred on June 12, 2022.

RECOMMENDATION

That the City Council adopt Resolution No. 23-02 proclaiming the termination of a local emergency.

FISCAL IMPACT

None.

ATTACHMENTS

A. Resolution No. 23-02

RESOLUTION NO. 23-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAIMING
THE TERMINATION OF A LOCAL EMERGENCY**

WHEREAS, a local emergency existed in the City of Duarte in accordance with Resolution No. 22-19 thereof proclaimed by the Director of Emergency Services on the 13th day of June 22, 2022, and its ratification by the City Council on the 14th day of June, 2022, as a result of conditions of extreme peril to the safety of persons and property caused by the Fish Fire which occurred on June 12, 2022.

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, IT IS HEREBY RESOLVED that the City Council of the City of Duarte, County of Los Angeles, State of California, does hereby proclaim the termination of said local emergency.

PASSED, APPROVED, AND ADOPTED this 24th day of January, 2023.

Jody Schulz
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 23-02 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of January, 2023, by the following vote:

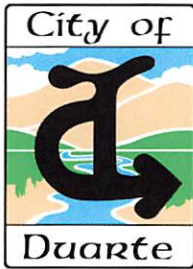
AYES: Councilmembers:

NOES: Council members:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Annette Juarez
City Clerk



AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Professional Services Agreement with LPA for Fitness Center and Aquatic Preliminary Assessment

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$39,000 for an Aquatic Preliminary Assessment at the Fitness Center, which includes potential options for the general replacement of the existing pool deck and ADA site improvements; and 2) approve a budget amendment of \$30,000 from the General Fund (100-1605-7965).

FISCAL IMPACT: Budget amendment of \$30,000 from the General Fund, increasing the allocated amount for FY 2022-23 from \$10,000 to \$40,000 (100-1605-7965).

BACKGROUND

In 2016, through the Maintenance & Servicing (M&S) Program funded by Los Angeles County's Proposition A, the City completed various pool repairs and upgrades to both the training and competition pools at the Duarte Fitness Center (Project #16-3). Those improvements included the repair and rehabilitation of the plaster and tile finish of both pools, repairs to each adjacent pool deck, and diving board stand repairs. While those improvements have brought a tremendous value to the facility and afforded the opportunity to program the facility with low-cost aquatic programming, including the very popular learn to swim lessons and swim team program, the existing deck surfacing just hasn't held up and is in need of repairs.

DISCUSSION/ANALYSIS

The existing deck surfacing is a Westcoat – Texture Crete System finish. According to the Texture-Crete System product's maintenance specifications, the material should be inspected for wear every 2 to 4 years and resealed with the appropriate Westcoat sealer every 3 to 5 years, depending upon traffic and UV exposure. However, with the amount of daily usage at the Fitness Center facility, in combination with the amount of direct sunlight the deck receives, we have been needing to resurface the deck and apply the material about every two years to continue to safely operate.

Recognizing that the current pool deck surfacing is not cost effective given the heavy usage, the Parks and Recreation Commission voted unanimously in October 2022 to demolish and replace the existing pool deck with a new surface and, in the process, to incorporate needed ADA upgrades. After investigating various firms with the expertise in aquatic and recreation centers, LPA by far stood out for their values, resources, and excellence in great design to help us deliver this project.

The LPA team features architects, landscape architects, and engineers - all with specialized expertise creating vibrant venues that promote engagement, fun, and fitness. Known as leaders in sustainability and for keeping the future in mind, LPA's designs embrace the natural landscape in which they're located, while delivering more efficient, cost-effective solutions. With project references including the West Hollywood Park Aquatic and Recreation Center, The Pools at the Great Park in the City of Irvine, and College of San Mateo Bulldog Aquatic Facilities to name a few, LPA is certainly positioned to timely and soundly assist Staff with a thorough preliminary assessment of all aquatic amenities at the Fitness Center facility to facilitate planning for future improvements.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to execute this Professional Services Agreement with LPA in the amount of \$39,000 for an Aquatic Preliminary Assessment at the Fitness Center, which includes potential options for the general replacement of the existing pool deck and ADA site improvements; and 2) approve a budget amendment of \$30,000 from the General Fund (100-1605-7965).

FISCAL IMPACT

Budget amendment of \$30,000 from the General Fund, increasing the allocated amount for FY 2022/23 from \$10,000 to \$40,000 (100-1605-7965).

ATTACHMENTS

A. Professional Services Agreement with LPA

CITY OF DUARTE
PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____ 2023, between the ("CITY") City of Duarte, a municipal corporation and LPA, a corporation, ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on _____ 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2023, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

City's Director of Parks & Recreation shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. City's City Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT in accordance with the compensation for the scope of services and upon receipt of invoice as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty-nine thousand dollars (\$39,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed twenty-five thousand dollars (\$25,000.00). Any additional work in excess of this amount shall be approved by the Duarte City Council.
- C. CONSULTANT will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this

Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years following project termination or completion.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by CITY, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent.

CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the CITY in connection

with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any

response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

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

To CITY: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attention: Director of Parks & Recreation

To CONSULTANT: LPA
5301 California Avenue, Suite 100
Irvine, CA 92617
Attention: Director of Sport + Recreation

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Duarte
A Municipal Corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES



SCOPE OF SERVICES

CITY OF DUARTE
CITY AQUATIC FACILITY
PRELIMINARY ASSESSMENT
1/3/2023 REVISED

Date	January 3, 2023 Revised
Client	City of Duarte
Contact	Mr. Manuel Enriquez Parks and Recreation Director City of Duarte menriquez@accessduarte.com D: (626) 386-6803 C: (626) 252-8481
Project	City Aquatic Facility Preliminary Assessment
Location	City Aquatic Facility xxx
Architect	LPA, Inc. "LPA"
Contact	Arash Izadi, ASLA, LEED AP Director of Sport + Recreation 5301 California Ave. Suite 100 Irvine, CA. 92617 aizadi@lpadesignstudios.com (949) 701-4059

PROPOSAL FOR SERVICES

The following will clarify the Scope of Services to describe the work and documentation of The Project and associated fees.

The City of Duarte has experienced ongoing issues related to the pool deck including visible failures of past surface applied treatments. These failures may necessitate a replacement of the overall deck. Due to the age and condition of the overall facility and potential code related deficiencies and or changes, the City has requested LPA provide a limited preliminary assessment of the pool facility to assist in preliminary planning of future improvements and/or mitigation.

As the City has limited funds available, the assessment requested is limited and general in nature. It is not intended to identify program deficiencies, or all facility needs, concerns, or requirements. The primary focus will be the pool deck and potential code or ADA improvements that may be appropriate or required. Where feasible, the existing City ADA report will be utilized to help inform any applicable deficiencies.

SCOPE OF WORK (BASIC SERVICES)

0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration services including:
 - .01 Initial consultation in development of the Project.
 - .02 Preparation of compensation estimates and professional services agreement(s).
 - .03 Project-related research.
 - .04 Conferences.
 - .05 Communications.
 - .06 Travel time.
 - .07 Direction of the work of in-house personnel.
- 0.02 Disciplines/Consultant Coordination/Document Checking services consisting of:
 - .01 Coordination between LPA's work and the work of other involved disciplines/consultants for the Project.
 - .02 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval services including:
 - .01 Research of critical applicable regulations.
- 0.04 City-Supplied Data Coordination services including:
 - .01 Review and coordination of data furnished for the Project as a responsibility of the City.

