



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 23, 2024
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

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

City/Agency/Authority Staff:
Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager and Director of Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, 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. [Recognition of Years of Service - Victor Valenzuela](#)
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 9, 2024 \(CC/HA/FA\)](#)
 - D. [Approval of Warrants - January 23, 2024 \(CC/HA/FA\)](#)
 - E. [Receive and File the Monthly Financial Update for the months of October 2023 and](#)

[November 2023.](#)

- F. [Receive and File the Public Safety Department Update](#)
- G. [Authorization for City Manager to Execute a Five-Year License Agreement with Southern California Edison Company \(SCE\) for a 21- Space Parking Lot at the Duarte Post Office, Effective May 1, 2024 - April 30, 2029](#)

It is recommended that the City Council approve and authorize the City Manager to execute a five-year License Agreement with Southern California Edison Company effective May 1, 2024 – April 30, 2029, for use of the 21-space parking lot at the Duarte Post Office located at 1220 Highland Avenue

- H. [Contract with Armstrong & Walker to develop construction drawings for Donald & Bernice Watson Recreation Trail](#)

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades for the Recreation Trail; and 2) a General Fund budget amendment to account number 1405-7965 of \$77,500, which includes the contract amount with contingency

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS

- A. [Update on Median Design Concept](#)

It is recommended that the City Council receive the oral presentation and provide direction to the consultant and staff.

- B. [Approval of Royal Oaks Annexation Agreement](#)

- C. [Contract for preparation of environmental review documents and planning services for the annexation of the Royal Oaks property, 1763 Royal Oaks Drive North, and a budget amendment for the contract](#)

Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property in the amount of \$113,563 and a \$25,000 contingency

- D. [Conceptual Design Presentation for Initial Phase of Civic Center Master Plan](#)

It is recommended that the City Council receive and file the conceptual designs for the initial three phases of the Civic Center Master Plan and provide direction on next steps

11. CONTINUATION OF ORAL COMMUNICATIONS

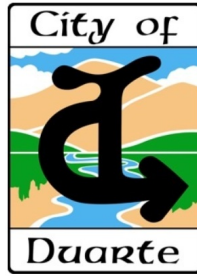
12. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE
DIRECTOR

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 17th day of January, 2023.



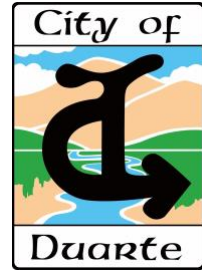
ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[CM Comments 1-23-24.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: January 16, 2024
SUBJECT: Comments on Agenda Items, Meeting of January 23, 2024

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

ITEM 4.B. (Special Items). Public Safety Department update - Public Safety Director Breceda will provide an update for the council.

ITEM 4.C. (Special Item). Recognition of Duarte Boxing Trainer Victor Valenzuela - The Parks and Recreation Department is recognizing Victor Valenzuela for his 19 years of service to the Duarte Boxing Program and the youth of Duarte.

ITEM 7.E. (Consent Calendar). The Finance Department has submitted the monthly reports for October and November 2023 for review.

ITEM 7.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for January 2024 for review.

ITEM 7.G. (Consent Calendar). Post Office Parking Lease Renewal - Since 2000, Duarte has entered into a licensing agreement with Southern California Edison for land associated with the 21-space lot for the post office. The previous five-year agreement is set to end on April 30, 2024. The term of the new five-year agreement starts May 1, 2024 through April 30, 2029 with no substantial changes to the agreement's terms and conditions. The Edison agreement also immediately requires the City to submit current proof of insurance naming the company as additionally insured. If approved, the lease agreement not to exceed amount would be \$53,503 over five years. Year 1 annual amount would be \$9,683.12, paid quarterly. The amount has been allocated in the FY 23-24 City Budget (100-1020-7724).

ITEM 7.H. (Consent Calendar). Professional Services Agreement with Armstrong and Walker to develop construction drawings for the Donald and Bernice Watson Recreation Trail - Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill. The primary task for the trail is repaving, ADA compliance and drainage improvements but part of the grant does provide for upgrade of landscaping and the addition of amenities. Much of the trail is already landscaped, so the idea is to augment the existing landscape and to provide irrigation. There will also be the need to design a few activity nodes along the trail where seating and amenities will be incorporated. The current goal is to have the project ready to be bid by June 2024. In addition to landscape material and irrigation design, the contract includes: a meeting with the Parks & Recreation Commission to gather public and Commission input on design; coordinating with the project engineer to coordinate with the paving and drainage plan; and detailed oversight of the installation of plant material and improvements during construction. The proposed contract amount, including consulting arborist, is \$57,500. While this amount should cover all necessary work, Staff recommends that a \$20,000 contingency be added to address any necessary additional work. All additional work will require written approval from City Staff. This project is funded by a Federal Appropriation but the City is responsible for the design costs. There will be a maximum impact of \$77,500 to the General Fund.

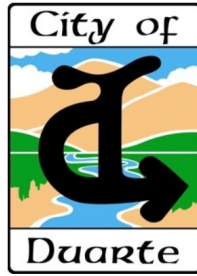
ITEM 10.A. (Business Item). Median Design Concept Update - Armstrong & Walker, the landscape architects hired to develop landscape plans for the Huntington Drive medians, will make a presentation of concept median plans. The presentation will address design criteria used, the design process, multiple design alternatives and a concept plant list. The goal of the presentation is to gather input from the City Council so that the design process can progress.

ITEM 10.B. (Business Item). Pre-Annexation Agreement between HumanGood SoCal dba Royal Oaks Retirement Community and the City of Duarte and direction for support or opposition of HumanGood SoCal's annexation application - At the November 14, 2023, Special City Council Meeting, the City Council held a workshop to review a presentation by staff, take public comments, and deliberate on the potential annexation of the Royal Oaks Retirement Community ("RORC"), owned and operated by HumanGood SoCal ("HumanGood"), into the City. At that time, the City Council directed staff to enter into discussions with HumanGood for a pre-annexation agreement that would "make the City whole" regarding expenditures of City time and other costs relating to HumanGood's annexation application with the Local Agency Formation Commission for the County of Los Angeles (LAFCO). The Pre-Annexation Agreement requires HumanGood to make certain payments to the City, including its consultants and City Attorney's Office, for expenses relating to the City's processing and support of HumanGood's annexation application with LAFCO. If the annexation is completed, the City retains all land use and permitting authority over the annexed area for any future development or expansion. HumanGood will make the following payments to the City to compensate the City for expenditures relating to the annexation application: The total cost of the professional services agreement with Rincon Consultants, Inc. for California Environmental Quality Act services (Business Item 10C on this agenda), including contingency costs; All City staff and City Attorney time expended relating to the annexation application, including research, analysis, meetings, and workshops dating back to June 5, 2023; and Payment for all future expenses relating to the continued processing of the annexation application. Additionally, HumanGood will indemnify the City for actions relating to the City's support of the annexation application.

ITEM 10.C. (Business Item). Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property (this item is contingent on the approval of the pre-annexation agreement and support of HumanGood's annexation application)- HumanGood, the owner and operator of Royal Oaks located at 1763 Royal Oaks Drive North, has expressed the desire to have its property annexed into the City of Duarte. The Royal Oaks property is not a part of the Duarte Sphere of Influence and because of this was not included in the City's General Plan. The annexation process requires Los Angeles County Local Agency Formation Commission (LAFCO) approval. There is an established process set by LAFCO to complete the annexation process. Part of the annexation process requires that the property be pre-zoned. Currently, there is no zone in the City's Development Code that is compatible with the Royal Oaks use, so part of the annexation process will be the development of a new zoning designation that will be added to the Development Code. Even though, in the short term, no development is being proposed on the property, the general plan amendment and zoning process is subject to the California Environmental Quality Act (CEQA) and environmental review is required. The proposed contract with Rincon Consultants will provide staff assistance in preparing the necessary zoning and environmental documents and also in working through the LAFCO process. In addition to the proposed contract amount of \$113,563, staff proposes that a \$25,000 contingency be added for additional work, if additional tasks are needed to address the LAFCO process. All costs associated with the contract with Rincon Consultants will be funded by the applicant, HumanGood and processed through a pass through account.

ITEM 10.D. (Business Item). Civic Center Master Plan - In 2023, the City Council approved a Professional Services Agreement with LPA for conceptual design services of the initial three planning phases of the Civic Center Master Plan. With the goal of addressing the City's aging infrastructure and improving the overall level of service to the public in a financially sustainable way; the scope of work

intended to lay out recommendations for the refurbishment of the exterior siding on all Civic Center City facilities and future interior renovations of the City's two oldest facilities, City Hall, and the Community Center. In addition to the three conceptual designs, each phase includes a statement of probable construction cost. The purpose of this presentation is to receive and file the conceptual designs LPA, staff, and the City Council Ad-Hoc Committee have been working on since April of 2023 but also, provide direction on next steps as staff begins to embark on updating the City's five-year Capital Improvement Plan for future City Council consideration and approval. With the completed conceptual designs, the City now has a framework in place for future infrastructure improvement planning to continue to provide exemplary public services. Notably, while the Council may not choose to implement all or any of the phases' conceptual designs, at a minimum, staff recommends the City begin to tend to the Civic Center buildings over-matured exterior siding, Phase One (1) and also, moving forward with replacing the audio-visual system, called out in the total cost estimate for Phase Three (3) at \$202,440, as the audio-visual equipment in the Community Center utilized to facilitate various public meetings is failing and no longer being manufactured.



ITEM: 7.C

Approval of Minutes - January 9, 2024 (CC/HA/FA)

Recommended Action:

Attachments:

[7C - Minutes - January 9, 2023.pdf](#)

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 9, 2024
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Truong called the open session to order at 7:04 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Martin Del Campo, Garcia, Truong, Martin Del Campo
Councilmembers Absent: Schulz
Staff Present: Brian Villalobos, 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
Larry Breceda, Director of Public Safety Services
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager/PIO
Salina Bautista, Permit Technician

2. PLEDGE TO THE FLAG

The flag salute was led by Sergeant Stevin Fiedler.

3. ADOPTION OF THE AGENDA

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

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

4. SPECIAL ITEMS

A. San Gabriel Valley Council of Governments (SGVCOG) Energy Working Group Presentation – 2023 Energy Champion Award

Nicholas Ryu, San Gabriel Valley Council of Governments Manager of Sustainability and Natural Services, presented the 2023 Energy Champion Award to the City and thanked Associate Planner Mena Abdul Ahad, Associate Planner Scott Nash, and Community Development Director Craig Hensley for their hard work.

B. Community Development Department Update

Director of Community Development Hensley provided an update on public works related projects; and the number of building permits, inspections, and plan checks issued over the past year.

In response to a question posed by the Council, he provided an update on Jersey Mike's; and landscape maintenance on Duarte Road.

C. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez gave an update on upcoming winter classes; announced the MLK Day event on January 11; provided a progress update on the pool deck repair; and announced the Lunar New Year Event on February 3.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

City Clerk Juarez announced upcoming city events.

Hope Peoples, Mayor's Youth Council President, announced that homeless care packages are currently being accepted at the Teen Center.

Los Angeles County Fire Department Battalion Chief Darren Walker announced the upcoming community sandbag giveaway event.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Doris Anderson expressed her appreciation of Councilmembers and Staff for their service to the community; suggested that the trees near the Duarte sign be trimmed and a citizen's garden club be created to care for the area surrounding the sign; and suggested that students paint electrical signs throughout the community.

7. CONSENT CALENDAR

- A. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- B. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- C. Approval of Minutes – December 12, 2023. (CC/HA/FA)
- D. Approval of Warrants – December 26, 2023 and January 9, 2024. (CC/HA/FA)
- E. Receive and file the Community Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Notice of Completion: Fiscal Year 2023-24 Citywide Concrete Repair Project No. 24-1 for Ruiz Concrete and Paving, Inc. in the amount of \$112,929.40.
- H. Notice of Completion: Fiscal Year 2023-24 Citywide Striping and Marking Project No. 24-2 for WGJ Enterprises, Inc. dba PCI in the amount of \$56,829.80.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to approve Items 7A-7H of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. Job Description and Salary Schedule for Payroll Technician

City Manager Villalobos presented the staff report stating that the duties of a vacated Human Resources Manager position have been spread among various staff since 2011, however the complexity of payroll responsibilities have grown over time. Additionally, auditors have flagged the position as one that should be separate to minimize risk. The union reviewed the job description and salary, and their comments were incorporated in the position presented.

Moved by Councilmember Kang, seconded by Councilmember Finlay, and carried by the following vote of the Council approve the job description and salary schedule for the position of Payroll Technician, amend the City Wide Salary Schedule and approve a budget amendment of \$29,000 to account number 1805-7002.

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

B. Resolution Establishing the Date and Time of Regular City Council Meetings

City Manager Villalobos presented the staff report stating the Council has always canceled the second meeting of December as it typically falls during Christmas week; two years ago, the Council began taking off the second meeting of August; in order to formalize the process, last year the Council adopted a Resolution setting the Council calendar; and going forward, in order to assist with planning, Staff will be bringing the calendar to Council for adoption each January.

Moved by Councilmember Finlay, seconded by Councilmember Lewis, and carried by the following vote of the Council to adopt Resolution No. 24-01 establishing the date and time of regular City Council meetings.

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

C. Annual Appointment of City Councilmembers to Intergovernmental Organizations

City Clerk Juarez presented the staff report stating this item was presented at the December 12, 2023 meeting, at which time the Council decided to take additional time to think about the appointments and bring the item back at the following meeting.

Discussion ensued regarding the various appointments.

Moved by Councilmember Finlay, seconded by Councilmember Lewis, and carried by the following vote of the Council to make appointments to intergovernmental organizations for the upcoming year as discussed and directed.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Villalobos wished everyone a Happy New Year.

Councilmember Martin Del Campo thanked Doris Anderson for her comments and stated that she knows of other constituents interested in community gardening and is hoping to secure some funding for it.

Mayor Pro Tem Garcia wished Sergeant Fidler a Happy Law Enforcement Appreciation Day; inquired about Deputy staffing at Pamela Park; spoke about walking with the City of Hope float at the Rose Parade; and requested that the meeting be adjourned in memory of MAD Town Council Member Terrance Williams and Sue Haynie-Horn.

Councilmember Finlay stated that she went to the funeral services for Terrance Williams and shared kind words about him; expressed concern about pedestrian safety at Mount Olive and the bike path; and wished everyone a Happy New Year.

Councilmember Lewis wished everyone a Happy New Year; reported that he attended Senator Rubio's campaign launch party; shared memories of Terrance Williams; and requested that the meeting be adjourned in memory of Christina Evans and shared memories about her.

Councilmember Kang shared kind words about Terrance Williams; reported that he attended the City of Azusa's 125th celebration gala; thanked the SGVCOG for naming the City as 2023 Energy Champion and thanked staff for their work on the energy projects; and wished everyone a Happy New Year and Happy Lunar New Year to everyone.

Mayor Pro Tem Garcia announced that Duarte High School will be hosting a blood drive on January 25, 2024.

Mayor Truong reported that he attended his first Sanitation District meeting; expressed his appreciation of Mayor Pro Tem Garcia participating in the Rose Parade with the City of Hope on his behalf; and wished everyone a happy 2024.

13. ADJOURNMENT

At 9:23 p.m., the City Council adjourned the meeting in memory of Terrance Williams, MAD Town Council Member, Sue Haynie-Horn, and Christina Evans.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 7.D

Approval of Warrants - January 23, 2024 (CC/HA/FA)

Recommended Action:

Attachments:

[CC Warrant Register by Account 1-23-2024.pdf](#)

[CC Warrant Register by Vendor 1-23-2024.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1205-7636	TOM'S CLOTHING & UNIFORMS	CSO J Rodriguez Uniforms	4093		368.80
100-1605-7730	SALVADOR REDNER	Balance-Lunar New Year Entertainment 2/3/2024	219421		2,000.00
100-1020-7716	CALIFORNIANS ORGANIZED F...	Veteran's Day 2023 Trumpet Players	219396		100.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Santa's Mailbox Repair	BD24-0827		75.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs-City Yard	BD24-0827		17.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	BD24-0827		39.39
100-1020-7716	HOME DEPOT CREDIT SERVICES	Holiday in the Park Loveseat	BD24-0827		354.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs-City Yard	BD24-0827		169.80
100-1610-7618	HOME DEPOT CREDIT SERVICES	City Yard Electric Repairs	BD24-0827		30.18
100-1020-7716	CAPITAL ONE	Tree Lighting Event Supplies	BD24-0826		26.92
100-1605-7736	CAPITAL ONE	Recital Supplies	BD24-0826		120.00
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 11/2023	219422		155.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	BD24-0827		58.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	BD24-0827		24.21
100-1610-7618	CAPITAL ONE	Senior Ctr Coffee Supplies	BD24-0826		79.44
100-1605-7733	CAPITAL ONE	Senior Ctr Week of Holiday Magic Supplies	BD24-0826		100.72
100-1605-7733	CAPITAL ONE	Senior Ctr Misc Supplies	BD24-0826		36.93
100-1020-7716	HOME DEPOT CREDIT SERVICES	Santa Stage Supplies	BD24-0827		354.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	City Yard Electric Repairs	BD24-0827		24.21
100-1405-8100	ARCHITECTURAL DESIGN & SI...	Balance-Route 66 Historic Sign Build	219394	202317/1405-8100-Other Cap ..	34,924.00
100-1605-7735	CAPITAL ONE	Teen Ctr Snack Bar Supplies	BD24-0826		158.88
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Generator Rental 12/10/23	4090		1,157.63
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Light Tower Rental 12/10/23	4090		2,204.53
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Light Tower Rental 12/10/23	4090		2,264.76
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	219405		140.00
100-1605-7735	CAPITAL ONE	Teen Ctr Holiday Festival Supplies	BD24-0826		177.65
100-1015-7686	RICHARD D JONES, A Professi...	Zero Bail Injunction	219424		711.49
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	4089		87.77
100-1825-7613	GRAND PRINTING INC	Request for Service Forms/Envelopes	219410		975.71
100-1605-7730	CURO MANAGED PRINT PRO...	Home Decorating Winner Signs	219400		114.89
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 11/2023	219416		889.03
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 11/2023	219416		868.49
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 11/2023	219416		310.41
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 11/2023	219416		1,676.36
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 11/2023	219416		6,120.27
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 11/2023	219416		202.19
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 10/2023	219416		1,116.78
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 10/2023	219416		1,856.74

Council Warrant Register By Account

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 10/2023	219416		278.70
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 10/2023	219416		1,731.50
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 10/2023	219416		7,696.86
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 10/2023	219416		108.71
100-1605-7612	SOUTHERN CALIFORNIA MUN...	Parks & Rec 2024 Membership	219426		145.00
100-1825-7782	US BANK	1999 TAB Trustee Fees 12/1/23 - 11/30/24	4095		1,490.00
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 11/23/23 - 12/22/23	219398		26.41
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 1/01/2024 - 1/31/2024	219397		1,728.25
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 11/1/2023 - 11/30/2023	219397		503.35
100-1010-7610	ANNETTE JUAREZ	Laserfische Training/New Law/Election Conf	4083		315.84
100-1005-7980	U.S. BANK	DashPass 12/5/2023 - 1/5/2024 (DoorDash)	4072		9.99
100-1010-7610	U.S. BANK	Brian V/Staff/CC Mtg 12/6/23 (Hope Village Hotel)	4072		283.14
100-1010-7610	U.S. BANK	Annette Juarez League Conf Hotel (Mission Bay)	4072		639.00
100-1010-7612	U.S. BANK	Pssadena Star News Online Subscription	4072		18.00
100-1010-7980	U.S. BANK	CC Reorganization Reception (Sweet Nothings)	4072		89.70
100-1010-7980	U.S. BANK	Hand Sanitizer (Amazon)	4072		18.07
100-1010-7980	U.S. BANK	Phone Tripod (Amazon)	4072		33.06
100-1010-7980	U.S. BANK	CC Reorganization Reception (Amazon)	4072		34.81
100-1010-7980	U.S. BANK	CC Reorganization Reception (InstaCart)	4072		47.78
100-1010-7980	U.S. BANK	CC Reorganization Reception (Costco)	4072		62.39
100-1010-7980	U.S. BANK	Food Delivery 12/6/23 (DoorDash-Pizza Guys)	4072		85.39
100-1010-7980	U.S. BANK	Terrane Williams Family Flowers (Nobee)	4072		101.43
100-1020-7712	U.S. BANK	Spotify Membership	4072		16.99
100-1020-7716	U.S. BANK	Rt 66 Sign Dedication Ceremony (Smart& Final)	4072		50.17
100-1020-7716	U.S. BANK	Rt 66 Sign Dedication Ceremony (Crumbi Cookie)	4072		54.62
100-1405-7610	U.S. BANK	Employee Breakfast Green Peppers (Vons)	4066		3.47
100-1405-7610	U.S. BANK	Employee Breakfast Coffee (Starbucks)	4066		60.00
100-1405-7614	U.S. BANK	iPhone Screen Cover (Zagg)	4066		10.00
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (OTC Brands)	4071		192.86
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Walmart)	4071		67.89
100-1020-7711	U.S. BANK	Employee Awards Invitations (Paperless Post)	4071		58.00
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (Amazon)	4071		57.02
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (OTC Brands)	4071		51.74
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Costco)	4071		339.46
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (TJMaxx)	4071		414.05