1 - PRELIMINARY ASSESSMENT SERVICES

In the Preliminary Assessment Phase, LPA, INC. shall provide those services necessary for LPA to assist the City in establishing general financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff services required to establish the following detailed requirements for the Project.
 - .01 Initial meeting to review project process, schedule, goals, and milestones.
 - .02 Review existing project information including existing surveys, program information, record drawings, and other available information.
- 1.02 Existing Facilities Assessment services consisting of researching, assembling, review and identifying supplemental information for The Project involving potential alterations and additions to existing facilities or determining new space usage in conjunction with any program changes including:
 - .01 Photography.
 - .02 Review of existing data.
 - .03 Generally document existing conditions, including visible and easily identifiable code violations, pool related maintenance concerns, and potential enhancements.
 - .04 Review pool deck and identify potential visible deficiencies.
 - .05 Review of existing drawings.
- 1.03 Existing City ADA Study services consisting of review of the existing report the City has developed. Where possible and feasible, to the level appropriate for the conceptual study, the existing study will be utilized to inform the assessment.
- 1.04 Written Report: Prepare a written report outlining general observations and making general recommendations for mitigation in preparation of a future project documenting the proposed and/or required mitigation/improvements.
- 1.05 Findings: Meet with City Staff to review the general findings and discuss potential options for mitigation /improvement.
 - .01 Prepare potential option(s) for consideration by the City, limited to the general replacement of the existing pool deck and ADA site improvements with no program change or removal and replacement of the existing pool. Building

- considerations will be limited to code required changes to the restrooms and fixture counts required by the pool size.
- 3.01 Review potential Health Department impacts and/or requirements.
 - 3.02 Written Report: Prepare a Draft and final written report documenting the findings of the assessment.
 - 1.06 Statement of Probable Construction Cost services consisting of development of a Rough Order of Magnitude Cost Range highlighting the key items discussed in the Assessment report.
 - 1.07 Project Development Scheduling services consisting of establishing a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, City responsibilities and proposed design and construction procedures.
 - 1.08 Summary of Meetings: services consisting of meeting attendance and presentations of Predesign Phase analyses and recommendations by LPA, INC. as follows:
 - .01 One (1) – Kickoff Meeting.
 - .02 One (1) – Site Assessment.
 - .03 One (1) – Findings and ROM Review.
 - 1.09 Summary of Deliverables:
 - .01 Draft Assessment Report.
 - .02 Final Assessment Report.
 - .03 Schedule.
 - .04 ROM Estimate.
 - .05 Meeting Minutes.
- the condition of the existing facilities, this assessment is not intended to identify all issues or provide comprehensive design services. Additionally, the assessment of the building is limited to Access compliance (ADA) and fixture counts as may be required for the pool size. The assessment is limited to readily visible items and pool related scope. HVAC, roof, structural, aesthetic, and or finish related items will not be reviewed. Items not readily visible or requiring movement of material will not be reviewed or identified. Detailed assessments are not included in this scope of work.
- 2. FORENSICS / DESTRUCTIVE TESTING: Destructive testing and/or forensic related work including but not limited to the pool structures, building equipment, deck, utilities and any other items are not included. Destructive testing of exiting pool and pool related structures to confirm as built conditions are not included in this scope of work. Additional testing, by the City outside of this scope of work will be required to confirm as-built conditions, structural integrity of the building and pool structures, wall thicknesses, concrete reinforcement, and compressive strengths in addition to other items.
 - 3. GEOTECHNICAL: Due to the condition of the pool deck, geotechnical investigation and a report may be required to identify soils and our design requirements related to the pool, deck and proposed improvements. All geotechnical testing, investigation and/or report are to be provided directly by the City outside of this Scope of Work.
 - 4. CONSULTANTS: The work of the aforementioned disciplines and consultants are included as part of this Scope of Services and will be billed at their fee plus 20% for LPA's coordination.
 - 5. SURVEY: City to provide an accurate topographical survey, including legal boundaries, spot elevations, existing utilities, and existing and proposed improvements, if required.
 - 6. APPROVAL: The City's verbal request to commence each task constitutes approval of prior work. Changes in subsequent work

STANDARD ASSUMPTIONS

The following are Scope of Services assumptions:

- 1. ASSESSMENT: The purpose of this Assessment is to generally identify the overall condition of the existing pool, deck and limited code deficiencies in the pool utility bldg. to allow the City to address code requirements in preparation for a more comprehensive future project. Due to the conceptual nature of the services noted and

- will be considered additional services, documented, and billed on an hourly basis.
7. CONSULTANTS: The work of the Architect, Landscape Architect, Cost Estimator, and Aquatics Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 20% for coordination.
 8. PROGRAM ENHANCEMENTS: Review of the existing program and/or program enhancements for the pool(s) or building are not included. Review of alternate pool sizes and or building enhancements, changes or alternations are not included.
 9. REIMBURSABLES: All project expenses shall be reimbursed to LPA by the Owner at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving document reproduction, plotting, deliveries, mileage, and any travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the City. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.20.
 10. RESPONSIBILITIES: LPA will be responsible for the initial Assessment only. Design, Construction Documents, Bid Negotiations, and Construction Administration for the development of the project areas as stated on this proposal are not included in this scope of work.
 11. UTILITY COMPLIANCE: The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
 12. RATE SCHEDULE: The attached LPA hourly rate schedule became effective January 2022, however, is subject to change without notification.
 13. ADDITIONAL SERVICES: Tasks not included in this Scope of Services but requested by the City shall be identified as such and billed at an hourly rate unless a detailed scope of services proposal is requested.
 14. SPECIAL MEETINGS: Necessary preparation time and attendance at public hearings or agency meetings by LPA, INC. are not within this Scope of Services.
 15. DESIGN AND CONSTRUCTION DOCUMENTS: The development of design documents including layouts and plans, as well as schematic design, design development, construction documents and/or technical specifications are not included in this Scope of Services.
 16. ADJACENT AREAS: Assessments or review of adjacent areas, site wide analysis or areas outside the immediate limits of the pool/deck are not included in this Scope of Services.
 17. MEETINGS: Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
 18. DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
 19. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
 20. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent

with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

21. PROJECT CONTROL: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

EXHIBIT B

PAYMENT SCHEDULE



PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified.

Tasks 0 - 1:

Preliminary Assessment	\$ 39,000
Total Tasks 0 - 1 (Base Fee)	\$ 39,000

Reimbursable Allowance \$ 3,000

Reimbursable expenses are in addition to compensation and typically run approximately 5% - 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices.

BASIC HOURLY RATE SCHEDULE

Principal	\$265.00
Director	\$240.00
Discipline Director	\$230.00
Project Director	\$220.00
Project Leader	\$185.00
Design Coordinator II	\$160.00
Manager	\$155.00
Design Coordinator I	\$135.00
Senior Specialist	\$125.00
Designer III	\$125.00
Specialist III	\$105.00
Designer II	\$110.00
Specialist II	\$95.00
Designer I	\$100.00
Specialist I	\$85.00
Intern	\$75.00

NOTE: These rates become effective January 2022 and are subject to change annually.

PROPOSED CONSULTANT/DISCIPLINES

Architecture:	LPA
Landscape Architecture:	LPA
Aquatics:	Aquatic Design Group
Cost Estimating:	HL CM

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of

this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

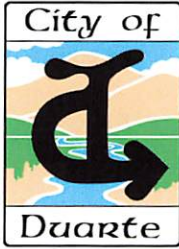
City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



Agenda Item: 7I

CM Review: [Signature]

Fiscal Review:

AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Second Reading and Adoption of Ordinance No. 915 Adding Chapter 2.46 to Title 2 of the Duarte Municipal Code

RECOMMENDATION: It is recommended that the City Council adopt by second reading Ordinance No. 915 regarding electronic and paperless filing of Fair Political Practices Commission Campaign Disclosure Statements

FISCAL IMPACT: There is no fiscal impact associated with the adoption of the Ordinance.