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Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Walmart)	4071		11.51
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Smart&Final)	4071		164.86
100-1020-7711	U.S. BANK	Service Award Pins 2023 (Brown Industries)	4071		47.25
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 12/4/23 - 1/3/24	4071		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 12/4/23 - 1/3/24	4071		7.75
100-1805-7610	U.S. BANK	Kristen P Municipal Institute Hotel (SDMissionBay)	4071		712.15
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 12/13/23-1/12/24	4071		797.70
100-1815-7632	U.S. BANK	Finance Webinar 12/7/23 - 1/6/24 (Zoom)	4071		80.00
100-1205-7614	U.S. BANK	Office Supplies (Target)	4067		5.28
100-1205-7615	U.S. BANK	CERT Presentation Monitor (Amazon)	4067		1,319.68
100-1205-7615	U.S. BANK	EOC Laptop (Best Buy)	4067		587.94
100-1205-7615	U.S. BANK	EOC Operations Food 12/23/23 Storm (Max's)	4067		136.90
100-1205-7615	U.S. BANK	CERT Holiday Dinner Awards (Target)	4067		127.42
100-1205-7615	U.S. BANK	CERT Holiday Dinner Supplies (Target)	4067		50.58
100-1205-7615	U.S. BANK	CERT Holiday Dinner Supplies (Target)	4067		80.00
100-1205-7779	U.S. BANK	Youth Event Lunch 12/2/23 (Raising Cane's)	4067		195.02
100-1205-7779	U.S. BANK	Halloween Contest Winner Gift Card (Target)	4067		20.00
100-1205-7779	U.S. BANK	Nat Brink Winner 2 Gift Card (Target)	4067		20.00
100-1205-7779	U.S. BANK	A-Team TC Craft Event Supplies (Target.com)	4067		27.66
100-1205-7779	U.S. BANK	Youth Lunch 12/11/23 (Wingstop)	4067		37.46
100-1205-7779	U.S. BANK	Youth Event Dinner 12/8/23 (Little Caesars)	4067		57.05
100-1205-7779	U.S. BANK	A-Team TC Event Supplies (Target.com)	4067		60.23
100-1205-7779	U.S. BANK	Run Club Dinner 12/5/23 (Tropicana Mkt)	4067		81.51
100-1205-7779	U.S. BANK	Run Club Water (Grocery Outlet)	4067		5.19
100-1205-7779	U.S. BANK	Youth Movie Day 12/19/23 (Look Cinema)	4067		109.85
100-1205-7779	U.S. BANK	DART Meeting Supplie...	4067		119.79
100-1205-7779	U.S. BANK	DART Event Food 12/22/23 (Raising Cane's)	4067		191.56
100-1205-7779	U.S. BANK	A-Team TC Event Raffle Winner Gift (Walmart.com)	4067		329.65
100-1205-7779	U.S. BANK	Youth Trip LA Zoo Lights 12/8/23 (GreaterLAZoo)	4067		672.00
100-1205-7779	U.S. BANK	Youth Dinner 12/19/23 (Blaze Pizza)	4067		68.92
100-1205-7779	U.S. BANK	Misc Credit (Target)	4067		-0.10
100-1205-7779	U.S. BANK	Halloween Pumpkin Contest Gift Card (Target)	4067		20.00
100-1205-7980	U.S. BANK	Stuff A Patrol Car Decorations (Amazon)	4067		39.67
100-1205-7980	U.S. BANK	Arrest of the Month Gift Card (Target)	4067		25.00

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Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7711	U.S. BANK	Staff Breakfast Supplies (Vons)	4068		77.61
100-1020-7716	U.S. BANK	Special Event Wristbands (Amazon)	4068		23.14
100-1020-7716	U.S. BANK	Holiday in the Park Chain (Amazon)	4068		86.75
100-1020-7716	U.S. BANK	Tree Lighting Cups/Napkins (Amazon)	4068		104.49
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Tropicana Mkt)	4068		68.28
100-1020-7716	U.S. BANK	Home Decorating Contest Judge GiftCards (Michaels)	4068		60.00
100-1020-7716	U.S. BANK	Santa Coming to Town Vehicle Weaths (Michaels)	4068		51.67
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Tropicana Mkt)	4068		41.27
100-1020-7716	U.S. BANK	Tree Lighting Coffe...	4068		120.00
100-1020-7716	U.S. BANK	Santa Coming Snow Machine Hose (Fog It Up)	4068		415.62
100-1020-7716	U.S. BANK	Santa Coming to Town Car Rental (Rt 66 Rent a Car)	4068		455.96
100-1020-7716	U.S. BANK	Santa Comning to Duarte Snow Fluid (Fog It Up)	4068		461.06
100-1020-7716	U.S. BANK	Santa Coming to Town Socks/Bags (Amazon)	4068		631.77
100-1020-7716	U.S. BANK	Holiday in the Park Staff Food (Dominos)	4068		184.64
100-1020-7716	U.S. BANK	Santa Coming to Town Tracker (LiveViewGPS)	4068		36.95
100-1020-7716	U.S. BANK	Gingerbread Step & Repeat (Natures Cleaners)	4068		30.00
100-1020-7716	U.S. BANK	Holiday in the Park Restrooms (Eagle Portables)	4068		753.81
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Dominos)	4068		126.25
100-1020-7716	U.S. BANK	Holiday in the Park Decorations (JoAnns)	4068		29.33
100-1020-7716	U.S. BANK	Holiday in the Park Council Gifts (Papersource)	4068		94.54
100-1020-7716	U.S. BANK	Holiday in the Park Council Gift Items (Michaels)	4068		94.49
100-1020-7980	U.S. BANK	Awards Recognition Flower Vases (BBG The Orchid)	4068		52.01
100-1605-7610	U.S. BANK	Holiday Cheer Raffle Prizes (Target)	4068		136.39
100-1605-7610	U.S. BANK	Holiday Cheer Raffle Prizes (HomeGoods)	4068		27.54
100-1605-7612	U.S. BANK	Sang Gabriel Valley Tribune Online Subscription	4068		3.00
100-1605-7614	U.S. BANK	Kelly Barnes Office Calendars	4068		35.84
100-1605-7614	U.S. BANK	Font-Havana (You Work for Them)	4068		14.00
100-1605-7614	U.S. BANK	Jeff/Facility Maintenance Calendar (Amazon)	4068		10.65
100-1605-7614	U.S. BANK	Pens/Command Tap...	4068		28.44
100-1605-7614	U.S. BANK	Foldable Cart (Amazon)	4068		60.86
100-1605-7614	U.S. BANK	Ornament Storage Box (Amazon)	4068		26.45
100-1605-7614	U.S. BANK	Command Strips (Amazon)	4068		18.58
100-1605-7691	U.S. BANK	Return-Mtg Stationary Supplies (HomeGoods)	4068		-15.40
100-1605-7730	U.S. BANK	Lunar New Year Event Yellow Ribbon (Amazon)	4068		45.05
100-1605-7730	U.S. BANK	Home Decorating Contest Winner Cookies (CarolMoss)	4068		245.00

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Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7730	U.S. BANK	Lunar New Year Event Tags (Amazon)	4068		53.49
100-1605-7730	U.S. BANK	Chinese New Year Costume (JoyMascot-PayPal)	4068		269.00
100-1605-7730	U.S. BANK	Breakfast with Santa Craft Supplies (Amazon)	4068		80.63
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Staff Coffee (Starbucks)	4068		30.00
100-1605-7733	U.S. BANK	SC Holiday Napkins (Dollar Tree)	4068		11.13
100-1605-7733	U.S. BANK	SC Holiday Magic Supplies (Smart & Final)	4068		137.24
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Supplies (Home Depot)	4068		88.09
100-1605-7733	U.S. BANK	SC Silver Strings Event Treats (Portos Bakery)	4068		96.40
100-1605-7733	U.S. BANK	SC Holiday Magic Gingerbread Houses (Amazon)	4068		248.00
100-1605-7733	U.S. BANK	SC Silver Strings Events Treats (Merengue)	4068		46.31
100-1605-7733	U.S. BANK	SC Holiday of Magic Raffle Prize (Smart & Final)	4068		25.00
100-1605-7733	U.S. BANK	SC Holiday Magic Supplies/Raffle Items (Walmart)	4068		236.20
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Supplies (Walmart)	4068		58.25
100-1605-7735	U.S. BANK	CHYLL Meeting Dinner (Olive Garden)	4068		222.20
100-1605-7735	U.S. BANK	TC Winter Holiday Festival Hats/Supplies (Amazon)	4068		28.63
100-1605-7735	U.S. BANK	TC Duarte Dance Performace Shirts (Amazon)	4068		262.22
100-1605-7735	U.S. BANK	TC Footbsll Fan Night (Little Caesars)	4068		125.55
100-1605-7735	U.S. BANK	TC Football Fan Night (Wing Stop)	4068		354.64
100-1605-7735	U.S. BANK	TC Holiday Event Supplies (Amazon)	4068		123.68
100-1605-7739	U.S. BANK	Holiday Advertising (Facebook)	4068		61.51
100-1605-7980	U.S. BANK	PT Holiday Celebration (Winner Party)	4068		55.42
100-1605-7980	U.S. BANK	PT Staff Recognition Dessert (Sprinkles)	4068		142.50
100-1605-7980	U.S. BANK	PT Staff Appreciation Gift Cards (Starbucks)	4068		50.00
100-1605-7980	U.S. BANK	Speaker Reader (Best Buy)	4068		65.02
100-1605-7980	U.S. BANK	Misc Target Credit	4068		-0.20
100-1605-7980	U.S. BANK	PT Staff Appreciation Gift Cards (Home Depot)	4068		120.00
100-1605-7980	U.S. BANK	PT Staff Appreciation Games Supplies (Target)	4068		158.60
100-1605-7980	U.S. BANK	PT Staff Appreciation Food (La Patrona)	4068		792.32
100-1610-7618	U.S. BANK	SC Sugar for Coffee (Smart & Final)	4068		13.66
100-1610-7618	U.S. BANK	Return-Podium (Amazon)	4068		-284.58
100-1610-7618	U.S. BANK	SC Coffee Supplies (Smart & Final)	4068		25.98
100-1610-7618	U.S. BANK	Holiday Tree Decor (Michaels)	4068		39.68
100-1610-7618	U.S. BANK	Building Maintenance Supplies (Smart & Final)	4068		58.76
100-1610-7618	U.S. BANK	Council Coffee Make...	4068		77.16

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Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7618	U.S. BANK	SC Coffee Supplies (Smart & Final)	4068		108.26
100-1610-7618	U.S. BANK	Caution Tape (Home Depot)	4068		24.19
100-1810-7611	U.S. BANK	12/19/23 CPR Drinks (Target)	4068		22.13
100-1810-7611	U.S. BANK	12/18/23 CPR Participants Bagels/Coffee (Einstein)	4068		35.16
100-1810-7611	U.S. BANK	12/19/23 CPR Lunch (Subway)	4068		159.80
100-1810-7611	U.S. BANK	12/19/23 CPR Orange Juice (Ralphs)	4068		11.98
100-1810-7611	U.S. BANK	12/18/23 CPR Participants Lunch (The Habit Burger)	4068		147.96
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 12/12/2023	4091		160.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Trash Can Liners	4087		79.36
100-1825-7630	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer	219398		25.38
100-4201	GO SOLAR EASY INC	Maint 11/27/23 - 12/26/23 Solar Permit Refund-Pmt #2023-209/2136 Citrusview	219409		200.00
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sales Tax Audit 10/2023 - 12/2023	219411		1,821.78
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Transaction Tax 10/2023 - 12/2023	219411		403.13
100-1010-7980	JAG ENDEAVORS LLC	Duarte Branded Apparel	219412		329.72
100-1205-7614	STAPLES ADVANTAGE	Office Suplies	4089		461.62
100-1410-8030	AIRSTAR AMERICA INC	Redtech Emergency Safety Light	4073		3,008.03
100-1405-7650	WARDS SERVICE	Vehicle 19 Smog Test	4096		69.99
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Mosquito/Rodent Control Srvcs 12/2023	4098		784.01
100-2125	REGIONAL TAP SERVICE CENT...	Tap Card Reload 12/2023	219422		40.00
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	219408		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	219408		90.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	219408		12.00
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SW-Wan w/VELO/SIP & E911 Bundle 2/2024	4076		1,667.52
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 1/2024	4082		1,773.47
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 2/1/2024 - 4/30/2024	219420		664.60
100-1205-7779	AIDA TORRES	Youth Holiday in the Park Hats Reimbursement	4094		37.71
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 2/2024	4086		191.22
100-1500	GEORGE DANG	Advance-Lunar New Year Red Envelope Cash	4078		200.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4075		37.06
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4075		9.31
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 12/2023	4077		75.00
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Class 1/2024	4079		240.00
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...	CERT Cups	219406		60.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	219406		8.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Mailing Box	219406		13.61
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	219399		175.00
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fees Q4 2023	219395		110.00
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q4 2023	219402		341.90
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Fee Q4 2023	219395		-11.00
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q4 2023	219402		-17.10
100-1405-7965	ARMSTRONG & WALKER LAN...	Hunt Dr Median Landscape Design 11/1/23 - 12/31/23	4074	202416-Prof Svcs-Huntington ...	6,954.80
100-1815-7632	MAXTREME INC	MAMP Pro Networking Software	4084		109.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1815-7980	MAXTREME INC	iPad Cases/Mice/Monitor/AirPods/L -Com	4084		1,453.80
100-1815-8011	MAXTREME INC	(2) Laptops (HR/P&R Director)	4084		4,206.31
100-1815-7632	MAXTREME INC	Google Maxhavens 7/2023 - 12/2023	4084		576.00
100-1815-7632	MAXTREME INC	Office 365 10/2023 - 12/2023	4084		1,410.75
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2024 - 1/31/2024	BD24-0830		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2024 - 1/31/2024	BD24-0829		485.20
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	219400		8.54
100-1410-8030	AIRSTAR AMERICA INC	Emergency Safety Light Sales Tax (PO #24-0017)	4073		20.21
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q4 2023	219403		115.40
100-1605-7739	CURO MANAGED PRINT PRO...	Evacuation Site & Evacuation Center Signs	219400		70.56
100-1610-7650	WARDS SERVICE	Vehicle 21 Smog Test	4096		69.99
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH FortiNet Cybersecurity 1/17/2024 - 1/16/2025	4092		583.50
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 2/2024	4092		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Mita Management 2/2024	4092		608.30
100-1605-7730	ANGELIKA DEOCAMPO	Balance-Lunar Year Entertainment	219401		227.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 12/1/23 - 12/31/23	BD24-0828		1,400.62
100-1815-7821	THE TECHNOLOGY DEPOT INC	Annual Hardware Support 1/01/2024 - 12/31/2024	4092		3,095.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 1/2024	219407	250004 - Property Rent - Next...	2,001.51
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano 9/29/23 - 11/30/23	219414		630.00
100-1020-7711	KRISTEN PETERSEN	Employee Christmas Breakfast Supplies	4085		404.88
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4075		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4075		9.31
100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Parking Lot Lease 2/01/2024 - 4/30/2024	4088		2,305.50
100-1405-7610	DUARTE PETTY CASH	Interview Panel Donuts	219404		10.00
100-1805-7980	DUARTE PETTY CASH	Halloween Pumpkin Supplies	219404		49.25
100-1825-7626	DUARTE PETTY CASH	Credit Card Terminal Return Postage	219404		17.10
100-1825-7980	DUARTE PETTY CASH	Thanksgiving Feast Raffl...	219404		22.05
100-1500	MARILYN MAYS	Advance-Vegas Winter Brawl	219415		751.52
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	4089		57.86
100-1825-7626	QUADIENT FINANCE USA INC	Postage for PS Meter	219419		3,000.00
100-2122	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in County)	219393		4.00
100-4004	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in County)	219393		76.50
100-4903	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in County)	219393		35.00
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay Dues FY24 Q3	219425		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz Dues FY24 Q3	219425		110.00
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos Dues FY24 Q3	219425		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc Dues FY24 Q3	219425		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda Dues FY24 Q3	219425		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen Dues FY24 Q3	219425		240.00
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	2024 Membership Dues	219413		9,720.00
100-2120	NANCY OLEA	SC Rent Deposit Refund 1/6/2024	219418		500.00
100-2120	CHRISTINE REYES	SC Rent Deposit Refund 12/30/2023	219423		500.00
100-1815-7965	MAXTREME INC	IT Helpdesk 1/2024	4084		12,500.00

Council Warrant Register By Account

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1500	LUIS VALENZUELA	Advance-Vegas Winter Brawl	219427		1,080.00
Fund 100 - GENERAL FUND Total:					162,467.86
Fund: 220 - GAS TAX FUN					
220-2205-8100	HIGHLAND INDUSTRIAL CENT...	Acquisition of Easement (1801 Highland Ave)	4065	202106-2205-8100-Highland P...	55,500.00
220-2225-8100	ELIE FARAH INC	FY24 Street Rehab Project Design 102/28/23-1/3/24	4080	202407/220-2225-8100-Other...	27,455.00
Fund 220 - GAS TAX FUN Total:					82,955.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7896	WEST COAST ARBORISTS INC	Thorsen Park Tree Planting	4097		369.00
240-2410-7662	HOME DEPOT CREDIT SERVICES	Plant Replacement	BD24-0827		49.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					418.50
Fund: 270 - PAEG - PUBLIC ACCESS					
270-2705-8100	WESTERN A/V	Video Conference Bar in Cmty Ctr	219428		3,127.62
270-2705-8100	U.S. BANK	PEG Channel Remote Access (RemotePC)	4071		74.62
Fund 270 - PAEG - PUBLIC ACCESS Total:					3,202.24
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Duarte Park Revitalization Design Srvc 11/2023	219417	202213-Capial Exp-Duarte Par...	12,272.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					12,272.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 11/2023	219416		57.09
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 10/2023	219416		203.59
Fund 440 - PROPOSITION A TRANSIT FUND Total:					260.68
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	219408		12.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					12.00
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
681-6815-7965	HARRIS & ASSOCIATES	FY23 Sb341 Report 11/26/23 - 12/31/23	4081		1,011.00
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					1,011.00
Grand Total:					262,599.78

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	162,467.86
220 - GAS TAX FUN	82,955.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	418.50
270 - PAEG - PUBLIC ACCESS	3,202.24
400 - PARK DEVELOPMENT GRANT FUND	12,272.50
440 - PROPOSITION A TRANSIT FUND	260.68
460 - PROPOSITION C TRANSIT FUND	12.00
681 - Former RDA Low-Mod Income Housing Asset Fund	1,011.00
Grand Total:	262,599.78

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	110.00
100-1005-7644	Travel & Exp - Schulz	110.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	1,237.98
100-1010-7612	Publications and Dues	258.00
100-1010-7980	Other Expenses	802.35
100-1015-7686	Other Legal Services	711.49
100-1020-7711	Employee Recognition C...	1,887.13
100-1020-7712	Community Information ...	16.99
100-1020-7716	Special Community Even...	10,437.80
100-1020-7724	Post Office Parking	2,305.50
100-1020-7980	Other Expenses	52.01
100-1025-7699	League Of Calif Cities	9,720.00
100-1205-7612	Publications and Dues	480.00
100-1205-7614	Office Supplies	466.90
100-1205-7615	Emergency Supplies	2,362.52
100-1205-7636	Uniforms	368.80
100-1205-7650	Vehicle Maintenance	3,449.86
100-1205-7779	Youth Programs	2,053.50
100-1205-7781	Contract Law Enforceme...	13,907.13
100-1205-7980	Other Expenses	86.28
100-1405-7610	Travel, Mtgs & Conf	73.47
100-1405-7614	Office Supplies	97.77
100-1405-7650	Vehicle Maintenance	392.89
100-1405-7800	Building Department Ser...	957.40
100-1405-7965	Professional Services	6,954.80
100-1405-8100	Other Capital Improvem...	34,924.00
100-1410-7650	Vehicle Maintenance	2,725.23
100-1410-7656	Emergency Generator	160.00
100-1410-8030	Other Equipment (Capita...	3,028.24
100-1500	Advances	2,031.52
100-1605-7610	Travel, Mtgs & Conf	163.93
100-1605-7612	Publications and Dues	148.00
100-1605-7614	Office Supplies	252.68
100-1605-7636	Uniforms	8.54
100-1605-7650	Vehicle Maintenance	589.11
100-1605-7691	Parks & Rec Commission	-15.40
100-1605-7730	Special Events	3,035.06
100-1605-7733	Senior Center	1,677.01
100-1605-7735	Teen Center	1,461.20
100-1605-7736	Youth & Adult Recreatio...	120.00
100-1605-7739	Publicity	132.07
100-1605-7756	Senior Recreation Classes	630.00
100-1605-7980	Other Expenses	1,383.66
100-1610-7618	Building Supplies	661.48

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7636	Uniforms	62.75
100-1610-7650	Vehicle Maintenance	2,075.80
100-1610-7652	Building Maint Services	2,767.32
100-1805-7610	Travel, Mtgs & Conf	712.15
100-1805-7612	Publications and Dues	240.00
100-1805-7965	Professional Services	2,224.91
100-1805-7980	Other Expenses	49.25
100-1810-7611	Training	377.03
100-1810-7660	Other Services	75.00
100-1815-7632	Software	4,374.07
100-1815-7821	Network & Internet Serv...	4,286.80
100-1815-7830	Telephone Services	2,131.72
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	1,453.80
100-1815-8011	Computer Equipment (C...	4,206.31
100-1825-7613	Duplications And Photos	975.71
100-1825-7626	Postage	3,017.10
100-1825-7630	Equipment Lease	2,418.23
100-1825-7631	Equipment Maintenance	529.76
100-1825-7782	Admin Support of Debt ...	1,490.00
100-1825-7980	Other Expenses	22.05
100-2012	Green Building Fees Pay...	110.00
100-2013	Strong Motions Fees Pay...	341.90
100-2120	Refundable Deposits	1,000.00
100-2122	Disability Access & Educ ...	119.40
100-2125	Metro Pass Through (TA...	195.00
100-4004	Business License Tax	76.50
100-4201	Building Permits	200.00
100-4408	Property Rental	2,001.51
100-4903	Business Lic Appl Fees	35.00
100-5004	Other Revenue	-28.10
220-2205-8100	Other Capital Improvem...	55,500.00
220-2225-8100	Other Capital Improvem...	27,455.00
240-2410-7662	Other Serv-Citywide	49.50
240-2410-7896	Tree Planting-Citywide	369.00
270-2705-8100	Other Capital Improvem...	3,202.24
400-4005-8041	Park Improvements (Cap...	12,272.50
440-4405-7650	Vehicle Maintenance	260.68
460-4605-7650	Vehicle Maintenance	12.00
681-6815-7965	Professional Services	1,011.00
Grand Total:		262,599.78

Project Account Summary

Project Account Key	Payment Amount
None	123,491.97
202106-2205-8100-Highland Promenade Measure M	55,500.00
202213-Capial Exp-Duarte Park Improvements	12,272.50
202317/1405-8100-Other Cap Improv-Route 66 Art	34,924.00
202407/220-2225-8100-Other Cap-FY24 St Rehab Proj	27,455.00
202416-Prof Svcs-Huntington Drive Median Landscape	6,954.80
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	262,599.78



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano 9/29/23 - 11/30/23	01092024		630.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					630.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	Youth Holiday in the Park Hats Reimbursement	12102023		37.71
Vendor 1388 - AIDA TORRES Total:					37.71
Vendor: 6564 - AIRSTAR AMERICA INC					
100-1410-8030	AIRSTAR AMERICA INC	Redtech Emergency Safety Light	SR-INV-FL-024130		3,008.03
100-1410-8030	AIRSTAR AMERICA INC	Emergency Safety Light Sales Tax (PO #24-0017)	SR-INV-FL-024139		20.21
Vendor 6564 - AIRSTAR AMERICA INC Total:					3,028.24
Vendor: T4772 - ALBATROSS ELECTRIC COMPANY					
100-2122	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in BL0140297 County)			4.00
100-4004	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in BL0140297 County)			76.50
100-4903	ALBATROSS ELECTRIC COMPA...	Business License Refund (Job in BL0140297 County)			35.00
Vendor T4772 - ALBATROSS ELECTRIC COMPANY Total:					115.50
Vendor: 6561 - ANGELIKA DEOCAMPO					
100-1605-7730	ANGELIKA DEOCAMPO	Balance-Lunar Year Entertainment	3255		227.00
Vendor 6561 - ANGELIKA DEOCAMPO Total:					227.00
Vendor: 6435 - ANNETTE JUAREZ					
100-1010-7610	ANNETTE JUAREZ	Laserfische Training/New Law/Election Conf	10/2023-12/2023		315.84
Vendor 6435 - ANNETTE JUAREZ Total:					315.84
Vendor: 4498 - ARCHITECTURAL DESIGN & SIGNS INC					
100-1405-8100	ARCHITECTURAL DESIGN & SI...	Balance-Route 66 Historic Sign Build	IN0090819	202317/1405-8100-Other Cap ..	34,924.00
Vendor 4498 - ARCHITECTURAL DESIGN & SIGNS INC Total:					34,924.00
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-1405-7965	ARMSTRONG & WALKER LAN...	Hunt Dr Median Landscape Design 11/1/23 - 12/31/23	1032024	202416-Prof Svcs-Huntington ...	6,954.80
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					6,954.80
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fees Q4 2023	10/2023 - 12/2023		110.00
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Fee Q4 2023	10/2023 - 12/2023		-11.00
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					99.00
Vendor: 6127 - CALIFORNIANS ORGANIZED FOR POLICE SUPPORT					
100-1020-7716	CALIFORNIANS ORGANIZED F...	Veteran's Day 2023 Trumpet Players	8242023		100.00
Vendor 6127 - CALIFORNIANS ORGANIZED FOR POLICE SUPPORT Total:					100.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 1/01/2024 - 1/31/2024	31784637		1,728.25

Council Warrant Register By Vendor

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 11/1/2023 - 11/30/2023	31784637		503.35
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,231.60
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 11/23/23 - 12/22/23	6006549707		26.41
100-1825-7630	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 11/27/23 - 12/26/23	6006584736		25.38
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					51.79
Vendor: 6229 - CAPITAL ONE					
100-1020-7716	CAPITAL ONE	Tree Lighting Event Supplies	07975		26.92
100-1605-7736	CAPITAL ONE	Recital Supplies	07981		120.00
100-1610-7618	CAPITAL ONE	Senior Ctr Coffee Supplies	02333		79.44
100-1605-7733	CAPITAL ONE	Senior Ctr Week of Holiday Magic Supplies	02335		100.72
100-1605-7733	CAPITAL ONE	Senior Ctr Misc Supplies	06907		36.93
100-1605-7735	CAPITAL ONE	Teen Ctr Snack Bar Supplies	54151		158.88
100-1605-7735	CAPITAL ONE	Teen Ctr Holiday Festival Supplies	27202		177.65
Vendor 6229 - CAPITAL ONE Total:					700.54
Vendor: T4778 - CHRISTINE REYES					
100-2120	CHRISTINE REYES	SC Rent Deposit Refund 12/30/2023	R101939		500.00
Vendor T4778 - CHRISTINE REYES Total:					500.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4178853928		37.06
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4178853928		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4179612183		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4179612183		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					81.37
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 11/2023	2400935		889.03
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 11/2023	2400936		868.49
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 11/2023	2400937		310.41
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 11/2023	2400938		1,676.36
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 11/2023	2400939		6,120.27
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 11/2023	2400941		202.19
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 10/2023	2400946		1,116.78
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 10/2023	2400947		1,856.74
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 10/2023	2400948		278.70
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 10/2023	2400949		1,731.50
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 10/2023	2400950		7,696.86
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 10/2023	2400952		108.71
Vendor 0903 - CITY OF MONROVIA Total:					22,856.04
Vendor: 6544 - CLOUD CONNECT SOLUTIONS					
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone/SW-Wan w/VELO/SIP & E911 Bundle 2/2024	1090		1,667.52
Vendor 6544 - CLOUD CONNECT SOLUTIONS Total:					1,667.52
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 12/2023	CMC18038		75.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					75.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7730	CURO MANAGED PRINT PRO...	Home Decorating Winner Signs	7361		114.89

Council Warrant Register By Vendor

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	7392		8.54
100-1605-7739	CURO MANAGED PRINT PRO...	Evacuation Site & Evacuation Center Signs	7396		70.56
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					193.99
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q4 2023	10/2023 - 12/2023		341.90
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q4 2023	10/2023 - 12/2023		-17.10
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					324.80
Vendor: 5248 - DIVISION OF THE STATE ARCHITECT					
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q4 2023	10/2023 - 12/2023		115.40
Vendor 5248 - DIVISION OF THE STATE ARCHITECT Total:					115.40
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	2/2024		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					140.00
Vendor: 0046 - DUARTE PETTY CASH					
100-1405-7610	DUARTE PETTY CASH	Interview Panel Donuts	01102024		10.00
100-1805-7980	DUARTE PETTY CASH	Halloween Pumpkin Supplies	01102024		49.25
100-1825-7626	DUARTE PETTY CASH	Credit Card Terminal Return Postage	01102024		17.10
100-1825-7980	DUARTE PETTY CASH	Thanksgiving Feast Raffl...	01102024		22.05
Vendor 0046 - DUARTE PETTY CASH Total:					98.40
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7615	DUARTE PUBLIC SAFETY PETTY...	CERT Cups	01032024		60.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Mailing Box	01032024		13.61
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	01032024		8.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					81.61
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 1/2024	R102032	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					2,001.51
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	6688		42.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	6688		90.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	6688		12.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					144.00
Vendor: 2614 - GEORGE DANG					
100-1500	GEORGE DANG	Advance-Lunar New Year Red Envelope Cash	2/03/2024		200.00
Vendor 2614 - GEORGE DANG Total:					200.00
Vendor: T4773 - GO SOLAR EASY INC					
100-4201	GO SOLAR EASY INC	Solar Permit Refund-Pmt #2023-209/2136 Citrusview	R99552		200.00
Vendor T4773 - GO SOLAR EASY INC Total:					200.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 12/1/23 - 12/31/23	4883398238		1,400.62
Vendor 6181 - GOOGLE LLC Total:					1,400.62
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Request for Service Forms/Envelopes	112824		975.71
Vendor 5340 - GRAND PRINTING INC Total:					975.71
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Class 1/2024	SC-01/2024		240.00
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					240.00
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sales Tax Audit 10/2023 - 12/2023	SIN034193		1,821.78

Council Warrant Register By Vendor

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Transaction Tax 10/2023 - 12/2023	SIN034343		403.13
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,224.91
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Santa's Mailbox Repair	7113079		75.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs-City Yard	7523283		17.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	7536748		39.39
100-1020-7716	HOME DEPOT CREDIT SERVICES	Holiday in the Park Loveseat	6737756		354.28
100-1610-7618	HOME DEPOT CREDIT SERVICES	Electric Repairs-City Yard	6743012		169.80
100-1610-7618	HOME DEPOT CREDIT SERVICES	City Yard Electric Repairs	1524432		30.18
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	8520033		58.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	4541846		24.21
100-1020-7716	HOME DEPOT CREDIT SERVICES	Santa Stage Supplies	2022584		354.87
100-1610-7618	HOME DEPOT CREDIT SERVICES	City Yard Electric Repairs	1532696		24.21
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,148.72
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 1/2024	982192		1,773.47
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,773.47
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1010-7980	JAG ENDEAVORS LLC	Duarte Branded Apparel	1473		329.72
Vendor 6031 - JAG ENDEAVORS LLC Total:					329.72
Vendor: 1592 - KRISTEN PETERSEN					
100-1020-7711	KRISTEN PETERSEN	Employee Christmas Breakfast Supplies	12/8/2023		404.88
Vendor 1592 - KRISTEN PETERSEN Total:					404.88
Vendor: 0139 - LEAGUE OF CALIFORNIA CITIES					
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	2024 Membership Dues	INV-11807-G2L7B1		9,720.00
Vendor 0139 - LEAGUE OF CALIFORNIA CITIES Total:					9,720.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2024 - 1/31/2024	208363679		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 1/1/2024 - 1/31/2024	208364065		485.20
Vendor 5761 - LIFE STORAGE #530 Total:					957.40
Vendor: 4666 - LUIS VALENZUELA					
100-1500	LUIS VALENZUELA	Advance-Vegas Winter Brawl	1/26-28/2024		1,080.00
Vendor 4666 - LUIS VALENZUELA Total:					1,080.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Vegas Winter Brawl	1/26-28/2024		751.52
Vendor 4422 - MARILYN MAYS Total:					751.52
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	MAMP Pro Networking Software	13713		109.00
100-1815-7980	MAXTREME INC	iPad Cases/Mice/Monitor/AirPods/L-Com	13713		1,453.80
100-1815-8011	MAXTREME INC	(2) Laptops (HR/P&R Director)	13713		4,206.31
100-1815-7632	MAXTREME INC	Office 365 10/2023 - 12/2023	13714		1,410.75
100-1815-7632	MAXTREME INC	Google Maxhavens 7/2023 - 12/2023	13714		576.00
100-1815-7965	MAXTREME INC	IT Helpdesk 1/2024	13715		12,500.00
Vendor 4286 - MAXTREME INC Total:					20,255.86

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Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4774 - NANCY OLEA					
100-2120	NANCY OLEA	SC Rent Deposit Refund 1/6/2024	R101750		500.00
Vendor T4774 - NANCY OLEA Total:					500.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 2/2024	1649072		191.22
Vendor 2466 - POST ALARM SYSTEMS Total:					191.22
Vendor: 4616 - QUADIENT FINANCE USA INC					
100-1825-7626	QUADIENT FINANCE USA INC	Postage for PS Meter	81017521-11024		3,000.00
Vendor 4616 - QUADIENT FINANCE USA INC Total:					3,000.00
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 2/1/2024 - 4/30/2024	Q1132561		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 11/2023	6021588		155.00
100-2125	REGIONAL TAP SERVICE CENT...	Tap Card Reload 12/2023	6021700		40.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					195.00
Vendor: 6559 - RICHARD D JONES, A Professional Law Corporation					
100-1015-7686	RICHARD D JONES, A Professi...	Zero Bail Injunction	119926		711.49
Vendor 6559 - RICHARD D JONES, A Professional Law Corporation Total:					711.49
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	1/25/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 0076 - ROTARY CLUB OF DUARTE					
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay Dues FY24 Q3	FY24 Q3		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz Dues FY24 Q3	FY24 Q3		110.00
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos Dues FY24 Q3	FY24 Q3		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda Dues FY24 Q3	FY24 Q3		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc Dues FY24 Q3	FY24 Q3		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen Dues FY24 Q3	FY24 Q3		240.00
Vendor 0076 - ROTARY CLUB OF DUARTE Total:					1,180.00
Vendor: 6540 - SALVADOR REDNER					
100-1605-7730	SALVADOR REDNER	Balance-Lunar New Year Entertainment 2/3/2024	12897767970671		2,000.00
Vendor 6540 - SALVADOR REDNER Total:					2,000.00
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Trash Can Liners	050506-01		79.36
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					79.36
Vendor: 5447 - SOUTHERN CALIFORNIA EDISON					
100-1020-7724	SOUTHERN CALIFORNIA EDIS...	PO Parking Lot Lease 2/01/2024 - 4/30/2024	7701220543		2,305.50
Vendor 5447 - SOUTHERN CALIFORNIA EDISON Total:					2,305.50
Vendor: 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION					
100-1605-7612	SOUTHERN CALIFORNIA MUN...	Parks & Rec 2024 Membership	24-MEM-DUARTE		145.00
Vendor 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION Total:					145.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3554874974		87.77
100-1205-7614	STAPLES ADVANTAGE	Office Suplies	3555618275		461.62
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3556767952		57.86
Vendor 2688 - STAPLES ADVANTAGE Total:					607.25
Vendor: 6462 - SUNBELT RENTALS INC					
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Generator Rental 12/10/23	148174388-001		1,157.63
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Light Tower Rental 12/10/23	148175168-0001		2,204.53

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7716	SUNBELT RENTALS INC	Holiday in the Park Light Tower Rental 12/10/23	148205433-0001		2,264.76
Vendor 6462 - SUNBELT RENTALS INC Total:					5,626.92
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 12/12/2023	SA-40863		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH FortiNet Cybersecurity 1/17/2024 - 1/16/2025	25210		583.50
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 2/2024	25448		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	Mita Management 2/2024	25449		608.30
100-1815-7821	THE TECHNOLOGY DEPOT INC	Annual Hardware Support 1/01/2024 - 12/31/2024	25209		3,095.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					4,751.00
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORMS INC	CSO J Rodriguez Uniforms	22580		368.80
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					368.80
Vendor: 4484 - U.S. BANK					
100-1005-7980	U.S. BANK	DashPass 12/5/2023 - 1/5/2024 (DoorDash)	12262023BV		9.99
100-1010-7610	U.S. BANK	Brian V/Staff/CC Mtg 12/6/23 (Hope Village Hotel)	12262023BV		283.14
100-1010-7610	U.S. BANK	Annette Juarez League Conf Hotel (Mission Bay)	12262023BV		639.00
100-1010-7612	U.S. BANK	Pssadena Star News Online Subscription	12262023BV		18.00
100-1010-7980	U.S. BANK	Hand Sanitizer (Amazon)	12262023BV		18.07
100-1010-7980	U.S. BANK	Terrane Williams Family Flowers (Nobee)	12262023BV		101.43
100-1010-7980	U.S. BANK	CC Reorganization Reception (Sweet Nothings)	12262023BV		89.70
100-1010-7980	U.S. BANK	Food Delivery 12/6/23 (DoorDash-Pizza Guys)	12262023BV		85.39
100-1010-7980	U.S. BANK	Phone Tripod (Amazon)	12262023BV		33.06
100-1010-7980	U.S. BANK	CC Reorganization Reception (InstaCart)	12262023BV		47.78
100-1010-7980	U.S. BANK	CC Reorganization Reception (Amazon)	12262023BV		34.81
100-1010-7980	U.S. BANK	CC Reorganization Reception (Costco)	12262023BV		62.39
100-1020-7712	U.S. BANK	Spotify Membership	12262023BV		16.99
100-1020-7716	U.S. BANK	Rt 66 Sign Dedication Ceremony (Crumbl Cookie)	12262023BV		54.62
100-1020-7716	U.S. BANK	Rt 66 Sign Dedication Ceremony (Smart& Final)	12262023BV		50.17
100-1405-7610	U.S. BANK	Employee Breakfast Green Peppers (Vons)	12262023CH		3.47
100-1405-7610	U.S. BANK	Employee Breakfast Coffee (Starbucks)	12262023CH		60.00
100-1405-7614	U.S. BANK	iPhone Screen Cover (Zagg)	12262023CH		10.00
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (TJMaxx)	12262023KP		414.05
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Costco)	12262023KP		339.46
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (OTC Brands)	12262023KP		192.86
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Smart&Final)	12262023KP		164.86
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Walmart)	12262023KP		67.89

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100-1020-7711	U.S. BANK	Service Award Pins 2023 (Brown Industries)	12262023KP		47.25
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (Amazon)	12262023KP		57.02
100-1020-7711	U.S. BANK	Annual Awards Celebration Supplies (OTC Brands)	12262023KP		51.74
100-1020-7711	U.S. BANK	Employee Holiday Breakfast Supplies (Walmart)	12262023KP		11.51
100-1020-7711	U.S. BANK	Employee Awards Invitations (Paperless Post)	12262023KP		58.00
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 12/4/23 - 1/3/24	12262023KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 12/4/23 - 1/3/24	12262023KP		7.75
100-1805-7610	U.S. BANK	Kristen P Municipal Institute Hotel (SDMissionBay)	12262023KP		712.15
100-1815-7632	U.S. BANK	Finance Webinar 12/7/23 - 1/6/24 (Zoom)	12262023KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 12/13/23-1/12/24	12262023KP		797.70
100-1205-7614	U.S. BANK	Office Supplies (Target)	12262023LB		5.28
100-1205-7615	U.S. BANK	CERT Holiday Dinner Awards (Target)	12262023LB		127.42
100-1205-7615	U.S. BANK	CERT Presentation Monitor (Amazon)	12262023LB		1,319.68
100-1205-7615	U.S. BANK	EOC Laptop (Best Buy)	12262023LB		587.94
100-1205-7615	U.S. BANK	EOC Operations Food 12/23/23 Storm (Max's)	12262023LB		136.90
100-1205-7615	U.S. BANK	CERT Holiday Dinner Supplies (Target)	12262023LB		80.00
100-1205-7615	U.S. BANK	CERT Holiday Dinner Supplies (Target)	12262023LB		50.58
100-1205-7779	U.S. BANK	A-Team TC Craft Event Supplies (Target.com)	12262023LB		27.66
100-1205-7779	U.S. BANK	Misc Credit (Target)	12262023LB		-0.10
100-1205-7779	U.S. BANK	Youth Trip LA Zoo Lights 12/8/23 (GreaterLAZoo)	12262023LB		672.00
100-1205-7779	U.S. BANK	Run Club Water (Grocery Outlet)	12262023LB		5.19
100-1205-7779	U.S. BANK	A-Team TC Event Raffle Winner Gift (Walmart.com)	12262023LB		329.65
100-1205-7779	U.S. BANK	DART Event Food 12/22/23 (Raising Cane's)	12262023LB		191.56
100-1205-7779	U.S. BANK	Halloween Contest Winner Gift Card (Target)	12262023LB		20.00
100-1205-7779	U.S. BANK	Nat Brink Winner 2 Gift Card (Target)	12262023LB		20.00
100-1205-7779	U.S. BANK	DART Meeting Supplie...	12262023LB		119.79
100-1205-7779	U.S. BANK	Youth Event Lunch 12/2/23 (Raising Cane's)	12262023LB		195.02
100-1205-7779	U.S. BANK	Run Club Dinner 12/5/23 (Tropicana Mkt)	12262023LB		81.51
100-1205-7779	U.S. BANK	Halloween Pumpkin Contest Gift Card (Target)	12262023LB		20.00
100-1205-7779	U.S. BANK	Youth Dinner 12/19/23 (Blaze Pizza)	12262023LB		68.92
100-1205-7779	U.S. BANK	A-Team TC Event Supplies (Target.com)	12262023LB		60.23
100-1205-7779	U.S. BANK	Youth Event Dinner 12/8/23 (Little Caesars)	12262023LB		57.05
100-1205-7779	U.S. BANK	Youth Lunch 12/11/23 (Wingstop)	12262023LB		37.46
100-1205-7779	U.S. BANK	Youth Movie Day 12/19/23 (Look Cinema)	12262023LB		109.85