BACKGROUND

Government Code Section 84615 allows local government agencies to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk. At its meeting on January 10, 2023, the City Council conducted a public hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 915 will go into effect in thirty (30) days.

DISCUSSION/ANALYSIS

The City of Duarte entered into an agreement with Netfile, a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for the California Fair Political Practices Commission Campaign Disclosure Statements and Form 700 Statements of Economic Interest. As required by Assembly Bill 2151, which requires local government agencies to post all campaign filings on the City's website within 72 hours of said filing, the System is currently accessible on the City's website to filers and the public for viewing of filings, free of charge.

In order for the City to accept electronically filed statements, the City Council must adopt an Ordinance permitting the use of an online filing system as an option for filing and designating the filings received electronically by the City Clerk's Office as the filings of record by the City. Filers that choose to electronically file their forms, will not be required to submit a wet signed paper copy.

The adoption of this Ordinance will give elected officials, candidates, or committees the option of filing Campaign Disclosure Statements and Statements of Economic Interest electronically using the NetFile system.

RECOMMENDATION

It is recommended that the City Council adopt by second reading Ordinance No. 915 regarding electronic and paperless filing of Fair Political Practices Commission Campaign Disclosure Statements.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Ordinance.

ATTACHMENTS

A. Ordinance No. 915

ORDINANCE NO. 915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 2.46 TO TITLE 2 OF THE DUARTE MUNICIPAL CODE “ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST” RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN DISCLOSURE STATEMENTS

WHEREAS, Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City of Duarte has entered into an agreement with a vendor approved by the California Secretary of State and meets the requirements set forth by Government Code Section 84615, to provide an online electronic filing system (“System”) for the California Fair Political Practices Commission campaign statements; and

WHEREAS, the System will ensure the integrity of the data and includes safeguards against efforts to temper with, manipulate, alter, or subvert the data; the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State’s system for receiving an online or electronic filing; the System will be available to filers and the public for viewing of filings, free of charge; and the City Clerk will operate the System in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.

SECTION 3. That the purpose of this Ordinance is to add the option of filing Campaign Disclosure Statements by elected officials, candidates, or committees and Statements of Economic Interest electronically. The City Council enacts this Ordinance in accordance with the authority granted to cities by state law. This Ordinance is intended to supplement, and not conflict with, the Political Reform Act.

SECTION 4. Title 2 (Administration) of the Duarte Municipal Code is amended to add Chapter 2.46 as follows:

CHAPTER 2.46 – ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

2.46.010 Campaign Finance Filing General

Any elected officer, candidate, committee, or other person required to file statements, reports, or other documents (“Statements”) as required by Chapter 4 of the Political Reform Act (California Government Code Section 54100 et seq.) may file such Statements using the City Clerk’s electronic filing system (“System”) according to procedures established by the City Clerk. These procedures shall ensure that the System complies with the requirements set forth in Section 84615 of the Government Code.

This section is implemented in accordance with the authority granted to cities by state law and is intended to supplement, and not conflict with, the Political Reform Act.

2.46.020 Requirements

An elected officer, candidate, or committee may choose to utilize the System by electronically filing a Statement that is required to be filed with the City Clerk pursuant to Chapter 4 of the Political Reform Act. Once the elected officer, candidate, or committee has filed electronically, all subsequent Statements shall be filed electronically.

Any elected officer, candidate, or committee who has electronically filed a Statement using System, is not required to file a copy of that Statement in paper format with the City Clerk.

The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received. Such notification shall include the date and time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of the filing for a Statement filed using the System shall be the day that it is received by the City Clerk.

If the System is not capable of accepting a Statement due to technical difficulties, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.

2.46.030 Statements of Economic Interests Filing

Any person holding a position listed in Government Code Section 87200 or designated in the City's local Conflict of Interest Code adopted pursuant to Government Code Section 87300 may file any required Statement of Economic Interests (Form 700) electronically using the City Clerk's System.

SECTION 3. The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment. In addition, the repeal is exempt under CEQA Guidelines section 15321, relating to the enforcement of a law.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c) by publishing the following:

After first reading of this Ordinance:

SUMMARY OF ORDINANCE NO. 915

NOTICE IS HEREBY GIVEN that the Duarte City Council, at its regular meeting of January 10, 2023, introduced for first reading, Ordinance No. 915 which will add sections 2.46.010, 2.46.020, and 2.46.030 to the Duarte Municipal Code regarding electronic filing of campaign statements and statements of economic interests.

A certified copy of the Ordinance is available for review in the City Clerk's Office at City Hall, located at 1600 Huntington Drive, Duarte, California 91010. The Ordinance is scheduled to be considered and potentially adopted at the regularly scheduled City Council meeting of January 25, 2022. The Ordinance will take effect 30 days after second reading and adoption.

After second reading/adoption of this Ordinance, if adopted:

SUMMARY OF ADOPTED ORDINANCE NO. 915

NOTICE IS HEREBY GIVEN that on January 24, 2023, the City Council adopted Ordinance No. 915.

ORDINANCE NO. 915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 2.46 TO TITLE 2 OF THE DUARTE

MUNICIPAL CODE “ELECTRONIC AND PAPERLESS FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST” RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN DISCLOSURE STATEMENTS

I, ANNETTE JUAREZ, City Clerk of the City of Duarte, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 915 was duly passed and adopted at a regular meeting of the City Council held on January 24, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 24th day of January 2023.

Jody Schulz
Mayor

APPROVED AS TO FORM

Thai Viet Phan
City Attorney

ATTEST:

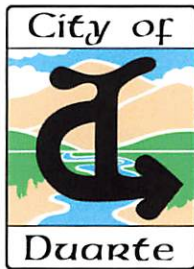
Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 915 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of January 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez, City Clerk
City of Duarte, California



Agenda Item:	7J
CM Review:	<i>[Signature]</i>
Fiscal Review:	

AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Certificates of Appreciation Recognizing Duarte Historical Museum Volunteers

RECOMMENDATION: It is recommended that the City Council approve the Certificates of Appreciation for the Duarte Historical Museum Volunteers

FISCAL IMPACT: None.

BACKGROUND

The Duarte Historical Museum (Museum) wishes to recognize its volunteers for their dedicated service to the organization and has requested Certificates of Appreciation from the City.

DISCUSSION/ANALYSIS

The Museum has requested Certificates of Appreciations for the following volunteers:

Richard Amadori	Yusuf Mansuri
Evette Arcaro	Mark Montgomery
Judy Ann Blake	Helen Mora
Janice Buck	Tokuo Nakamoto
Kathleen Delker	Ann Noel
Maria Dixon	Janice O'Neill
Caroline Flores-Helizon	Luz Porlier
Alice Garcia	Dennis Rocklein
Rose Gant	Bob Porlier
Connie Heflin	Connie Ream
Alan Heller	Liz Reilly
Claudia Heller	Ruby Shiroma
Holiday Heller	Marion Stone
Janet Giles jones	Dilip Tiwari
Mike Jones	Ann Valleroy
Kayko Jorgenson	Sharman Warner
Penny Jung	Ellen Worley
Jim Kirchner	

A sample certificate is attached to this report.

RECOMMENDATION

It is recommended that the City Council approve the Certificates of Appreciation for the Duarte Historical Museum Volunteers.