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	Stuff A Patrol Car Decorations (Amazon)	12262023LB		39.67
100-1205-7980	U.S. BANK	Arrest of the Month Gift Card (Target)	12262023LB		25.00
100-1020-7711	U.S. BANK	Staff Breakfast Supplies (Vons)	12262023ME		77.61
100-1020-7716	U.S. BANK	Holiday in the Park Chain (Amazon)	12262023ME		86.75
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Tropicana Mkt)	12262023ME		68.28
100-1020-7716	U.S. BANK	Holiday in the Park Restrooms (Eagle Portables)	12262023ME		753.81
100-1020-7716	U.S. BANK	Home Decorating Contest Judge GiftCards (Michaels)	12262023ME		60.00
100-1020-7716	U.S. BANK	Gingerbread Step & Repeat (Natures Cleaners)	12262023ME		30.00
100-1020-7716	U.S. BANK	Santa Coming to Town Vehicle Weaths (Michaels)	12262023ME		51.67
100-1020-7716	U.S. BANK	Holiday in the Park Council Gift Items (Michaels)	12262023ME		94.49
100-1020-7716	U.S. BANK	Holiday in the Park Decorations (JoAnns)	12262023ME		29.33
100-1020-7716	U.S. BANK	Special Event Wristbands (Amazon)	12262023ME		23.14
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Tropicana Mkt)	12262023ME		41.27
100-1020-7716	U.S. BANK	Tree Lighting Cups/Napkins (Amazon)	12262023ME		104.49
100-1020-7716	U.S. BANK	Tree Lighting Coffe...	12262023ME		120.00
100-1020-7716	U.S. BANK	Santa Coming to Town Staff Food (Dominos)	12262023ME		126.25
100-1020-7716	U.S. BANK	Holiday in the Park Staff Food (Dominos)	12262023ME		184.64
100-1020-7716	U.S. BANK	Santa Coming Snow Machine Hose (Fog It Up)	12262023ME		415.62
100-1020-7716	U.S. BANK	Santa Coming to Town Car Rental (Rt 66 Rent a Car)	12262023ME		455.96
100-1020-7716	U.S. BANK	Santa Coming to Duarte Snow Fluid (Fog It Up)	12262023ME		461.06
100-1020-7716	U.S. BANK	Santa Coming to Town Socks/Bags (Amazon)	12262023ME		631.77
100-1020-7716	U.S. BANK	Santa Coming to Town Tracker (LiveViewGPS)	12262023ME		36.95
100-1020-7716	U.S. BANK	Holiday in the Park Council Gifts (Papersource)	12262023ME		94.54
100-1020-7980	U.S. BANK	Awards Recognition Flower Vases (BBG The Orchid)	12262023ME		52.01
100-1605-7610	U.S. BANK	Holiday Cheer Raffle Prizes (Target)	12262023ME		136.39
100-1605-7610	U.S. BANK	Holiday Cheer Raffle Prizes (HomeGoods)	12262023ME		27.54
100-1605-7612	U.S. BANK	Sang Gabriel Valley Tribune Online Subscription	12262023ME		3.00
100-1605-7614	U.S. BANK	Foldable Cart (Amazon)	12262023ME		60.86
100-1605-7614	U.S. BANK	Pens/Command Tap...	12262023ME		28.44
100-1605-7614	U.S. BANK	Jeff/Facility Maintenance Calendar (Amazon)	12262023ME		10.65
100-1605-7614	U.S. BANK	Font-Havana (You Work for Them)	12262023ME		14.00
100-1605-7614	U.S. BANK	Kelly Barnes Office Calendars	12262023ME		35.84
100-1605-7614	U.S. BANK	Ornament Storage Box (Amazon)	12262023ME		26.45
100-1605-7614	U.S. BANK	Command Strips (Amazon)	12262023ME		18.58
100-1605-7691	U.S. BANK	Return-Mtg Stationary Supplies (HomeGoods)	12262023ME		-15.40

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100-1605-7730	U.S. BANK	Chinese New Year Costume (JoyMascot-PayPal)	12262023ME		269.00
100-1605-7730	U.S. BANK	Home Decorating Contest Winner Cookies (CarolMoss)	12262023ME		245.00
100-1605-7730	U.S. BANK	Lunar New Year Event Yellow Ribbon (Amazon)	12262023ME		45.05
100-1605-7730	U.S. BANK	Lunar New Year Event Tags (Amazon)	12262023ME		53.49
100-1605-7730	U.S. BANK	Breakfast with Santa Craft Supplies (Amazon)	12262023ME		80.63
100-1605-7733	U.S. BANK	SC Silver Strings Event Treats (Portos Bakery)	12262023ME		96.40
100-1605-7733	U.S. BANK	SC Holiday Magic Supplies/Raffle Items (Walmart)	12262023ME		236.20
100-1605-7733	U.S. BANK	SC Holiday Magic Gingerbread Houses (Amazon)	12262023ME		248.00
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Supplies (Home Depot)	12262023ME		88.09
100-1605-7733	U.S. BANK	SC Holiday Napkins (Dollar Tree)	12262023ME		11.13
100-1605-7733	U.S. BANK	SC Holiday of Magic Raffle Prize (Smart & Final)	12262023ME		25.00
100-1605-7733	U.S. BANK	SC Holiday Magic Supplies (Smart & Final)	12262023ME		137.24
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Staff Coffee (Starbucks)	12262023ME		30.00
100-1605-7733	U.S. BANK	SC Week of Holiday Magic Supplies (Walmart)	12262023ME		58.25
100-1605-7733	U.S. BANK	SC Silver Strings Events Treats (Merengue)	12262023ME		46.31
100-1605-7735	U.S. BANK	TC Football Fan Night (Wing Stop)	12262023ME		354.64
100-1605-7735	U.S. BANK	TC Winter Holiday Festival Hats/Supplies (Amazon)	12262023ME		28.63
100-1605-7735	U.S. BANK	CHYLL Meeting Dinner (Olive Garden)	12262023ME		222.20
100-1605-7735	U.S. BANK	TC Holiday Event Supplies (Amazon)	12262023ME		123.68
100-1605-7735	U.S. BANK	TC Footbsll Fan Night (Little Caesars)	12262023ME		125.55
100-1605-7735	U.S. BANK	TC Duarte Dance Performace Shirts (Amazon)	12262023ME		262.22
100-1605-7739	U.S. BANK	Holiday Advertising (Facebook)	12262023ME		61.51
100-1605-7980	U.S. BANK	Misc Target Credit	12262023ME		-0.20
100-1605-7980	U.S. BANK	PT Staff Appreciation Food (La Patrona)	12262023ME		792.32
100-1605-7980	U.S. BANK	PT Staff Appreciation Games Supplies (Target)	12262023ME		158.60
100-1605-7980	U.S. BANK	PT Staff Recognition Dessert (Sprinkles)	12262023ME		142.50
100-1605-7980	U.S. BANK	PT Staff Appreciation Gift Cards (Starbucks)	12262023ME		50.00
100-1605-7980	U.S. BANK	PT Holiday Celebration (Winner Party)	12262023ME		55.42
100-1605-7980	U.S. BANK	PT Staff Appreciation Gift Cards (Home Depot)	12262023ME		120.00
100-1605-7980	U.S. BANK	Speaker Reader (Best Buy)	12262023ME		65.02
100-1610-7618	U.S. BANK	Return-Podium (Amazon)	12262023ME		-284.58
100-1610-7618	U.S. BANK	Building Maintenance Supplies (Smart & Final)	12262023ME		58.76
100-1610-7618	U.S. BANK	Council Coffee Make...	12262023ME		77.16
100-1610-7618	U.S. BANK	Holiday Tree Decor (Michaels)	12262023ME		39.68

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100-1610-7618	U.S. BANK	SC Coffee Supplies (Smart & Final)	12262023ME		25.98
100-1610-7618	U.S. BANK	SC Coffee Supplies (Smart & Final)	12262023ME		108.26
100-1610-7618	U.S. BANK	SC Sugar for Coffee (Smart & Final)	12262023ME		13.66
100-1610-7618	U.S. BANK	Caution Tape (Home Depot)	12262023ME		24.19
100-1810-7611	U.S. BANK	12/19/23 CPR Drinks (Target)	12262023ME		22.13
100-1810-7611	U.S. BANK	12/19/23 CPR Lunch (Subway)	12262023ME		159.80
100-1810-7611	U.S. BANK	12/18/23 CPR Participants Bagels/Coffee (Einstein)	12262023ME		35.16
100-1810-7611	U.S. BANK	12/19/23 CPR Orange Juice (Ralphs)	12262023ME		11.98
100-1810-7611	U.S. BANK	12/18/23 CPR Participants Lunch (The Habit Burger)	12262023ME		147.96
Vendor 4484 - U.S. BANK Total:					18,034.26
Vendor: 1304 - US BANK					
100-1825-7782	US BANK	1999 TAB Trustee Fees 12/1/23 - 11/30/24	7170659		1,490.00
Vendor 1304 - US BANK Total:					1,490.00
Vendor: 6113 - WARDS SERVICE					
100-1405-7650	WARDS SERVICE	Vehicle 19 Smog Test	93811		69.99
100-1610-7650	WARDS SERVICE	Vehicle 21 Smog Test	93833		69.99
Vendor 6113 - WARDS SERVICE Total:					139.98
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Mosquito/Rodent Control Srvcs 12/2023	347030C		784.01
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					784.01
Fund 100 - GENERAL FUND Total:					162,467.86
Fund: 220 - GAS TAX FUN					
Vendor: 5873 - ELIE FARAH INC					
220-2225-8100	ELIE FARAH INC	FY24 Street Rehab Project Design 102/28/23-1/3/24	1-DUA23-21	202407/220-2225-8100-Other...	27,455.00
Vendor 5873 - ELIE FARAH INC Total:					27,455.00
Vendor: 6566 - HIGHLAND INDUSTRIAL CENTER LLC					
220-2205-8100	HIGHLAND INDUSTRIAL CENT...	Acquisition of Easement (1801 Highland Ave)	12122023	202106-2205-8100-Highland P...	55,500.00
Vendor 6566 - HIGHLAND INDUSTRIAL CENTER LLC Total:					55,500.00
Fund 220 - GAS TAX FUN Total:					82,955.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2410-7662	HOME DEPOT CREDIT SERVICES	Plant Replacement	6743012		49.50
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					49.50
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7896	WEST COAST ARBORISTS INC	Thorsen Park Tree Planting	209040		369.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					369.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					418.50
Fund: 270 - PAEG - PUBLIC ACCESS					
Vendor: 4484 - U.S. BANK					
270-2705-8100	U.S. BANK	PEG Channel Remote Access (RemotePC)	12262023KP		74.62
Vendor 4484 - U.S. BANK Total:					74.62
Vendor: 6567 - WESTERN A/V					
270-2705-8100	WESTERN A/V	Video Conference Bar in Cmty Ctr	19813		3,127.62
Vendor 6567 - WESTERN A/V Total:					3,127.62
Fund 270 - PAEG - PUBLIC ACCESS Total:					3,202.24

Council Warrant Register By Vendor

Payment Dates: 1/11/2024 - 1/24/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Duarte Park Revitalization Design Srvcs 11/2023	0084285	202213-Capial Exp-Duarte Par...	12,272.50
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					12,272.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					12,272.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 11/2023	2400940		57.09
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 10/2023	2400951		203.59
Vendor 0903 - CITY OF MONROVIA Total:					260.68
Fund 440 - PROPOSITION A TRANSIT FUND Total:					260.68
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
460-4605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Car Washes 12/2023	6688		12.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					12.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					12.00
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
Vendor: 6175 - HARRIS & ASSOCIATES					
681-6815-7965	HARRIS & ASSOCIATES	FY23 Sb341 Report 11/26/23 - 12/31/23	60857		1,011.00
Vendor 6175 - HARRIS & ASSOCIATES Total:					1,011.00
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					1,011.00
Grand Total:					262,599.78

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	162,467.86
220 - GAS TAX FUN	82,955.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	418.50
270 - PAEG - PUBLIC ACCESS	3,202.24
400 - PARK DEVELOPMENT GRANT FUND	12,272.50
440 - PROPOSITION A TRANSIT FUND	260.68
460 - PROPOSITION C TRANSIT FUND	12.00
681 - Former RDA Low-Mod Income Housing Asset Fund	1,011.00
Grand Total:	262,599.78

Account Summary

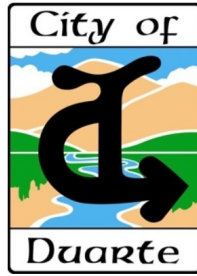
Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	110.00
100-1005-7644	Travel & Exp - Schulz	110.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	1,237.98
100-1010-7612	Publications and Dues	258.00
100-1010-7980	Other Expenses	802.35
100-1015-7686	Other Legal Services	711.49
100-1020-7711	Employee Recognition C...	1,887.13
100-1020-7712	Community Information ...	16.99
100-1020-7716	Special Community Even...	10,437.80
100-1020-7724	Post Office Parking	2,305.50
100-1020-7980	Other Expenses	52.01
100-1025-7699	League Of Calif Cities	9,720.00
100-1205-7612	Publications and Dues	480.00
100-1205-7614	Office Supplies	466.90
100-1205-7615	Emergency Supplies	2,362.52
100-1205-7636	Uniforms	368.80
100-1205-7650	Vehicle Maintenance	3,449.86
100-1205-7779	Youth Programs	2,053.50
100-1205-7781	Contract Law Enforceme...	13,907.13
100-1205-7980	Other Expenses	86.28
100-1405-7610	Travel, Mtgs & Conf	73.47
100-1405-7614	Office Supplies	97.77
100-1405-7650	Vehicle Maintenance	392.89
100-1405-7800	Building Department Ser...	957.40
100-1405-7965	Professional Services	6,954.80
100-1405-8100	Other Capital Improvem...	34,924.00
100-1410-7650	Vehicle Maintenance	2,725.23
100-1410-7656	Emergency Generator	160.00
100-1410-8030	Other Equipment (Capita...	3,028.24
100-1500	Advances	2,031.52
100-1605-7610	Travel, Mtgs & Conf	163.93
100-1605-7612	Publications and Dues	148.00
100-1605-7614	Office Supplies	252.68
100-1605-7636	Uniforms	8.54
100-1605-7650	Vehicle Maintenance	589.11
100-1605-7691	Parks & Rec Commission	-15.40
100-1605-7730	Special Events	3,035.06
100-1605-7733	Senior Center	1,677.01
100-1605-7735	Teen Center	1,461.20
100-1605-7736	Youth & Adult Recreatio...	120.00
100-1605-7739	Publicity	132.07
100-1605-7756	Senior Recreation Classes	630.00
100-1605-7980	Other Expenses	1,383.66
100-1610-7618	Building Supplies	661.48

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7636	Uniforms	62.75
100-1610-7650	Vehicle Maintenance	2,075.80
100-1610-7652	Building Maint Services	2,767.32
100-1805-7610	Travel, Mtgs & Conf	712.15
100-1805-7612	Publications and Dues	240.00
100-1805-7965	Professional Services	2,224.91
100-1805-7980	Other Expenses	49.25
100-1810-7611	Training	377.03
100-1810-7660	Other Services	75.00
100-1815-7632	Software	4,374.07
100-1815-7821	Network & Internet Serv...	4,286.80
100-1815-7830	Telephone Services	2,131.72
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	1,453.80
100-1815-8011	Computer Equipment (C...	4,206.31
100-1825-7613	Duplications And Photos	975.71
100-1825-7626	Postage	3,017.10
100-1825-7630	Equipment Lease	2,418.23
100-1825-7631	Equipment Maintenance	529.76
100-1825-7782	Admin Support of Debt ...	1,490.00
100-1825-7980	Other Expenses	22.05
100-2012	Green Building Fees Pay...	110.00
100-2013	Strong Motions Fees Pay...	341.90
100-2120	Refundable Deposits	1,000.00
100-2122	Disability Access & Educ ...	119.40
100-2125	Metro Pass Through (TA...	195.00
100-4004	Business License Tax	76.50
100-4201	Building Permits	200.00
100-4408	Property Rental	2,001.51
100-4903	Business Lic Appl Fees	35.00
100-5004	Other Revenue	-28.10
220-2205-8100	Other Capital Improvem...	55,500.00
220-2225-8100	Other Capital Improvem...	27,455.00
240-2410-7662	Other Serv-Citywide	49.50
240-2410-7896	Tree Planting-Citywide	369.00
270-2705-8100	Other Capital Improvem...	3,202.24
400-4005-8041	Park Improvements (Cap...	12,272.50
440-4405-7650	Vehicle Maintenance	260.68
460-4605-7650	Vehicle Maintenance	12.00
681-6815-7965	Professional Services	1,011.00
Grand Total:		262,599.78

Project Account Summary

Project Account Key	Payment Amount
None	123,491.97
202106-2205-8100-Highland Promenade Measure M	55,500.00
202213-Capial Exp-Duarte Park Improvements	12,272.50
202317/1405-8100-Other Cap Improv-Route 66 Art	34,924.00
202407/220-2225-8100-Other Cap-FY24 St Rehab Proj	27,455.00
202416-Prof Svcs-Huntington Drive Median Landscape	6,954.80
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	262,599.78



ITEM: 7.E

Receive and File the Monthly Financial Update for the months of October 2023 and November 2023.

Recommended Action:

Attachments:

[7G - Monthly Financial Report for October 2023.pdf](#)

[7G - Monthly Financial Report for November 2023.pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended October 31, 2023
(33.3% of FY 2023-24 Completed)**

Contents

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Treasury Report

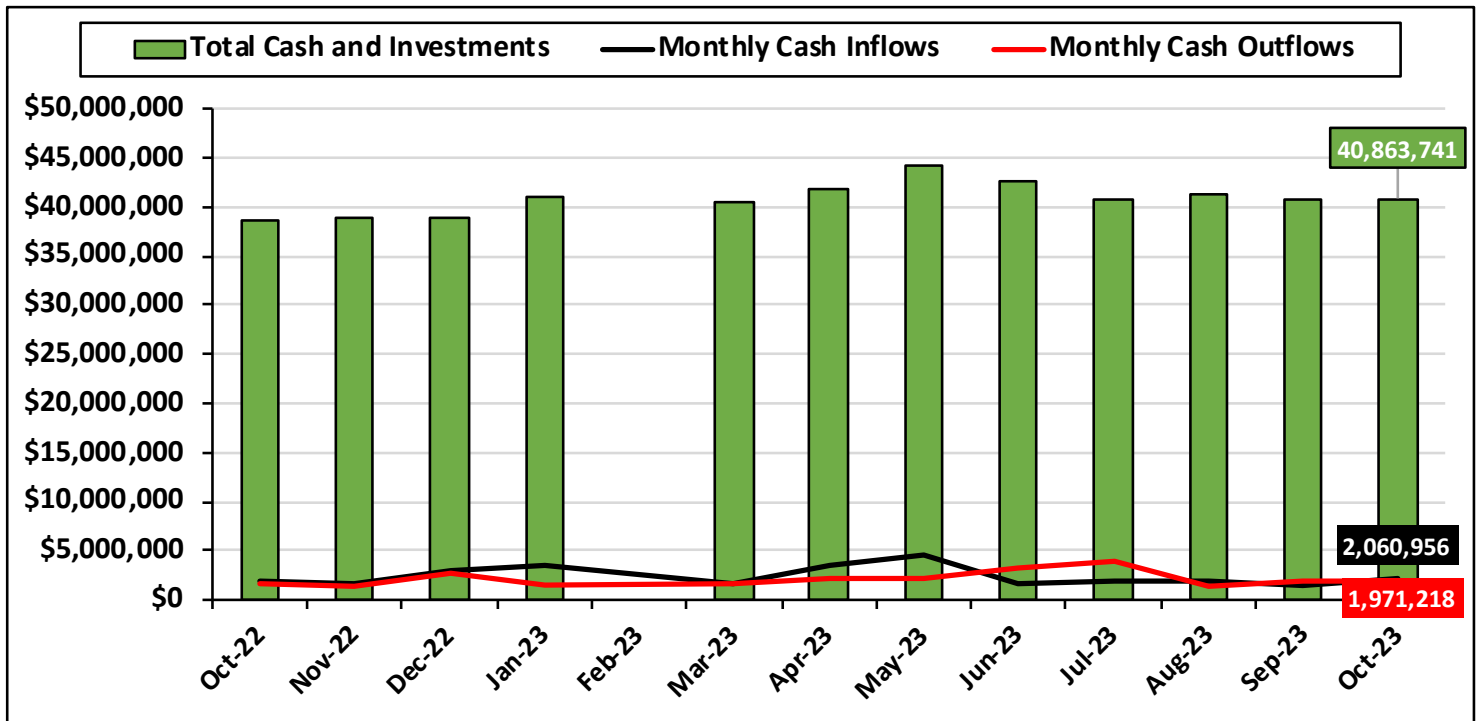
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

General Fund Revenue Dashboard	4-6
General Fund Expenditure Dashboard	7-11
Revenue, Expenditures, Transfers and Surplus/Deficit by Fund	12
Components of Fund Balance in the General Fund	13

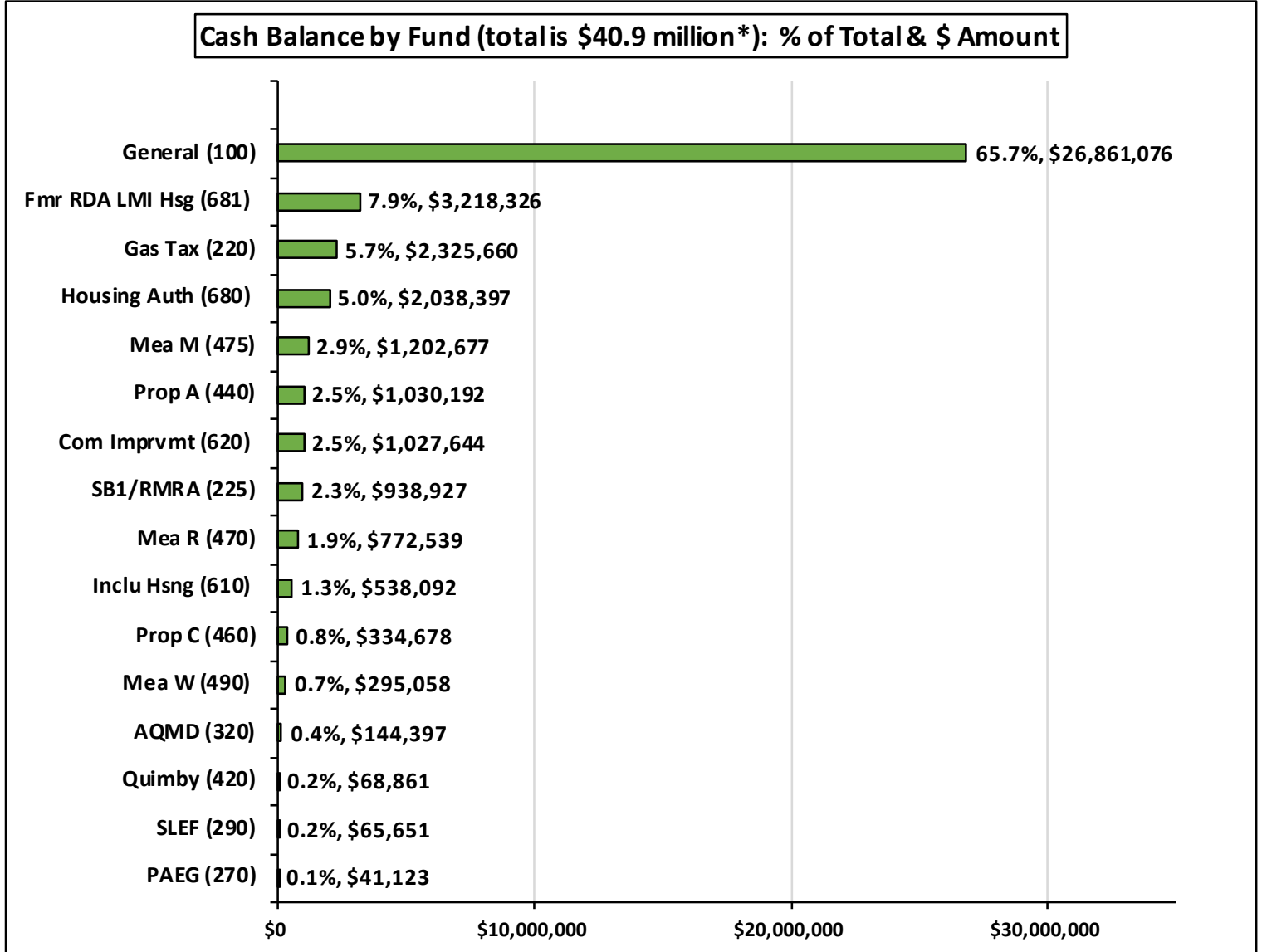
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended October 31, 2023

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (10/01/2023)	\$4,542,309	\$36,231,694	\$40,774,003
Cash Inflows			
Receipts	\$1,734,223	\$326,732	\$2,060,956
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$1,734,223	\$326,732	\$2,060,956
Cash Outflows			
Disbursements	\$1,971,218	\$0	\$1,971,218
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,971,218	\$0	\$1,971,218
Net Activity	(\$236,994)	\$326,732	\$89,738
Ending Balance (10/31/2023)	\$4,305,315	\$36,558,426	\$40,863,741



*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended October 31, 2023

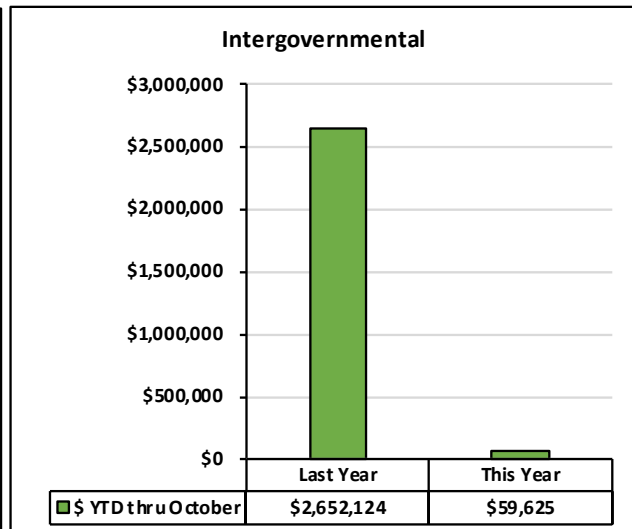
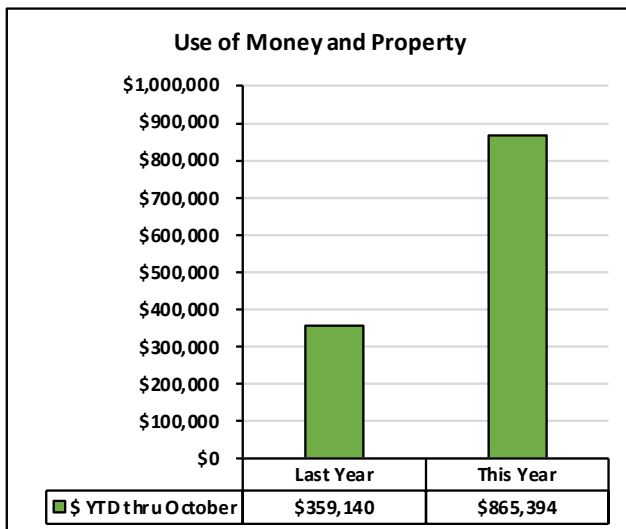
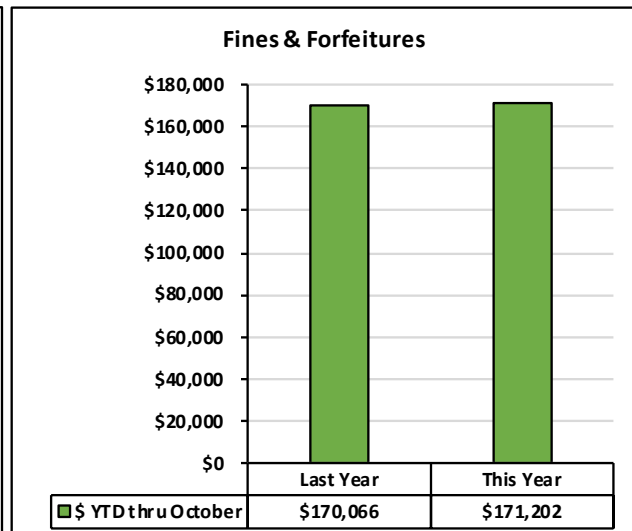
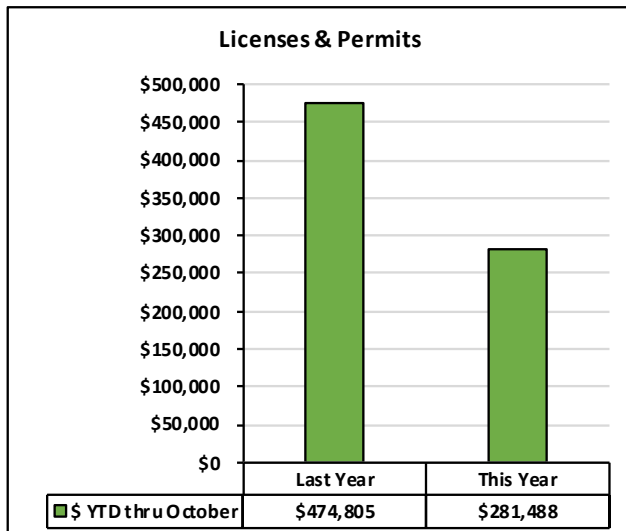
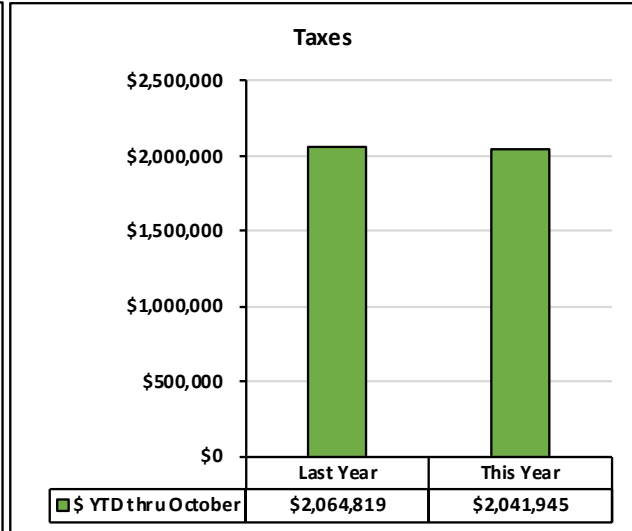
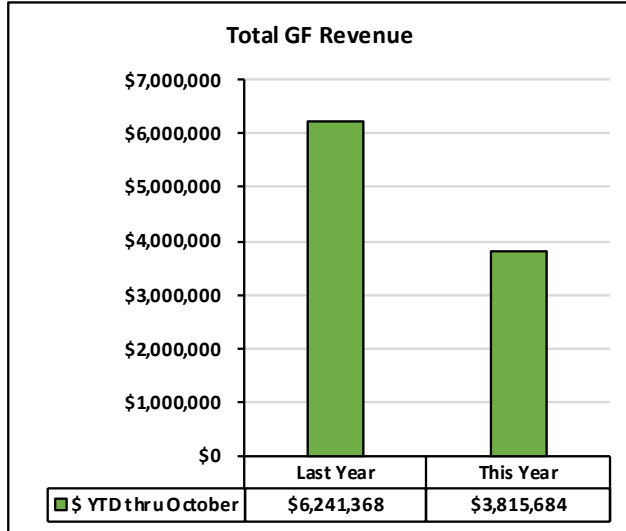


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to the City's bank account, the combined "Bank" and "LAIF" balances will rarely equal precisely the City's general ledger cash balance. The City performs a monthly "bank reconciliation" to reconcile these balances.

**Funds with zero or negative cash balances are not shown above. Those with negative balances are offset against the General Fund cash balance.

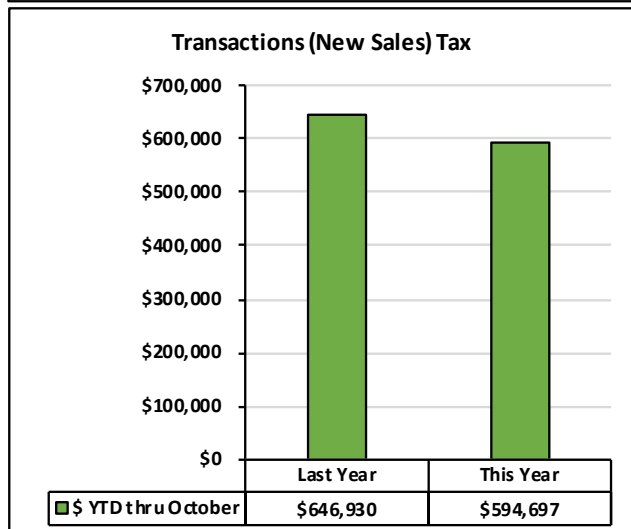
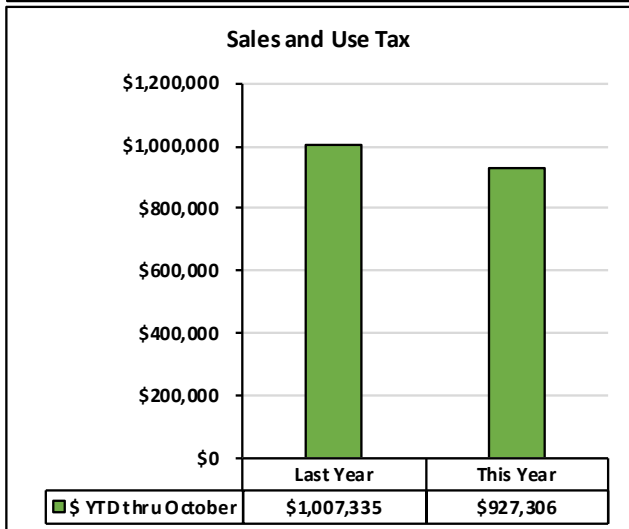
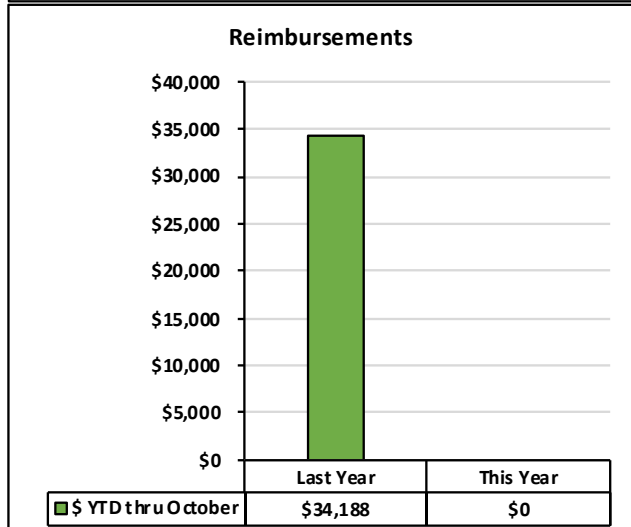
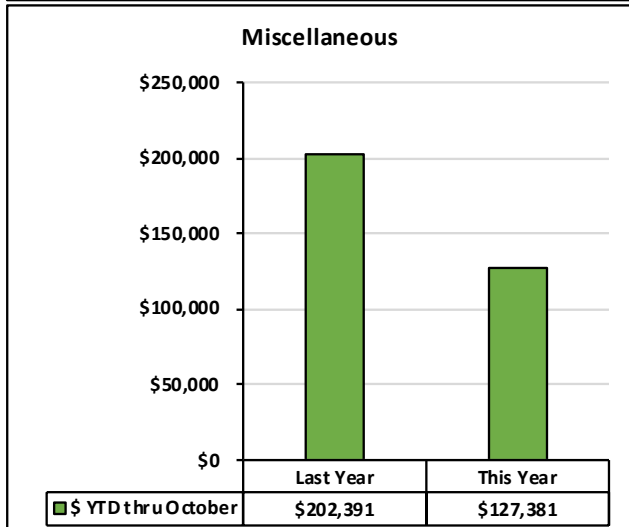
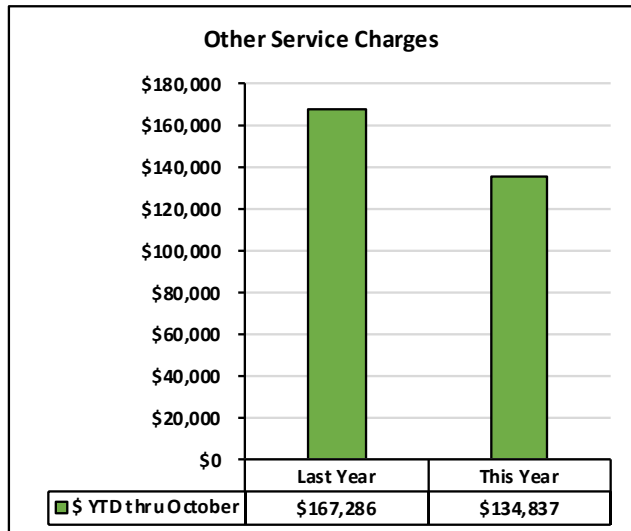
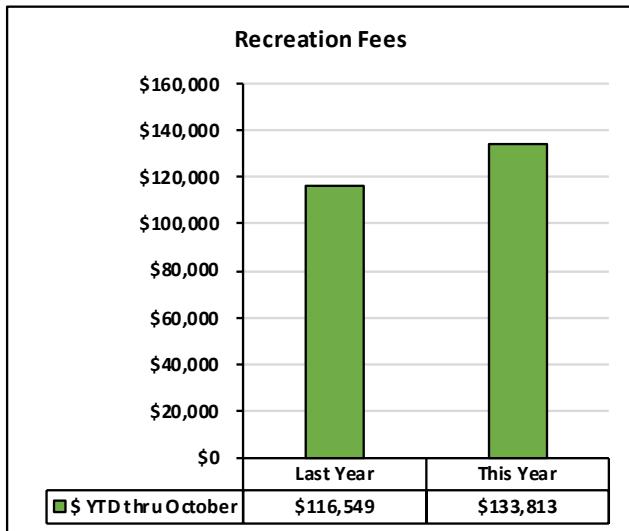
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through October versus Prior Year



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through October versus Prior Year



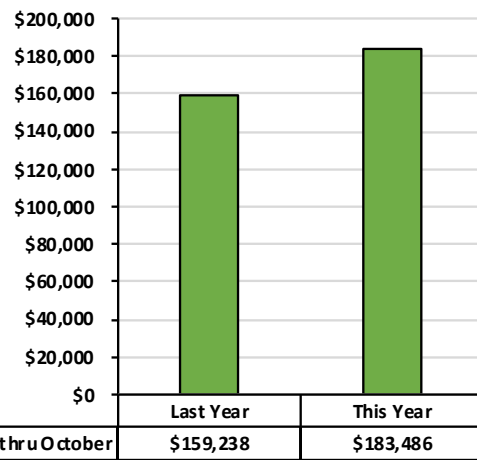
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through October versus Prior Year