FISCAL IMPACT

None.

ATTACHMENTS

A. Sample Certificate of Appreciation



THE CITY OF DUARTE RECOGNIZES

Volunteer's Name

Duarte Historical Museum Volunteer

On behalf of the City of Duarte, we extend our most sincere appreciation to you for your outstanding commitment to volunteering time and effort to the Duarte Historical Museum. Your dedication to preserving local history and operating the museum for the benefit of visitors throughout the San Gabriel Valley does not go unnoticed. We thank you for your service!

January 24, 2023

JODY SCHULZ

Mayor, City of Duarte

DANIEL JORDAN

City Manager, City of Duarte



City of Duarte

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

January 24, 2023

The Honorable Grace Napolitano
U.S. House of Representatives
4401 Santa Anita Avenue, Suite 201
El Monte, CA 91731

Dear Congresswoman Napolitano,

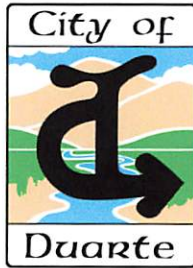
On behalf of the City of Duarte, I want to express our sincerest gratitude to you and your staff for the tremendous advocacy efforts that allowed the City to receive \$1.6 million in federal funding for much needed improvements to the Donald and Bernice Watson Recreational Trail.

We are incredibly excited to receive funding for this project as it will provide multiple benefits for our community and the entire region. The funded improvements will preserve and enhance the Trail as a safe, active transportation corridor that provides access to two primary schools, parks, transit, and a range of neighborhood amenities. With its gentle slopes and shady oaks trees, the Trail also draws recreation enthusiasts from across the region, and the complete reconstruction of its asphalt pathway and ADA enhancements will ensure it remains a major attraction for active transportation users. In short, the improvements in the Trail will be an investment that enhances the health, accessibility, and a sense of community both in Duarte and throughout the San Gabriel Valley.

Thank you again for your dedication to serving your district. We will forever be grateful for your support and efforts. The City of Duarte truly values our relationship with you, so if we can be of any assistance, please do not hesitate to contact us.

Sincerely,

Jody Schulz
Mayor
City of Duarte



AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract with Architerra, Inc to develop construction drawings for Huntington Drive medians

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Architerra, Inc to develop construction drawings for landscape upgrades to the Huntington Drive medians; and 2) approve a budget amendment for \$232,650 for the work

FISCAL IMPACT: This project will require a budget amendment of \$232,650, to be funded by the General Fund – Designation for Special Projects

BACKGROUND

At its September 27, 2022 meeting, the City Council held a study session to discuss the process of upgrading the medians in the Town Center area of Huntington Drive. The meeting resulted in a request to prepare a proposal to prepare construction drawings for median improvements for all of Huntington Drive.

The preparation of construction drawings will provide the City with a bid set of plans so that median improvements can move forward. The proposal was developed with a two-phase process with the Town Center area medians (from Santo Domingo Avenue west to about 200 feet east of Bradbury Avenue) as Phase 1 and the balance of the Huntington Drive medians as Phase 2.

DISCUSSION/ANALYSIS

Architerra has worked with the City on a variety of landscape projects over the past few years and has specifically assisted with median design citywide and developed a concept plan for median improvements. In September 2022, the City Council held a workshop to consider median improvements in the Town Center area. In that meeting, Richard Krumwiede of Architerra presented a variety of possible approaches to median improvements that included turf removal, added drought tolerant planting, new hardscape and a water efficient irrigation system. The preliminary estimate for Phase 1 of median improvements is approximately \$1.2 million. An estimated cost for Phase 2 has not been developed, but it is a larger area than Phase 1 so it is expected that the construction cost will be slightly higher for Phase 2.

The proposed design fee provides for final design development, construction documents, assistance in the bid process and construction administration. For both Phase 1 and Phase 2 plus

reimbursables, the proposed cost is \$232,650. The plans will be developed so that the City will have the choice of completing the improvements in two or more phases or as one comprehensive project.

The estimated timetable for design development is about three to four months. This is a project that could be scheduled for FY 2023-24 construction or held for a different construction schedule depending on City Council preference. Exact scheduling can be discussed as a part of the Capital Improvement Program budget discussion.

If the City Council desires, this project could be limited to developing plans for the Phase 1 section only for a cost of \$114,875. However, having a comprehensive bid set of landscape plans ready for all of Huntington Drive is an advantage. Even with Phase 1 and Phase 2 plans, the City can decide to construct the phases separately when bids are received.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Architerra, Inc to develop construction drawings for landscape upgrades to the Huntington Drive medians; and 2) approve a budget amendment for \$232,650 for the work.

FISCAL IMPACT

This project will require a budget amendment of \$232,650 to be funded by the General Fund – Designation for Special Projects.

ATTACHMENTS

A. Proposed Professional Services Agreement with attached proposal.

**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and effective as of _____, **2023** (“Effective Date”), by and between the **City of Duarte** (“City”), a California municipal corporation, and **Architerra Design Group** a California Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “party” and collectively as the “parties.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall **develop landscape an irrigation construction documents for a median upgrade for Huntington Drive and to provide construction administration**, which services may be referred to herein as the “services” or “work” and fully described in **Exhibit A** attached hereto.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- E. Consultant shall provide all services rendered hereunder in accordance with all

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

3. MANAGEMENT

The City's **Community Development Director or designee** shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be **Richard Krumwiede** who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed **Two hundred thirty two thousand six hundred and fifty dollars (\$232,650)**, based on the scope of services set forth in **Exhibit A**.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving not less than thirty (30) days' prior written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely

performed the services set forth in Exhibit “A.” In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement (“work product”) shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. City acknowledges that such work product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the services or work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or reuse, or any modification of the work product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City’s sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

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

7. INDEMNIFICATION

- A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys fees, costs, damages, losses, penalties, obligations, expenses, or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant’s negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys’ fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys’ fees and expert witness fees. Consultant’s duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant’s proportionate percentage of fault. Consultant’s percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant’s percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant’s proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.
- B. The provisions of this subparagraph (B) apply only if Consultant is a “design professional” within the meaning of California Civil Code section 2782.8(c). If Consultant is a “design professional,” within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person

directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

8. INSURANCE

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

- A. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
- B. Automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connections with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than \$1,000,000 combined single limit for each accident.
- C. Worker's Compensation Insurance providing statutory benefits as required by California law.

- D. Employer's Liability Insurance with limits in an amount not less than \$1,000,000.
- E. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- F. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:
- (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.
 - (2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change.
- G. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
- H. No work or services under this Agreement shall commence until Consultant has

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

- I. The provisions of any workers' compensation or similar law will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- J. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

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

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

12. COVENANT AGAINST DISCRIMINATION

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

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

14. NOTICES

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

If to City: City of Duarte
 Attn: Craig Hensley
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: Architerra, Inc.
 Attn: Richard Krumweide
 10221 – A Trademark Street
 Rancho Cucamonga, CA 91730

15. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies,

either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

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

18. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings,

representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. If any provision of Exhibit A conflicts with the terms of this Agreement, the terms of this Agreement shall control.