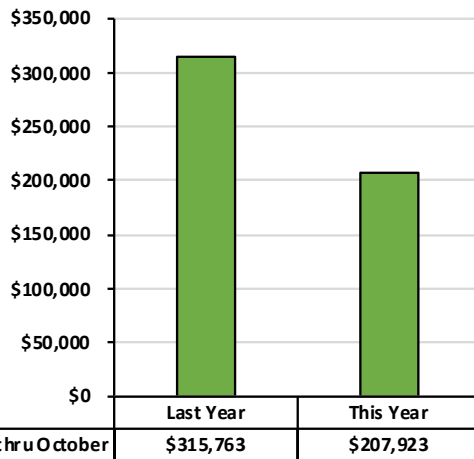
Property Tax



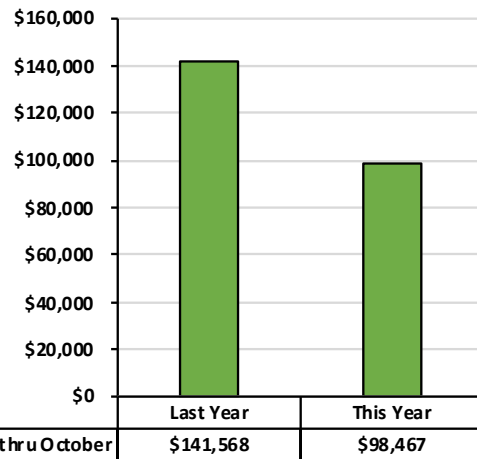
Franchise Tax



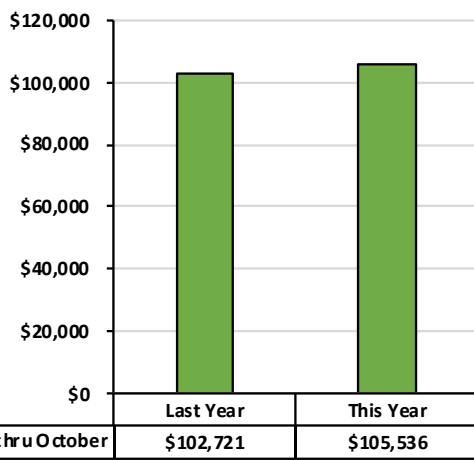
Building Permits



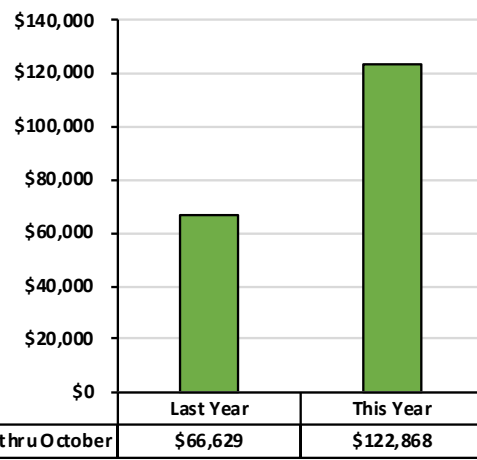
Plan Check Fees



Business License

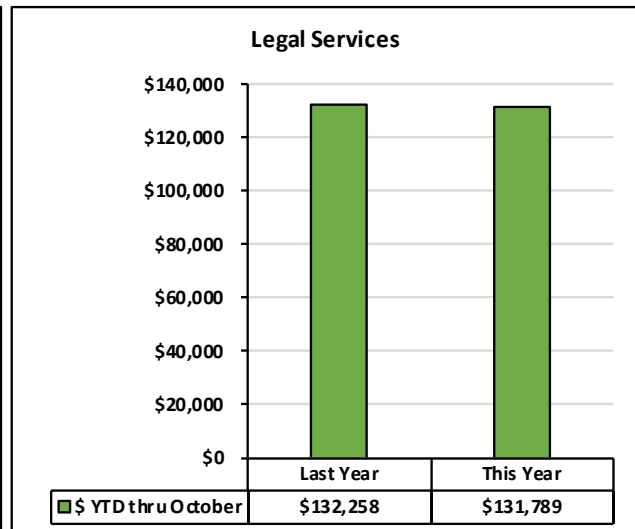
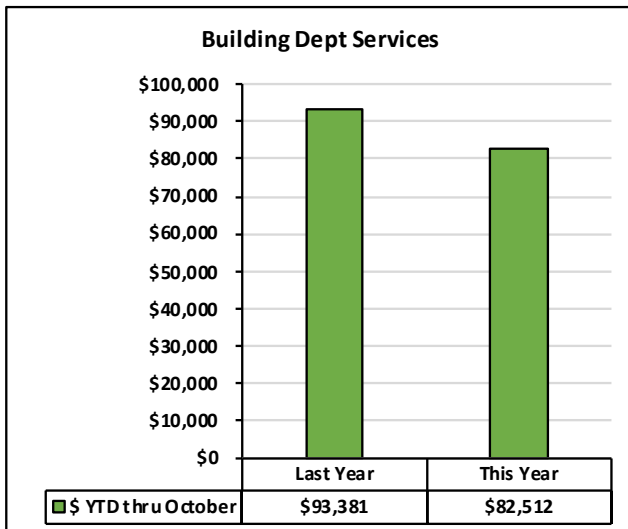
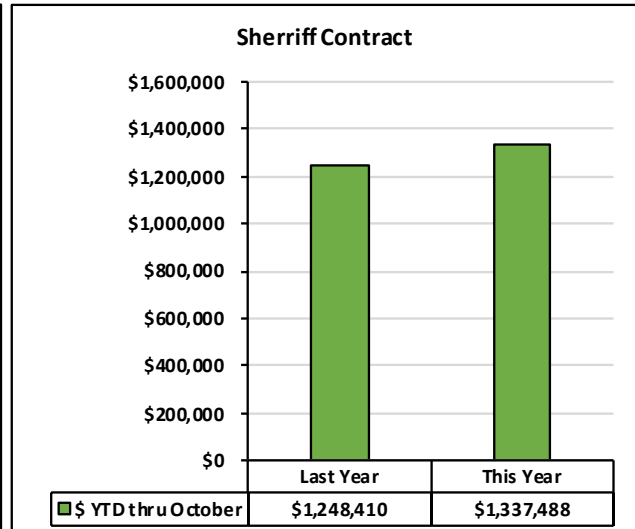
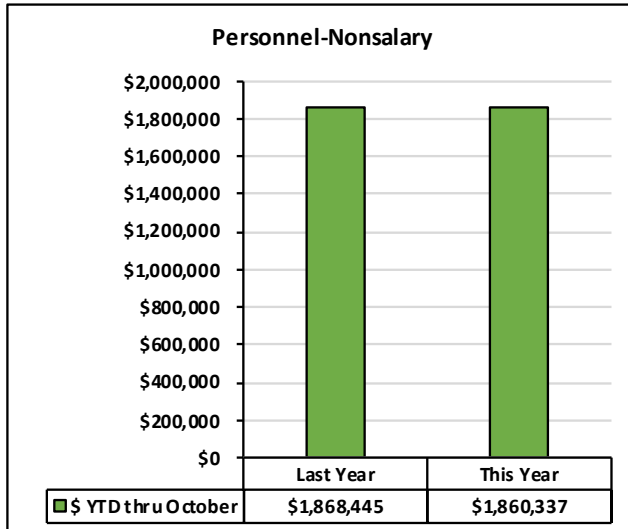
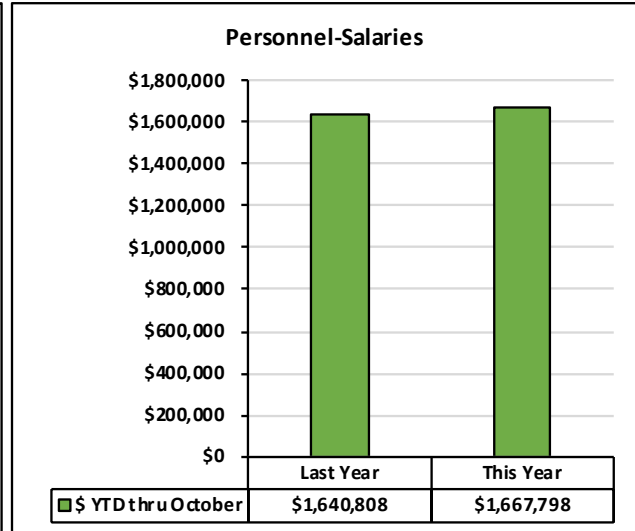
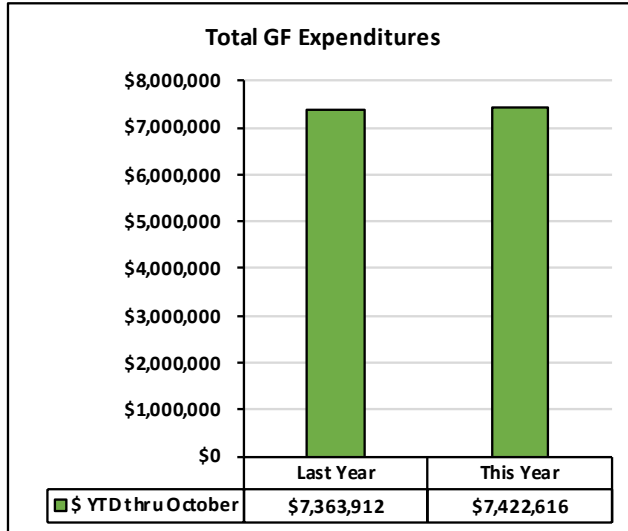


Transient Occupancy Tax



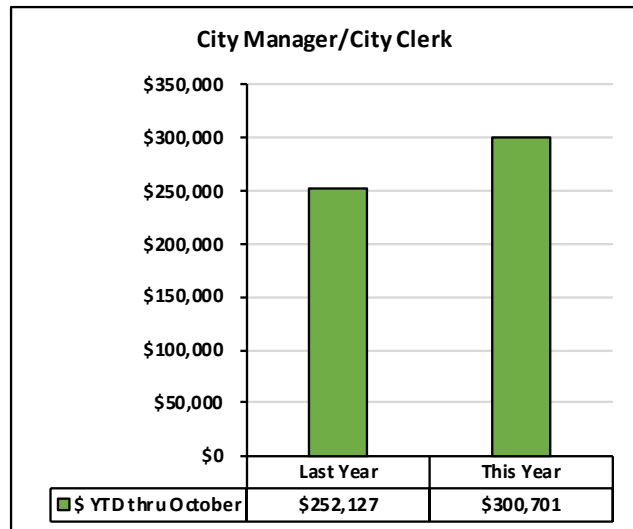
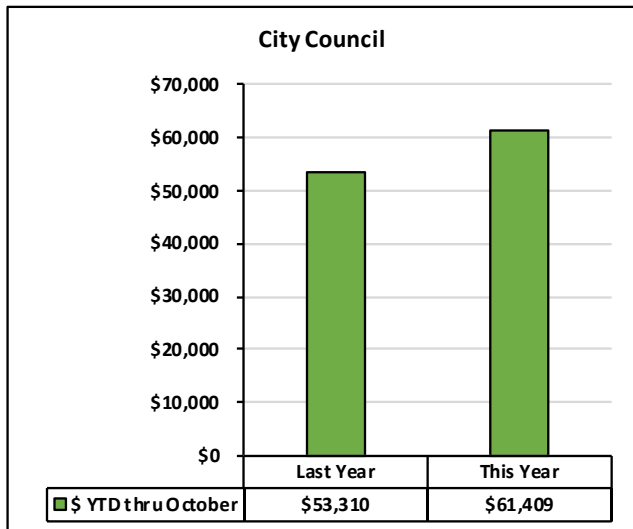
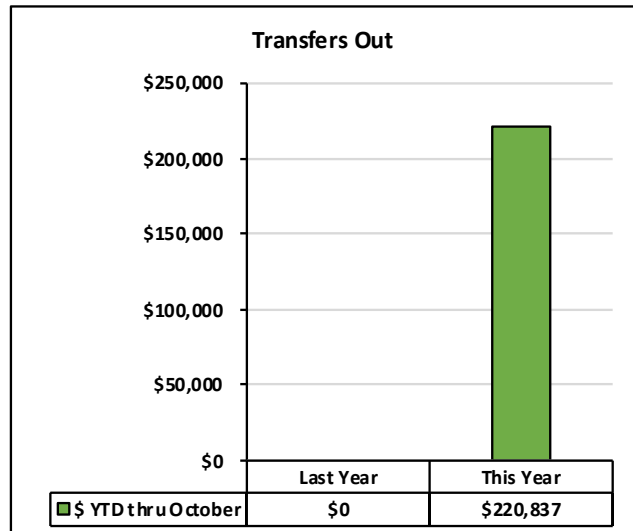
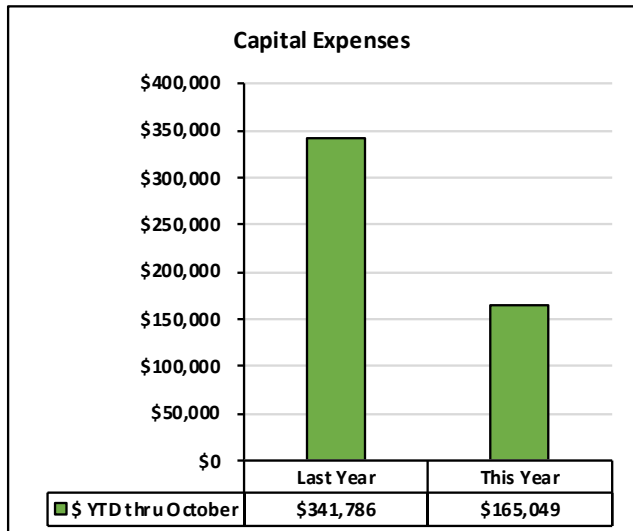
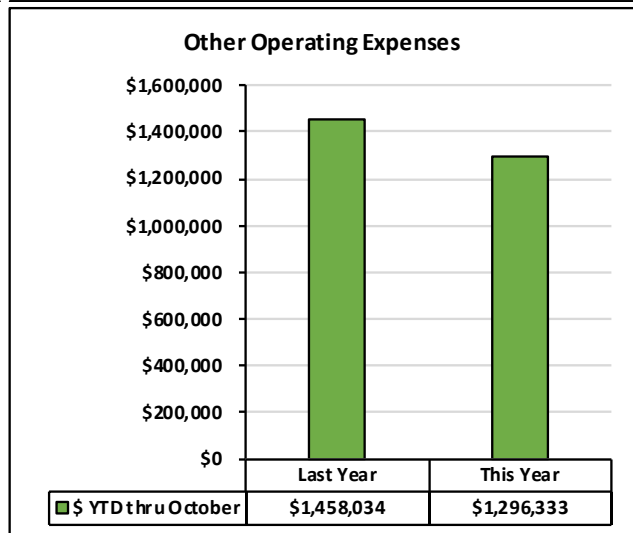
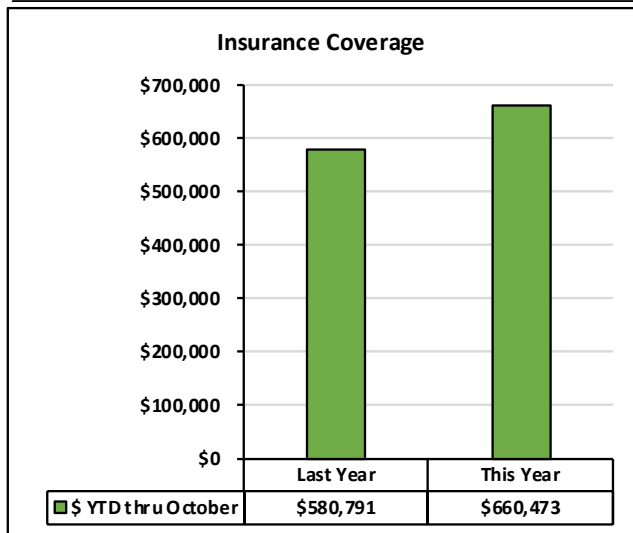
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through October versus Prior Year



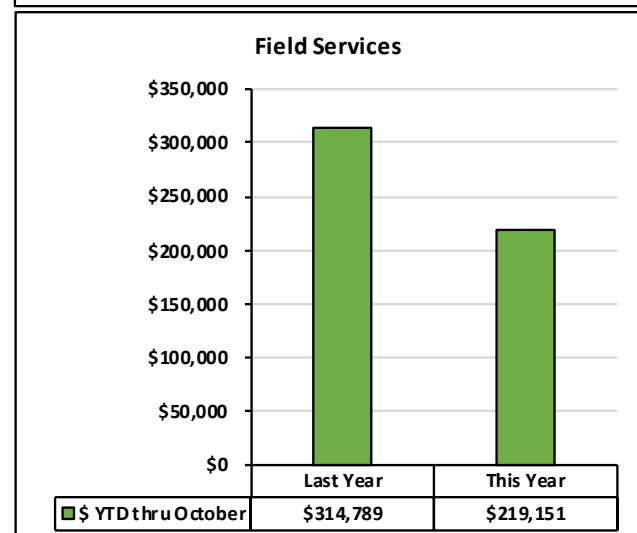
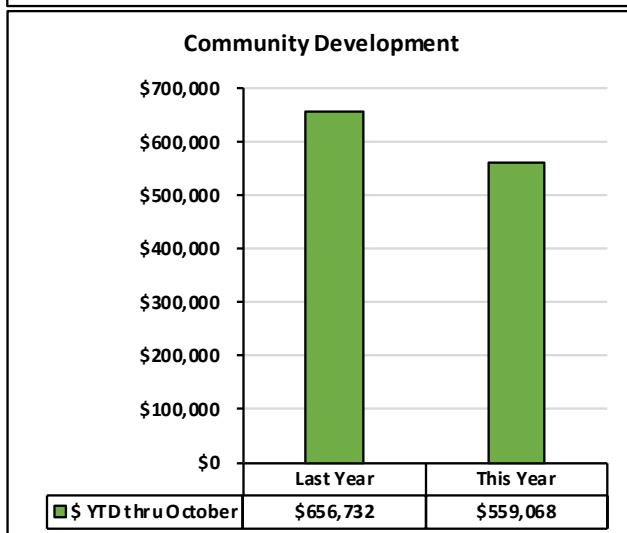
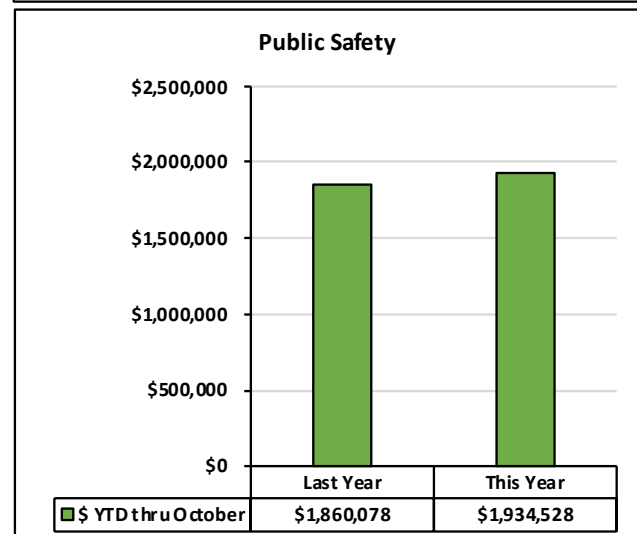
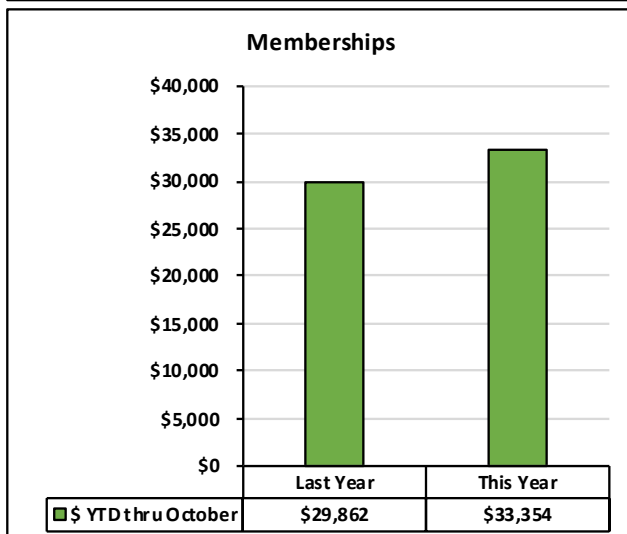
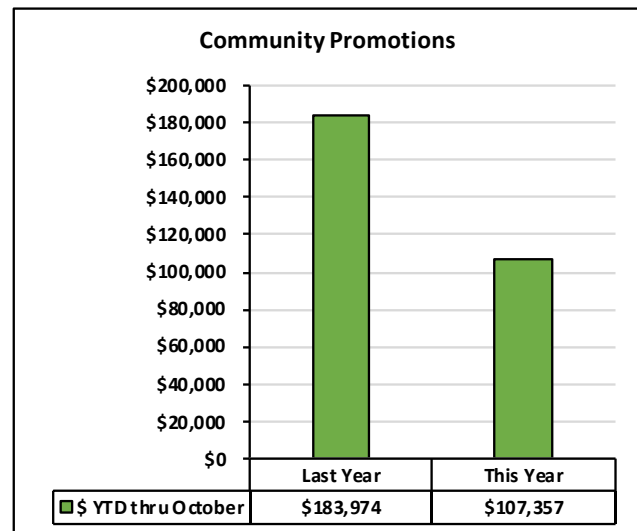
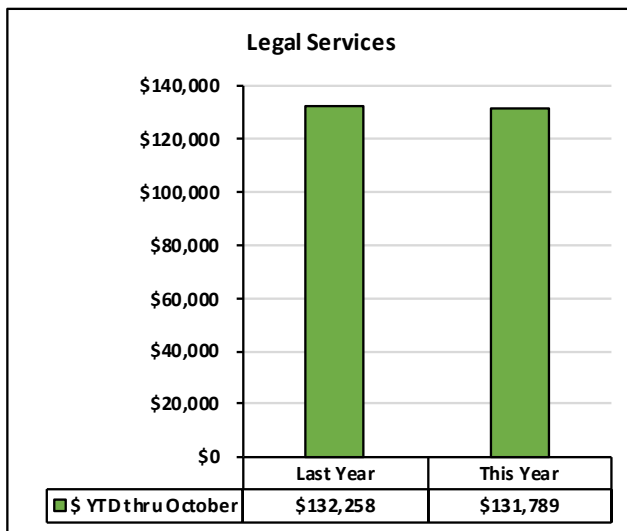
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through October versus Prior Year



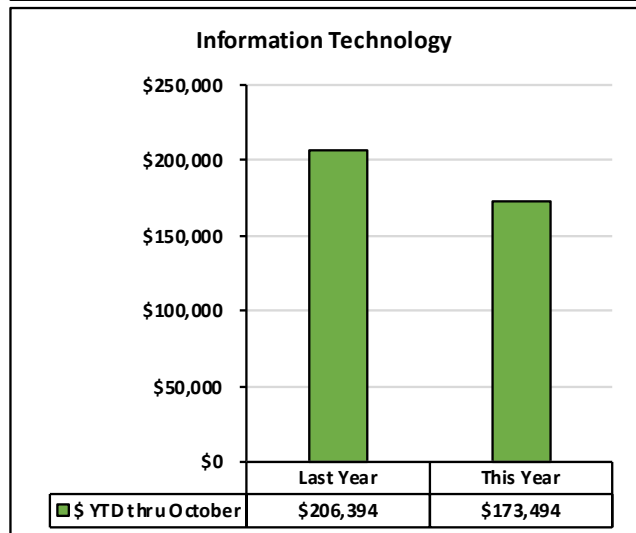
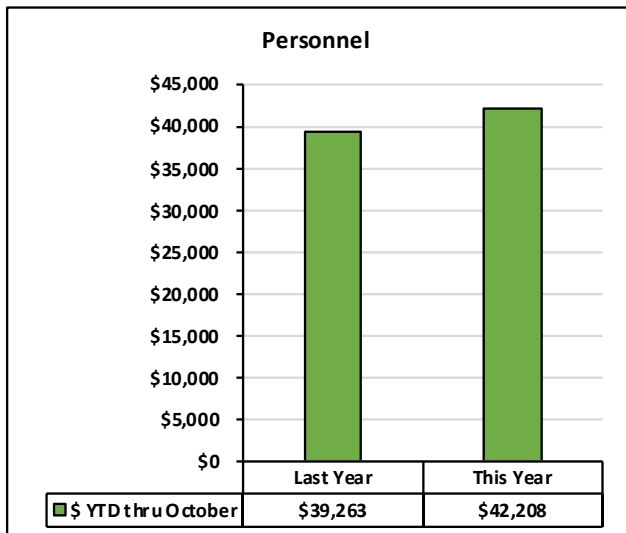
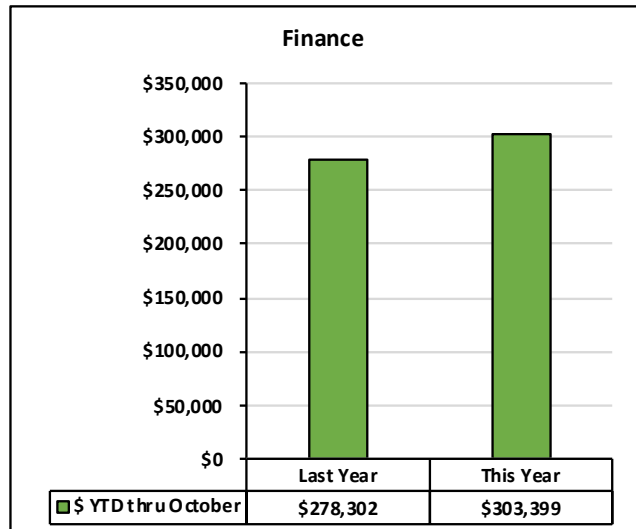
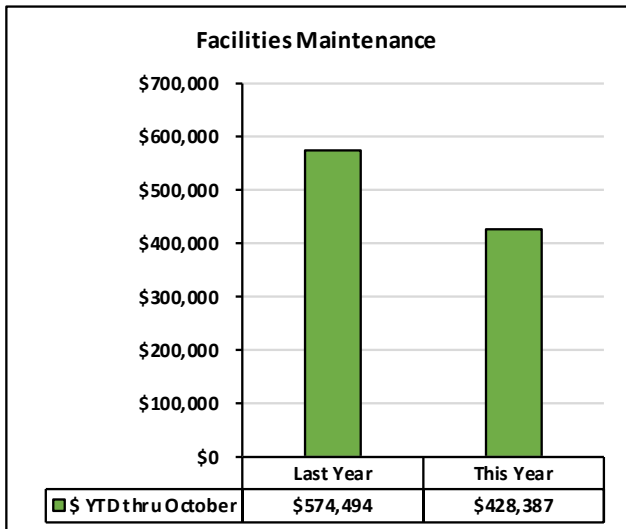
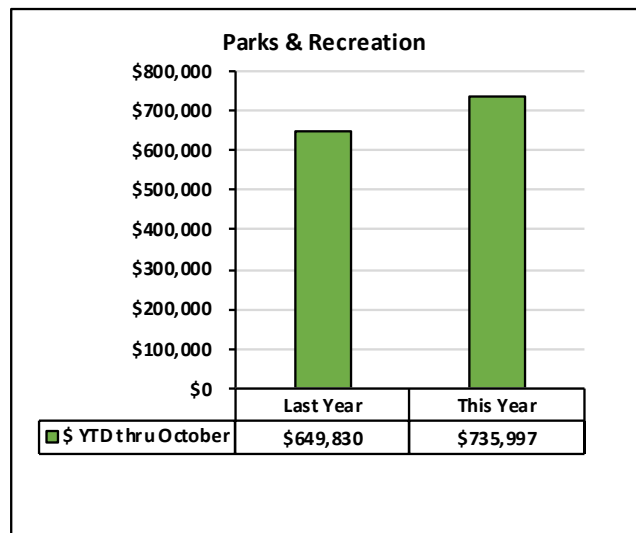
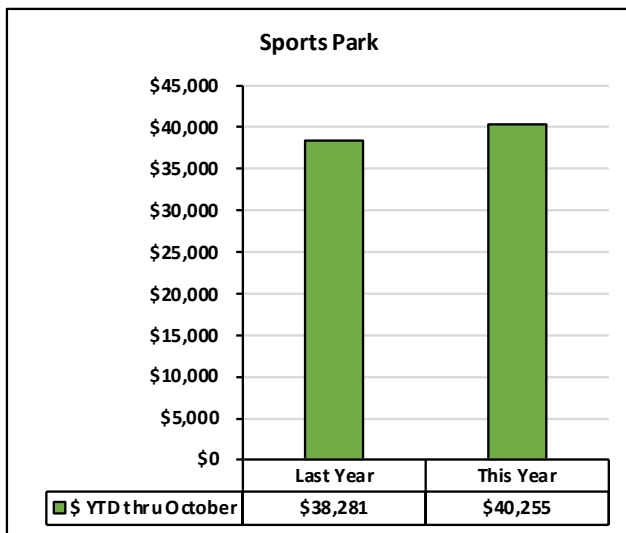
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through October versus Prior Year



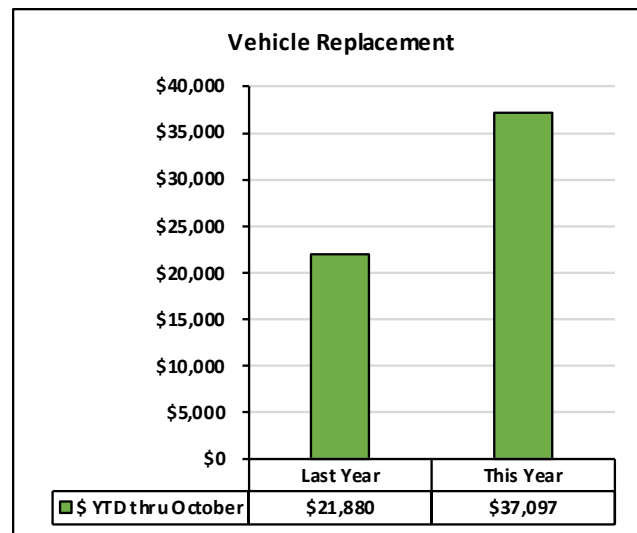
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through October versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division *FY 2023-24 Year-to-Date Through October versus Prior Year*

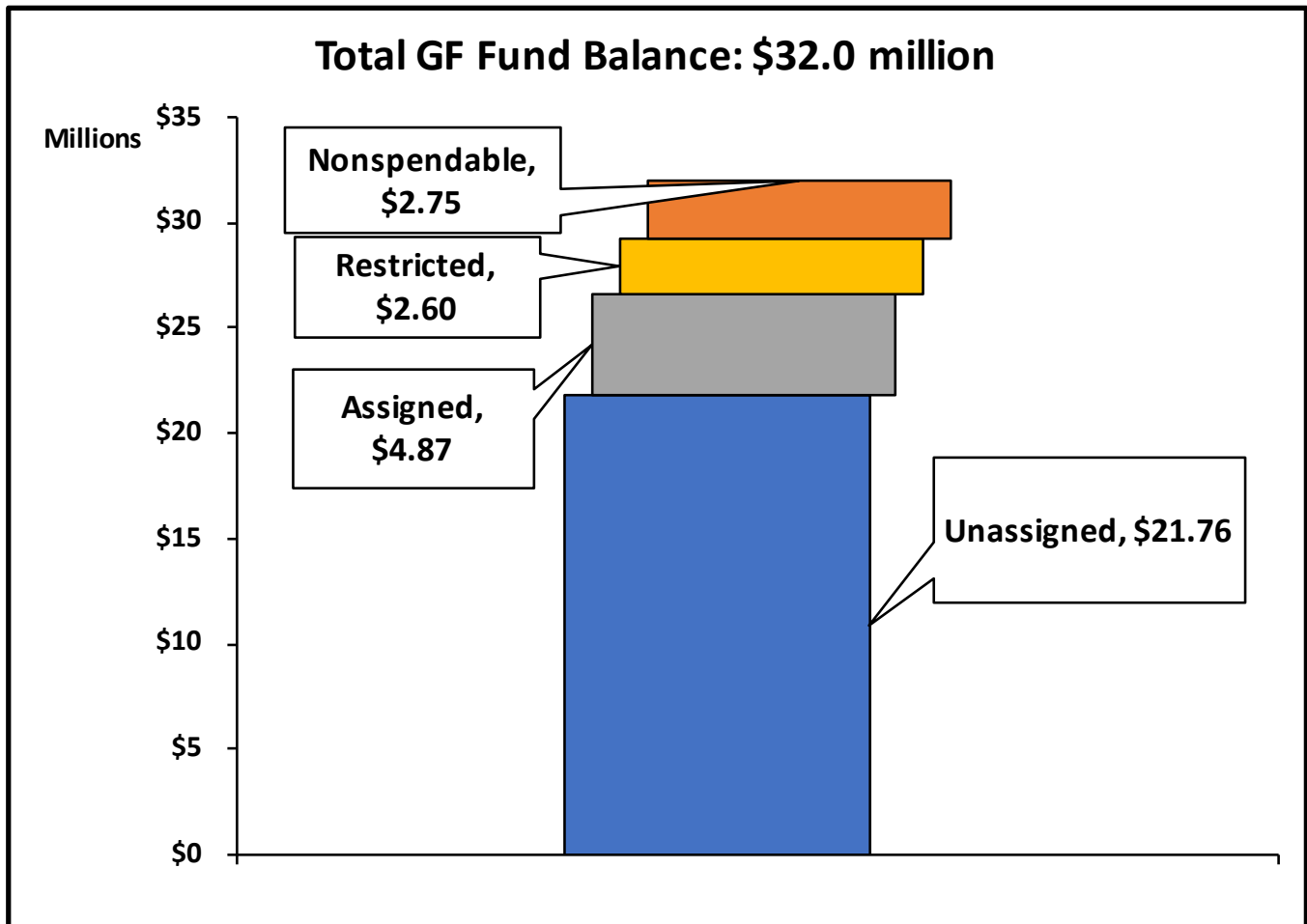


CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2023-24 Year-to-Date Through October

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	31,805,212	3,815,684	0	7,201,779	220,837	(3,606,932)	28,198,280
220	Gas Tax	2,149,582	243,858	0	65,772	0	178,086	2,327,668
225	SB1/RMRA	842,668	103,454	0	0	0	103,454	946,121
240	Lghtng & Lndscpng	67,652	0	0	439,793	0	(439,793)	(372,141)
260	CDBG	0	0	0	527	0	(527)	(527)
270	PAEG	41,268	332	0	146	0	187	41,455
290	Supp Law Enfrmnt	0	107,589	0	56,420	0	51,169	51,169
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	1,179	0	6,438	0	(5,259)	145,576
400	Park Development	(18,808)	0	0	34,844	0	(34,844)	(53,652)
420	Quimby	68,861	556	0	0	0	556	69,417
440	Prop A	948,893	206,276	0	151,362	0	54,914	1,003,808
460	Prop C	260,957	166,956	0	120,323	0	46,632	307,589
470	Mea R	652,248	126,290	0	0	0	126,290	778,538
475	Mea M	1,081,960	144,612	0	14,600	0	130,012	1,211,971
490	Mea W	342,985	2,383	0	47,927	0	(45,544)	297,441
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	220,837	220,837	0	0	0
610	Inclusionary Hsng	538,092	4,347	0	0	0	4,347	542,439
620	Community Impr	811,851	15,344	0	0	0	15,344	827,195
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,042,652	16,492	0	14,902	0	1,590	2,044,242
681	Fmr RDA L/M Hsg	4,100,079	25,997	0	0	0	25,997	4,126,076
Total - All Funds		45,886,986	4,981,350	220,837	8,375,670		(3,394,320)	42,492,666

CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2023



"Nonspendable" Fund Balance: \$2.75 million: Consists of assets that are inherently unspendable in their current form. Nearly all of Duarte's \$2.75 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.60 million: Consists of amounts with externally enforceable legal restrictions on the use of the funds. Of the City's restricted funds, the largest portion - over \$2.1 million - may only be used to enhance economic development within the Town Center Specific Plan area.

"Assigned" Fund Balance: \$4.87 million: Comprises amounts intended to be used for specific purposes, as determined by the City Council or by an official delegated by the City Council to make such an assignment. These funds consist of General Fund monies made available by ARPA, and will be used on a range of council-designated special projects.

"Unassigned" Fund Balance: \$21.76 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended November 30, 2023
(41.7% of FY 2023-24 Completed)**

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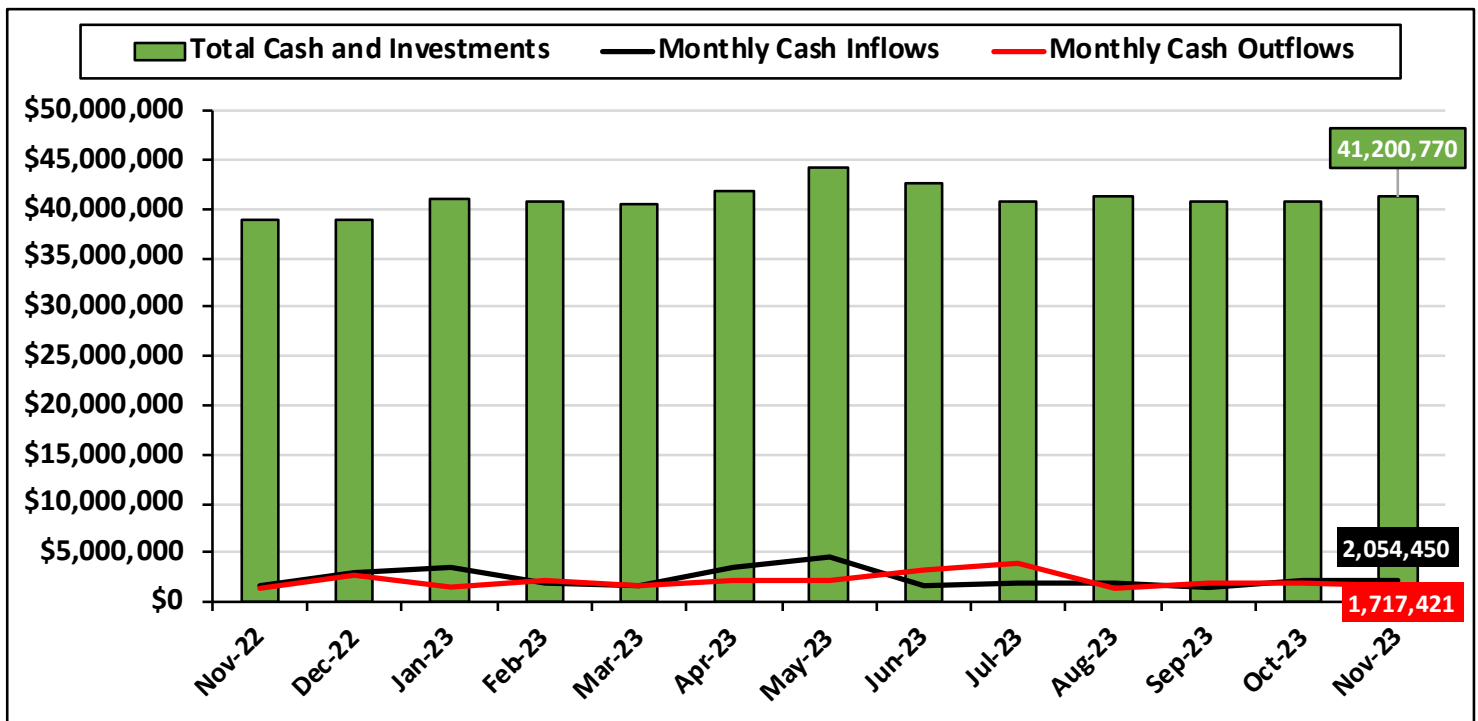
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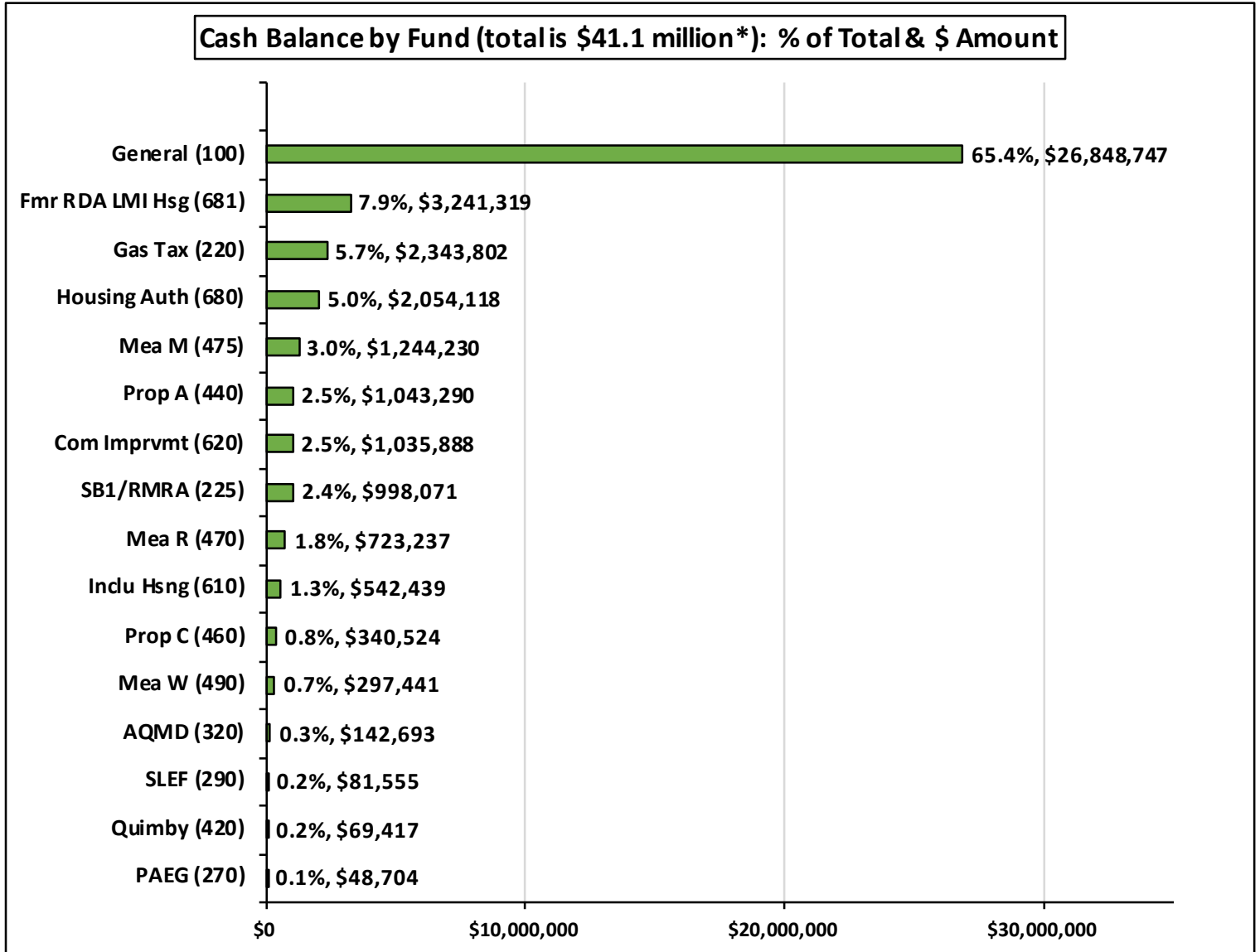
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended November 30, 2023