19. EXECUTION OF CONTRACT

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

20. EFFECTIVE DATE

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

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

CITY OF DUARTE

CONSULTANT

By _____
Daniel Jordan, City Manager

By _____
Richard Krumwiede, President

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Thai Viet Phan, City Attorney

EXHIBIT “A”

SCOPE OF WORK

[SEE FOLLOWING PAGES]



December 6th, 2022, updated January 18, 2023

Mr. Craig Hensley
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, CONSTRUCTION DOCUMENTS FOR HUNTINGTON DRIVE RETROFIT, DUARTE, CA

Dear Mr. Hensley,

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and the City of Duarte (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above, the extent of our services may be generally described as the preparation of a construction documents for the landscape retrofit of the Huntington Drive median islands in the City of Duarte, California. This proposal is based upon the design elements and treatments illustrated on ADG's completed Conceptual Landscape Master Plan for the "Phase One" area of the project that was presented to the City Council for approval on September 27, 2022.

This proposal includes a "Basic Scope" of services and fee for "Phase One", which was included extends from Buena Vista Avenue east to Santo Domingo Avenue, and an "optional" additional "Phase Two" area for the remainder of the Huntington Drive median islands within the City limits of Duarte. The intent would be that if the City opted for both the Basic and Optional services, that we would provide one set of construction documents for the entire length of Huntington Drive within City limits, that would outline a Phase One bid/construction package and an "Add—Alternative" bid/construction area for bidding/construction.

The total City Limits addressed by this proposal for Huntington Drive extends from the east side of the intersection of Huntington Drive with Mountain Avenue east to the intersection with Encanto Avenue at the western edge of the San Gabriel River.

As shown on the approved Conceptual Landscape Master Plan, the design elements and treatments for the streetscape/median island redesign include:

- Retaining existing street trees.
- Reduce Water Usage by converting the median islands from spray irrigation to low volume drip, or spray as directed by the current California Model Water Efficient Landscape Ordinance.
- Replace existing turf by integrating native low water use California and adapted Mediterranean climate plants and groundcover that are low maintenance, as well as colorful and interesting in form.
- Design that can be installed in multiple phases.
- We are assuming that existing irrigation controllers for the median islands will be removed and replaced, but that existing electrical meters/pedestals serving the existing controllers will remain in place.
- Inclusion of existing plants already installed in front of the "newer" street sign monuments.
- Changing decorative paving in the median island noses from colored/stamped concrete to grouted native granite cobblestones and stabilized decomposed granite paving.
- Addition of tree up lighting and electrical outlets for seasonal median displays within the two large median islands directly north of the Civic Center complex. JCA Engineering will be ADG's electrical engineering sub-consultant providing these plans. Their proposal is attached for reference.

This proposal is for design development and construction documents for the median islands and curb bulb-out landscape architectural plans only. Street improvement plans for the bulb-outs and or modifications to the existing median islands are excluded from our scope of work and are expected to be provided by the City for our use.

With the exception of the new tree lighting and outlets planned for the two median islands north of the Civic Center, no other electrical improvements are planned or included within this proposal.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

Phase One Project Area, Basic Services:

A. Design Development Phase:

1. Project Kick-Off meeting with Client to discuss the project goals and schedules.
2. Site Visit/Field Inventory to review existing conditions.

3. Design Development/ CAD Base Sheet Development utilizing City supplied street improvement plans, as-builts and site visit redlines on Engineering title block, 6 sheets at 20-scale, on 24"x36" format.
4. Submit CAD DD base sheets for City review and approval.
5. Client/ADG Meeting(s) to review Design Development progress. (1)
6. Project Administration (Bi-Weekly Status Report and Project Scheduling).
7. Telephone Consultation.

B. Construction Document Phase:

1. Title Sheet Preparation.
2. Review existing irrigation system in field with City staff to confirm irrigation retrofit design strategy (1 meeting)
3. Preparation of hardscape, landscape and irrigation Demolition Plans identifying removals of existing hardscape landscape and irrigation improvements, 6 sheets at 20-scale, on 24"x36" format.
4. Prepare median island construction/hardscape plans, 6 sheets at 20-scale, on 24"x36" format.
5. Prepare construction details for new median island hardscape.
6. Prepare site lighting plans (tree up lighting and electrical outlets for seasonal median displays within the two large median islands directly north of the Civic Center complex) per JCA's attached proposal.
7. Coordination with Electrical Engineer.
8. Irrigation Plan Preparation, 6 sheets at 20-scale, on 24"x36" format.
9. Irrigation Detail Preparation.
10. Prepare Water Efficiency Landscape Worksheets.
11. Prepare 2 Irrigation Controller Charts.
12. Planting Plan Preparation, 6 sheets at 20-scale, on 24"x36" format.
13. Planting Detail Preparation.
14. Prepare Planting/Irrigation Hydro-zone Plan.
15. Construction Specifications. (Book Form)
16. Irrigation & Planting Specifications. (Book Form)
17. Provide Soils Test and Soils Management Report.
18. Prepare Annual Irrigation and Planting Maintenance Schedule.
19. Prepare updated Estimate of Probable Construction Costs for the Phase One project area.
20. Attend two progress review meetings with City staff to clarify and coordinate construction documents and specifications.

21. Submit plans to the City of Duarte for Plan check. Three submittals anticipated.
22. Revise plans per Agency Plan Check redlines.
23. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
24. Telephone Consultation.
25. Utility Research (Irrigation Point of Connection, Pressure).

C. Bidding Phase:

1. Assist City with Bid Form preparation.
2. Attending the Pre-Bid Conference.
3. Provide written responses to Requests for Information (RFI's) from Client/Contractors during project Bidding Phase.
4. Assist City with Bid reviews.

D. Construction Administration Phase:

1. Attend Pre-Construction meeting.
2. Construction observation site visits. Eight (8) visits total.
3. Preparation of site review reports for submittal to Client for review, and contractor for correction. Eight (8) reports total.
4. Provide Submittal Reviews
5. Request for Information (RFI) responses.
6. Irrigation As-Built Drafting of Contractors Redlines.
7. Project Administration.

Remainder, Optional Add-Alternative Project Area:

A. Design Development Phase:

1. Site Visit of additional median islands.
2. Prepare cobble/paving/planting design layouts for the additional median islands not addressed by ADG's completed Conceptual Landscape Master Plan for the "Phase One" area of the project.
3. Review additional median island design layouts with City staff. City comments will be integrated into Design Dev./CAD base sheets
4. Design Development/ CAD Base Sheet Development utilizing City supplied street improvement plans, as-builts and site visit redlines on Engineering title block, 8 sheets at 20-scale, on 24"x36" format.
5. Submit CAD DD base sheets for City review and approval.
6. Client/ADG Meeting to review Design Development progress. (1)

7. Project Administration (Bi--Weekly Status Report and Project Scheduling).
8. Telephone Consultation.

B. Construction Document Phase:

1. Coordination of additional sheets/site maps etc. on Title Sheet for additional project area.
2. Preparation of hardscape, landscape and irrigation Demolition Plans identifying removals of existing hardscape landscape and irrigation improvements, 8 sheets at 20-scale, on 24"x36" format.
3. Prepare median island construction/hardscape plans, 8 sheets at 20-scale, on 24"x36" format.
4. Irrigation Plan Preparation, 8 sheets at 20-scale, on 24"x36" format.
5. Update Water Efficiency Landscape Worksheets.
6. Update Irrigation Controller Charts.
7. Planting Plan Preparation, 8 sheets at 20-scale, on 24"x36" format.
8. Prepare Planting/Irrigation Hydro-zone Plan.
9. Prepare updated Estimate of Probable Construction Costs for the Optional Add-Alternative project area.
10. Attend one (1) additional progress review meetings with City staff to clarify and coordinate construction documents and specifications.
11. Revise plans per Agency Plan Check redlines.
12. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
13. Telephone Consultation.
14. Utility Research (Irrigation Point of Connection, Pressure).