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (11/01/2023)	\$4,305,315	\$36,558,426	\$40,863,741
Cash Inflows			
Receipts	\$2,054,450	\$0	\$2,054,450
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$2,054,450	\$0	\$2,054,450
Cash Outflows			
Disbursements	\$1,717,421	\$0	\$1,717,421
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,717,421	\$0	\$1,717,421
Net Activity	\$337,029	\$0	\$337,029
Ending Balance (11/30/2023)	\$4,642,344	\$36,558,426	\$41,200,770



*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended November 30, 2023

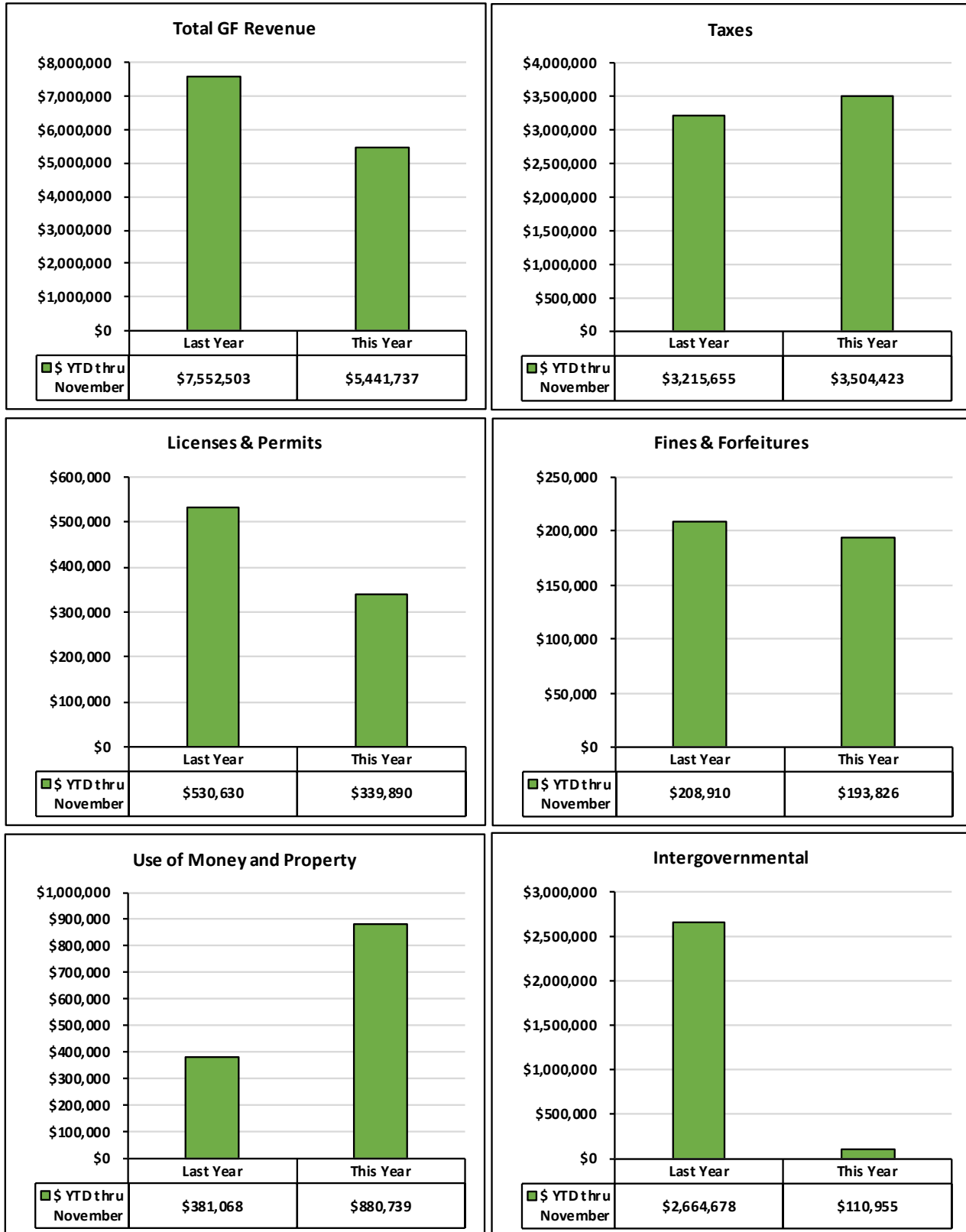


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to the City's bank account, the combined "Bank" and "LAIF" balances will rarely equal precisely the City's general ledger cash balance. The City performs a monthly "bank reconciliation" to reconcile these balances.

**Funds with zero or negative cash balances are not shown above. Those with negative balances are offset against the General Fund cash balance.

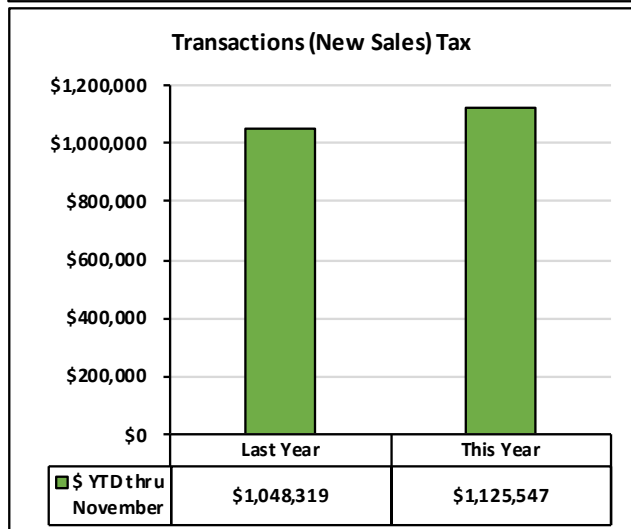
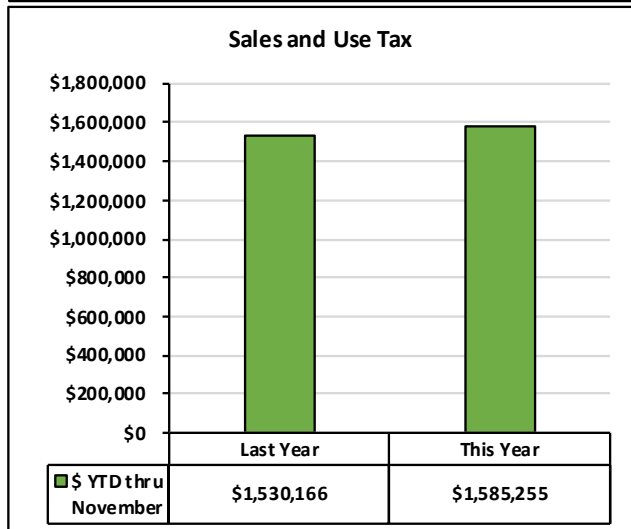
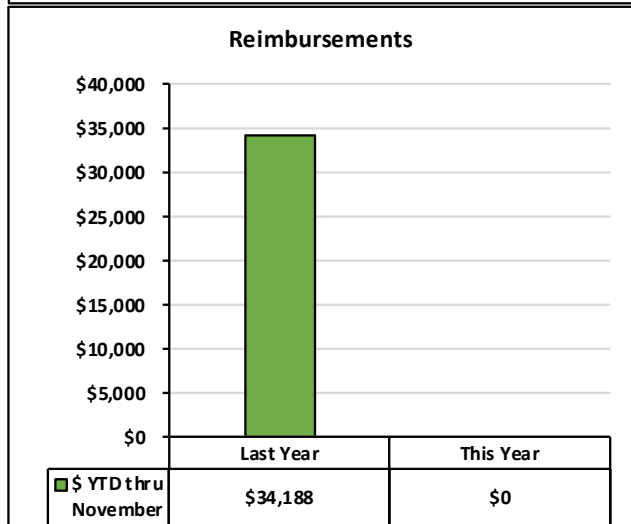
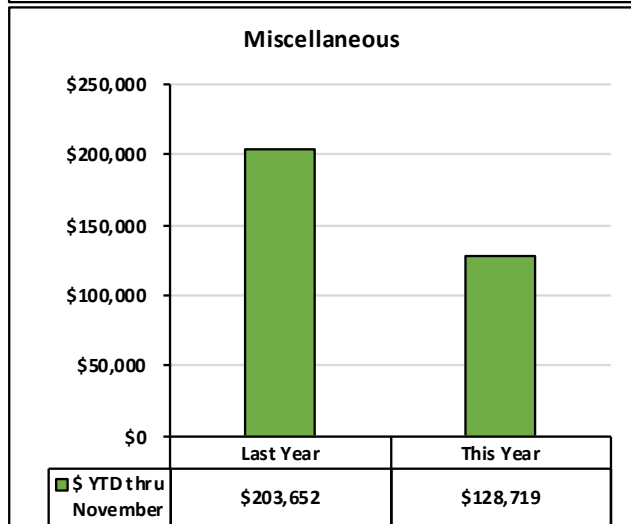
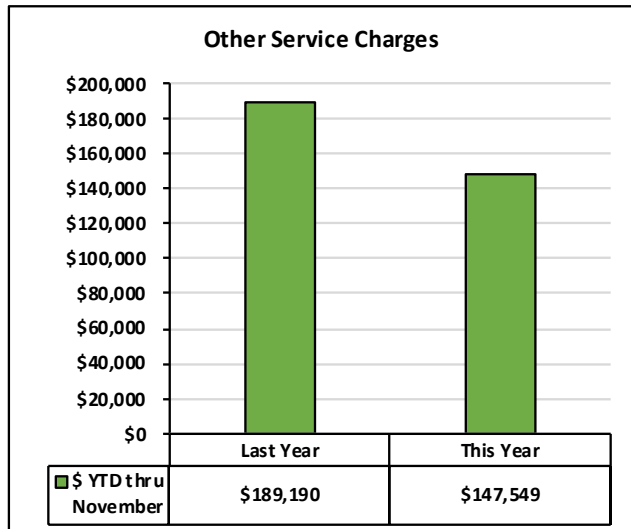
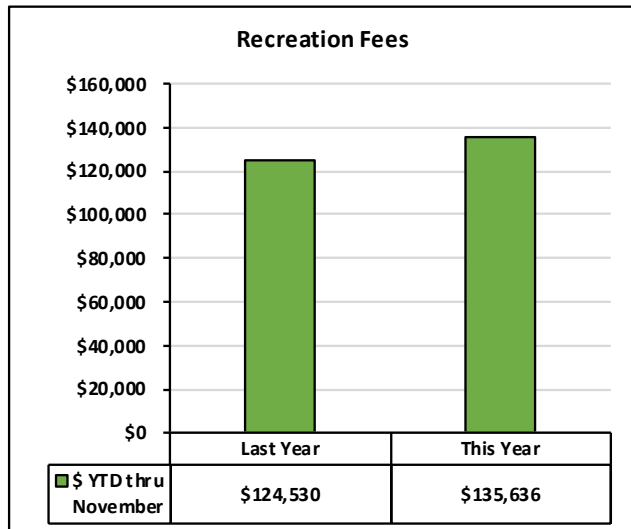
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through November versus Prior Year



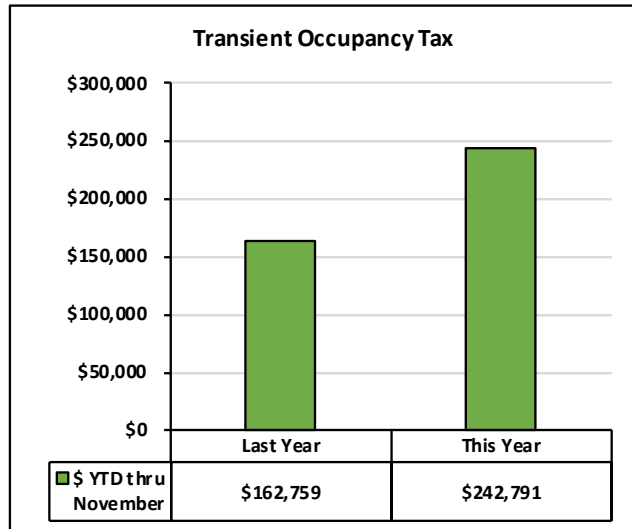
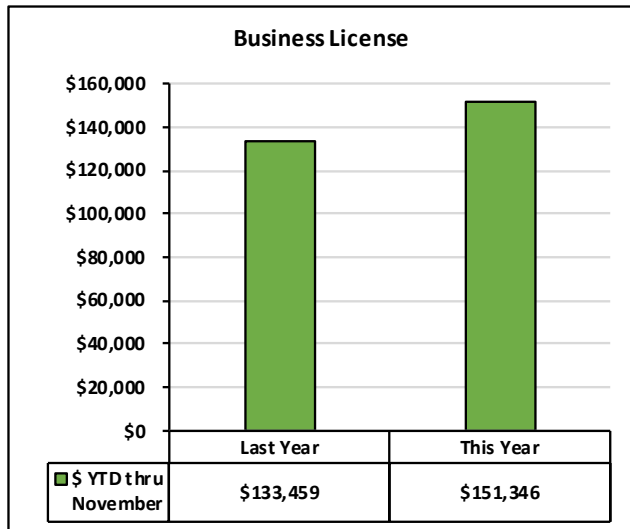
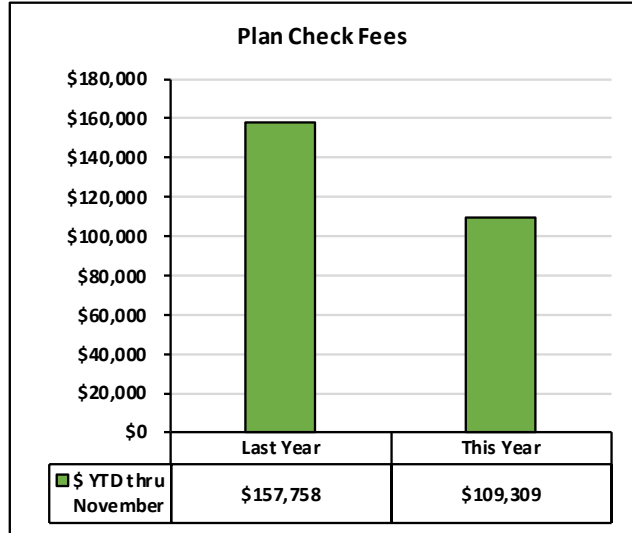
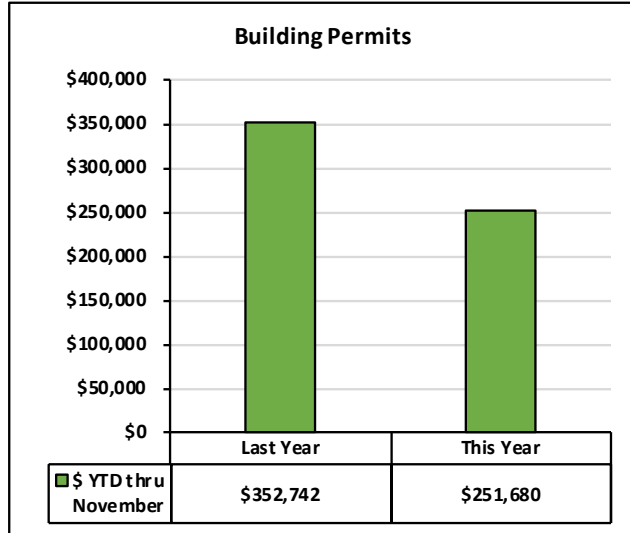
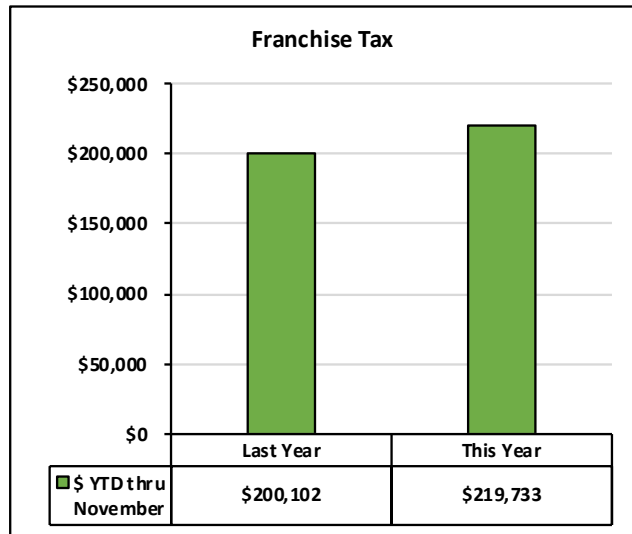
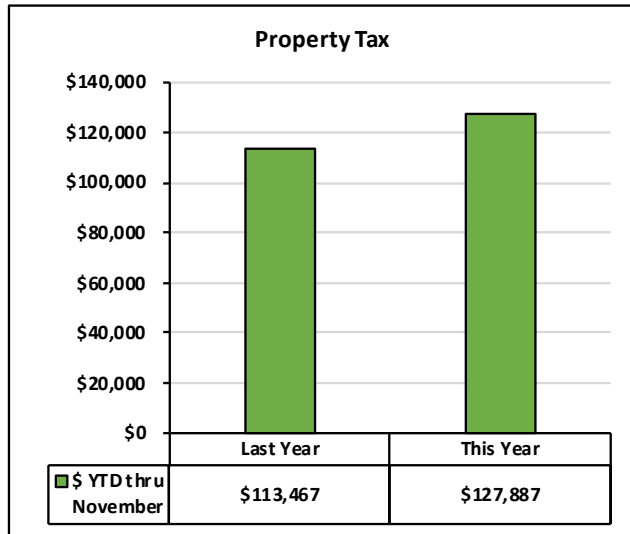
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through November versus Prior Year



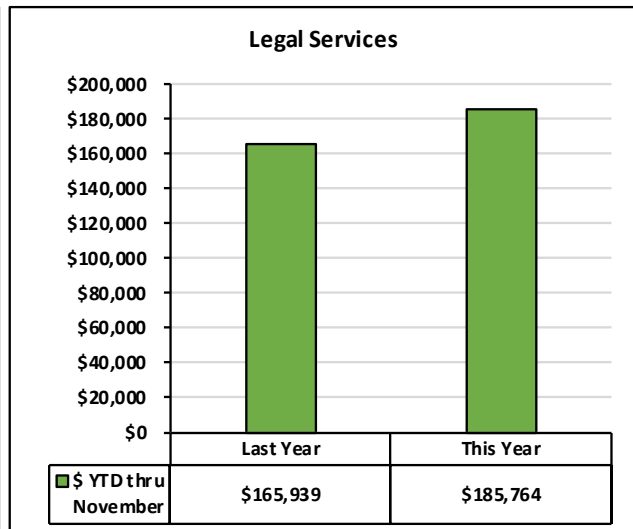
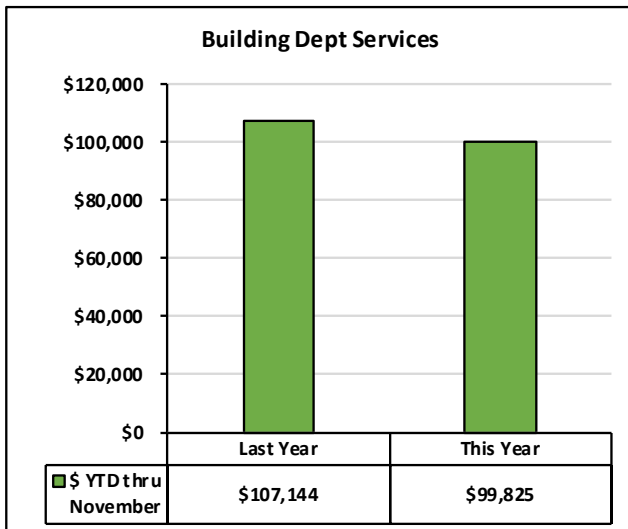
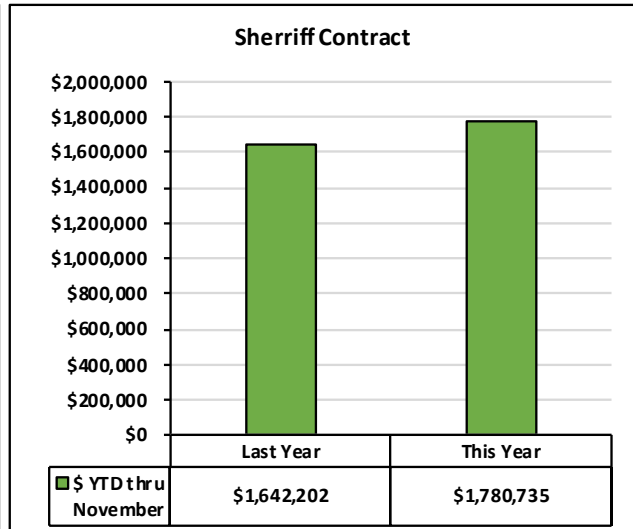