C. Bidding Phase:

1. Provide additional written responses to Requests for Information (RFI's) from Client/Contractors during project Bidding Phase.
2. Provide additional Submittal Reviews

D. Construction Administration Phase:

1. Construction observation site visits. Ten (10) visits total.
2. Preparation of site review reports for submittal to Client for review, and contractor for correction. Ten (10) reports total.
3. Request for Information (RFI) responses.
4. Irrigation As-Built Drafting of Contractors Redlines.
5. Project Administration.

*** Items required for AB 1881 California Water Efficient Landscape Ordinance.**

During Project site visits ADG will generally review the progress of construction and to see if the work completed is generally consistent with the intent of ADG's Construction Documents. Although ADG may observe and identify potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

Phase One "Basic" Project Area:

A.	Design Development:	\$8,300.00
B.	Construction Documents:	\$80,350.00
C.	Bidding Assistance:	\$5,125.00
D.	Construction Administration:	\$16,600.00
Professional Fee Total:		\$110,375.00

Remainder Add-Alternative Optional Phase:

A.	Design Development:	\$15,850.00
B.	Construction Documents:	\$84,350.00
C.	Bidding Assistance:	\$2,150.00
D.	Construction Administration:	\$15,425.00
Professional Fee Total:		\$117,775.00

Estimated Reimbursable Expenses*	\$4,500.00
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**We estimate that the cost of Reimbursable Expenses, as identified in Appendix A, will be approximately the amount noted above. Reimbursable Expenses incurred are based on the demands/needs of the Client.*

GENERAL WORK PROGRAM AND TIMETABLE

Architerra Design Group proposes the following timetable for completion of the Phase One area of the Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility". *If hired for both the Phase One area and the Additional Optional Add-Alternative Project Area, this schedule would be expected to double.*

TASK	PHASE	WEEKS
A.	Design Development Phase	3
B.	Construction Document Phase	8-10

ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DEVELOPMENT BUDGETS

- A. As a part of the Landscape Concept Phase, a proposed development budget for all items of work in **Phase One** under the scope of services was established and approved at \$1,161,518.00
- B. This development budget shall be revised and approved at the completion of the Design Development Phase and Working Drawing Phase.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and time of award of a construction contract, cost of modification of drawings and specifications to meet the revised project budget shall be considered Additional Services.

DESIGN APPROVAL

Mr. Craig Hensley is designated as the person(s) responsible for design direction to ADG for this Project and has the authority for design approval. In the event that the design, as approved by Mr. Hensley is rejected by others, and redesign is required, such redesign shall be compensated as Additional Services.

MEETINGS AND SITE VISITS

For the Phase One project area, this Agreement includes Professional Service time for up to four (4) meetings for coordination with Client, agencies, or consultants, and up to nine (9) site visit/construction observation meetings, scheduled approximately as follows:

Pre-construction Meeting	1
Layout of Hardscape Elements	2
Irrigation	2
Planting	2
Approval to Begin Maintenance Period	1
Acceptance to Maint. Period/ Punch List Completion	1
Total	9

Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Provide existing median street improvement plans.
2. Provide existing median landscape & irrigation improvement plans.
3. Rough and precise grading plan for project site.
4. Geotechnical Soils testing and/or engineering.
5. Existing site engineering and utility base information.
6. Overhead aerial photographs at controlled scale.
7. Engineering other than that provided within the Scope of Services.
8. Agency processing of completed plans.
9. Arborist's Report

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,



Richard Krumwiede

President

CA RLA #2834

Accepted: City of Duarte

By: _____

Title: _____

Date: _____

APPENDIX A

Attached to and part of Agreement for Professional Services between Architerra Design Group, Inc. (ADG), and the City of Duarte (Client) dated December 6th, 2022.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Landscape Architectural Services.

PROJECT RESTART FEE

Because of substantial cost incurred by ADG to stop and restart a project once underway, should this project's progress be halted at any time for 90 or more days by the Client, for any reason, a project restart fee of 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.

REIMBURSABLE EXPENSES

The following costs shall be reimbursed at cost plus 15% and are not included in the Basic Fee for Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, plotting, Xerox copying, photo reproductions.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Cost of postage and shipping expenses other than first class mail.
- Photographic services, film and processing.
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of Client.
- Outside Agronomical Soil Testing.

ADDITIONAL SERVICES

ADG may incur expenses and costs, which are not included in the Basic Fee for Services. If authorized by the Client and confirmed by ADG, ADG will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	\$200.00/Hour
Director	\$175.00/Hour
Project Manager	\$135.00/Hour
Landscape Designer	\$125.00/Hour
CAD Draftsman	\$100.00/Hour

Clerical

\$65.00/Hour

Additional Services Include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
2. Master planning.
3. Site Planning.
4. Revisions and changes in approved drawings and the preparation alternatives or deductive change orders requested by Client.
5. Services with respect to replacement of any work damaged during construction.
6. Services required as a result of the default or insolvency of the contractor.
7. Preparation of record drawings or of measured drawings of existing conditions.
8. Providing prolonged construction observation should the construction time be substantially extended through no fault of ADG.
9. Agency processing of completed plans if requested by Client.

If the duration of the Project continues past one year from the date of signing this Agreement, ADG shall have the right to increase the hourly rate for Additional Services.

OVERTIME REQUESTS

It is ADG's responsibility to schedule the Project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that the work be completed earlier than originally scheduled, requiring overtime, the fees shall be adjusted to cover the increased costs incurred by ADG. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates listed above.

BILLING PROCEDURES

- A. All billing shall be done on a monthly basis. Invoices shall include charges for Basic Services rendered to date of invoice and Reimbursable Expenses supported by an itemized description.
- B. **Retainer:** ADG shall be compensated an amount equal to 10% of the total professional fee at the time of acceptance of the proposal.
- C. Invoices for Additional Services shall be submitted on a monthly basis, supported by an itemized description.
- D. All invoices are due and payable upon receipt. Whenever the account is delinquent (30 days past due), ADG may suspend without any resulting liability, any further services called for this Agreement until said account is made current. Notwithstanding this provision, ADG may continue work beyond the time which ADG could have suspended the work without waiving it's right hereunder.

- E. If the Client fails to pay an invoice within seven days of the date payment is due, ADG shall be entitled, upon three days notice, to suspend further services until all accounts due have been paid.

LATE PAYMENT PENALTY

Client agrees to pay a monthly late payment penalty of one and one-half percent (1-1/2%) per month, which will be applied to any unpaid balance commencing thirty 30-days from invoice date.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

ADG has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Any Construction Cost estimates provided for herein are to be made on the basis of ADG's experience and qualifications. These opinions represent ADG's best judgment due to our familiarity with the construction industry. However, ADG cannot and does not guarantee that proposals, bids, or the construction cost will not vary from estimates prepared by ADG. If the Client wishes greater assurance as to the construction cost, the Client shall employ an independent cost estimator.

END



Engineering Inc.

Electrical Engineering & Consulting

8048 Palm Ave.

Highland, CA

92346

909.864.0223

Fax 909.864.0280

james.corns@jcaeng.com

SERVICE AUTHORIZATION AND AGREEMENT

Requested By: Richard Krumwiede
Company: ARCHITERRA Design Group, Inc.

Date: 12/05/22

JCA File # 22-2910.0

Address: 10221-A Trademark
Rancho Cucamonga, CA 91730

Telephone: (909) 484-2800
Fax: (909) 484-2802

Project Name: Huntington Drive Medians
Location: Duarte, Ca.

Project Description: Provide Electrical Construction documents reflecting new up lighting and new electrical outlets in existing medians.

FEE SCHEDULE:

For electrical engineering design services per "Exhibit A" and "Exhibit B", attached made a part hereof;

Fixed Fee of Four Thousand Six Hundred Dollars (\$ 4,600.00) for Electrical Engineering and Electrical Construction Documents

Hourly Fee not to exceed Seven Hundred Dollars (\$ 700.00) for Construction Administration

CLIENT APPROVAL

Acceptance copy of this service authorization shall be signed and returned prior to commencement of work. The undersigned accepts the terms of this agreement, "Exhibit A-Scope of Services", and "Exhibit B - Terms of Agreement for Engineering Services", articles 1 through 11, attached as part hereof.

CLIENT
SIGNATURE: _____

DATE: _____

NAME
: _____

Client P.O. / Project #

NAME: James J. Corns

FOR: JCA Engineering Inc.

CONSULTANT: _____

DATE: 12/5/22

Acknowledgment copy – Please sign and return

"EXHIBIT A"
SCOPE OF SERVICES

1. Design of power distribution from existing service pedestal to each new light fixture including electrical controls.
2. Design of new LED color changing accent up lighting at two existing medians in front of Civic Center to meet Architect requirements and building codes presently adopted by the authority having jurisdiction.
3. Design of new power receptacles at Civic Center two existing medians to meet Architect requirements for seasonal displays.
4. Provide site visit to investigate and document existing conditions
5. Provide California registered Electrical Engineer's review, stamp and signature.
6. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
7. Respond to requests for information and prepare any addenda as necessary.
8. Review all shop drawings relating to the electrical work for compliance with the construction documents.

SERVICES NOT INCLUDED:

1. Design of up lighting or power receptacles in any other existing median.
2. Design of remedial electrical work where existing conditions are in violation of California Electric Code.
3. Investigation and documentation of "as built" electrical if existing drawings are unavailable. Field investigation by consultant is limited to visual observation of panels and overcurrent devices without exposing live parts. Owner shall furnish licensed electrician if necessary to determine panel capacity.
4. Design of new street lighting or structural pole base calculations.
5. Design of any components for data, integrated communications, access control, site sound system, site annunciation system site video surveillance, wireless Wi-Fi or site solar system.
6. Fees, submittals, processing or approval of electrical drawings with local Building Department.
7. Advertisement or hard copy sets for bidding purposes. Owner shall provide all advertising, bid sets and book specification, including fees, for bid.
8. Providing Boiler plate specifications or conducting bid process. Owner shall be responsible for all bid items.
9. Fabrication of electronic site plan, Client shall provide scaled electronic site plan.
10. Design of any new metered pedestals to meet minimum owner's standards electrical requirements.

"EXHIBIT B"
TERMS OF AGREEMENT FOR ENGINEERING SERVICE

Article 1 BASIC SERVICES

- 1.1 Consultant shall coordinate with Client with respect to the Consultant's services in such a way that Consultant's duties and responsibilities shall be co-extensive with those of Client. Consultant shall perform his services in character, sequence, and timing so that they will be coordinated with services of Client and other Consultants for the project. Consultant's services will proceed after adequate base sheets and/or Client furnishes other information necessary. The Consultant's services shall conform to the original schedule and budget for the project as provided by the Client. The relationship of Consultant to the Client shall be that of an independent contractor performing professional services for Client in accordance with this Agreement.
- 1.2 Consultant shall comply with all Electrical Building Department rules and regulations that will affect this design on this project.
- 1.3 Consultant shall provide a complete set of design documents including all schedules, details, diagrams, legends and specifications (if required). Consultant shall furnish at his client all progress prints and specifications required.
- 1.4 Consultant shall review all electrically related shop drawings as submitted by the Electrical Contractor to ensure compliance with specifications.
- 1.5 Consultant shall perform the services as set forth on "Exhibit A", attached.

Article 2 DOCUMENT SUPPORT

- 2.1 Document support shall include Building Department or Division of State Architects review changes, Building Department or Division of State Architects responses and request for information.
- 2.2 Document support shall be considered as part of the contract, if required, regardless of the extensiveness of support required on the project.

Article 3 CONSTRUCTION ADMINISTRATION

Construction administration shall include addenda items due to changes, estimated construction cost, providing bid list, pre bid meeting, pre-construction meeting, change order review, shop drawing review, meetings during construction, site visits during construction video meetings during construction, conference calls during construction and final site inspection/punch list.

Article 4 WORK NOT INCLUDED / EXTRA SERVICES

- 4.1 All Building Department Fees: Consultant shall provide drawings as required to submit electrical construction documents for the Building Department plan check. Client shall pay all Building Department fees.
- 4.2 Printing: Client shall furnish at his expense information and progress prints of the work required for this project. Prints required by reviewing agencies. Documents required for bidding and construction shall be paid for by Client or Consultant shall pay for blueprinting and Client will reimburse. Client shall pay for final prints and specifications furnished to Consultant. Mylar final prints shall be paid for by Client or Consultant shall pay and Client will reimburse. Reimbursable invoice for additional prints shall include blueprint cost, plus 15% for any applicable governmental fees, outside vendor reproduction cost, in house reproduction costs, mileage and delivery or messenger services incurred on client's behalf
- 4.3 Additional work/revisions: No additional services shall be performed without written direction from Client. Consultant shall be paid by Client for any additional work resulting from changes or revisions made by the Client or Project Owner and also for any additional work not specifically mentioned in Articles 1 and 2 above, as provided in paragraph 5.1.

Article 5 COMPENSATION

- 5.1 Client shall pay Consultant amount stated in "FEE SCHEDULE", page 1.
- 5.2 Client shall pay Consultant for Article 3 "Work Not Included/Extra Services/Construction Support" for changes or revisions per paragraph 4.3 at the hourly rates as set forth in paragraph 4.3.
- 5.3 For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager	\$ 220.00
Designer	\$ 180.00
Drafting/CADD	\$ 165.00
Clerical/Delivery/Accounting	\$ 150.00

These hourly rates shall be adjusted annually based on increases in product cost, the cost of living and fuel prices.

Article 6 INVOICE AND PAYMENTS

- 6.1 At Building Department or Division of State Architects submittal Construction Documents shall be considered 80%. Consultant shall tender an 80% invoice to Client setting forth all amounts due. Client shall completely pay 80% invoice prior to final building department or division of state architects submittal or electrical drawings will not be stamped or wet signed
- 6.2 When project is approved by the Building Department, Division of State Architects or published for bid the Electrical Construction Documents shall be considered 100%. Consultant shall tender a 20% invoice (Total amount for Construction Documents 100%) to Client setting forth all amounts due.
- 6.3 During design and construction phase Consultant shall tender an invoice to Client setting forth the amounts due for Construction Administration and reimbursable expenses.
- 6.4 Projects that do not require Construction Administration shall not be invoiced.
- 6.5 At completion of project Client shall provide written notification to Consultant when they are doing final billings to Owner. Closing out project without written notification to Consultant does not relieve Client of complete payment of all amounts. After notification Consultant shall tender an invoice to Client setting forth the final amounts due for Construction Administration and reimbursable expenses, as required.
- 6.6 Client shall pay to consultant the total amount due under invoice within thirty days after receipt of invoice, or within five (5) days of receiving payment from owner (if other than client) whichever date occurs first. Client shall pay a service charge of 1.50% per month on all unpaid balances. Consultant may suspend all work on the project when accounts are over 60 days delinquent.

Article 7 ABANDONMENT

In the event the project is abandoned, Client shall advise immediately by written notice, Consultant to stop work. Client shall pay consultant for all outstanding invoices for service performed and for services completed at that time on the project. Work shall be suspended until Client advises Consultant in writing to continue work.

Article 8 ELECTRICAL DOCUMENTS

- 8.1 All electronic files, drawings and copies furnished by JCA Engineering Inc. are and shall remain its property. They are to be used only with respect to the above-mentioned project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of JCA Engineering Inc. common law copyright or other reserved rights.

- 8.2 Client agrees not to make changes to any of the Consultants documents without Consultants written agreement.
- 8.3 Electrical plans are diagrammatic only. Architectural drawings, elevations, details or sections shall denote all electrical devices locations that need exact mounting requirements.
- 8.4 Upon request Consultant shall provide the Client with electronic files after all fees have been completely paid and JCA's affidavit has been signed and returned. Time required to process request will be billed to Owner or Client at the above hourly rates.
- 8.5 Electrical design on documents is guaranteed for a 180 day period. Projects that have not started construction prior to the guarantee period shall be subject to additional electrical fees to investigate and change any items on the drawings related to the current electrical and fire code at that time.

Article 9 SCOPE OF AGREEMENT AND ACCEPTANCE

- 9.1 This document contains the entire agreement of the parties relating to the rights granted and obligations assumed in this document. Any oral modifications or representations concerning this document shall be of no effect unless contained in a subsequent written modification signed by the party to be charged.
- 9.2 The electrical fees shown above shall be reviewed and adjusted if the project has not commenced within 180 days of signing of this contract.

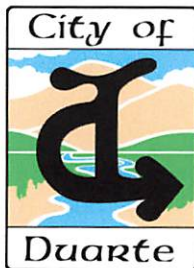
Article 10 INSURANCE

Each party to this Agreement shall carry and maintain insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party's legally responsible.

Article 11 ARBITRATION

All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the provision of the Construction Industry rules of the American Arbitration Association. Consultant cannot be sued for a greater amount than the fee. The prevailing party shall be entitled to reasonable attorney's fees to be awarded by the Arbitrator. If there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

END OF DOCUMENT



Agenda Item: 10 B

CM Review: *[Signature]*

Fiscal Review: *[Signature]*

AGENDA REPORT

MEETING DATE: January 24, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, Director of Public Safety

SUBJECT: Resolution of the City Council adopting a reward for information leading to the identification, apprehension, and conviction of any person for the application of graffiti in violation of the Duarte Municipal Code

RECOMMENDATION: That the City Council adopt Resolution No. 23-03 establishing a reward for the information leading to the identification, apprehension, and conviction of any person for the application of graffiti in violation of the Duarte Municipal Code.

FISCAL IMPACT: Staff recommends that the City allocate an amount, in its discretion and dependent on availability of funds, not exceeding five thousand (\$5,000) total per fiscal year for this reward program. The City, in its discretion, may seek reimbursement of the reward from the offender and/or the parent(s) and/or legal guardian(s) of a minor offender by any means authorized by law.

BACKGROUND

At the regularly scheduled meeting on October 11, 2022, the City Council held a public hearing and approved Ordinance No. 912 amending the Duarte Municipal Code (DMC) to enhance public safety measures. One of those enhancements included an amendment to Chapter 9.18 addressing the continuous issues with graffiti and vandalism.

Section 9.18.110 authorizes the City Council by resolution to establish a reward to any person who provides information leading to the identification, apprehension, and conviction of any person who violates chapter 9.18 of the DMC. Establishing a reward may increase the ability of the City to hold accountable those who violate DMC chapter 9.18, thereby reducing such incidents and increasing the quality of life and safety in the City.

DISCUSSION/ANALYSIS

Staff conducted an informal analysis of surrounding cities with similar ordinances establishing a reward for graffiti and concluded that rewards varied between two hundred and fifty (\$250) and two thousand five hundred dollars (\$2,500). The average sum of any reward being offered was one thousand dollars (\$1,000).

The City of Duarte can offer a reward of \$1,000.00 (One Thousand Dollars) to any person who

provides information which leads to the identification, apprehension, and conviction of any person who willfully places or causes to be placed graffiti within the City in violation of DMC chapter 9.18.

No law enforcement officer, city officer, elected official or City of Duarte employee shall be eligible for this reward. Any person who engages or conspires to engage in such conduct, as well as any parent or legal guardian of a violator, shall also not be eligible for the reward. The City, in its discretion, may seek reimbursement of the reward from the offender and/or the parent(s) and/or legal guardian(s) of a minor offender by any means authorized by law.

RECOMMENDATION

That the City Council Adopt Resolution No. 23-03 establishing a reward for the information leading to the identification, apprehension, and conviction of any person for the application of graffiti in violation of the Duarte Municipal Code.

FISCAL IMPACT

Staff recommends that the City allocate an amount, in its discretion and dependent on availability of funds, not exceeding five thousand (\$5,000) total per fiscal year for this reward program. The City, in its discretion, may seek reimbursement of the reward from the offender and/or the parent(s) and/or legal guardian(s) of a minor offender by any means authorized by law.

ATTACHMENTS

A. Resolution No. 23-03

RESOLUTION NO. 23-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA ESTABLISHING A REWARD FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON FOR THE APPLICATION OF GRAFFITI IN VIOLATION OF THE DUARTE MUNICIPAL CODE

WHEREAS, Duarte Municipal Code (“DMC”) section 9.18.110 authorizes the City Council to establish a reward to any person who provides information leading to the identification, apprehension, and conviction of any person who violates chapter 9.18 of the DMC; and

WHEREAS, DMC section 9.18.030 prohibits the willful marring, damaging, destroying, or defacing of any building or structure within the City of Duarte (“City”); and

WHEREAS, DMC section 9.18.040 prohibits the application of graffiti, as defined in DMC section 9.18.020, to any publicly or privately-owned property, building, or structure within the City; and

WHEREAS, DMC section 9.18.080 imposes financial liability for all costs associated with the removal of graffiti applied to any structure, building, or property within the City; and

WHEREAS, DMC section 9.18.070 holds the parents or legal guardians of minors who apply graffiti to any structure, building, or property financially liable for its removal; and

WHEREAS, establishing a reward may increase the ability of the City to hold accountable those who violate DMC chapter 9.18, reduce such incidents, and thereby, increase the quality of life and safety in the City, and reduce City expenditures involved in abating graffiti; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the residents of the City to offer such an award.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE DOES HERE BY RESOLVE AS FOLLOWS:

Section 1. That the City shall pay a reward of \$1,000.00 (One Thousand Dollars) to any person who provides information which leads to the identification, apprehension, and conviction of any person who willfully places or causes to be placed graffiti within the City in violation of DMC chapter 9.18. No law enforcement officer, city officer, elected official or City of Duarte employee shall be eligible for this reward. Any person who engages or conspires to engage in such conduct, as well as any parent or legal guardian of a violator, shall also not be eligible for the reward. The City, in its discretion, may seek reimbursement of the reward from the offender and/or the parent(s) and/or legal guardian(s) of a minor offender by any means authorized by law. A plea of nolo contendere, conviction or plea to the offense or any lesser offense shall be considered a conviction for purposes of this Resolution. The City shall establish a process for claims, paying and tracking rewards. The City shall allocate an amount, in its discretion and dependent on availability of funds, not exceeding five thousand (\$5,000) total per fiscal year for this reward program.

Section 2. That a copy of this resolution shall be filed in the office of the City Clerk.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023.

Jody Schulz
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution number 23-03 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of January, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk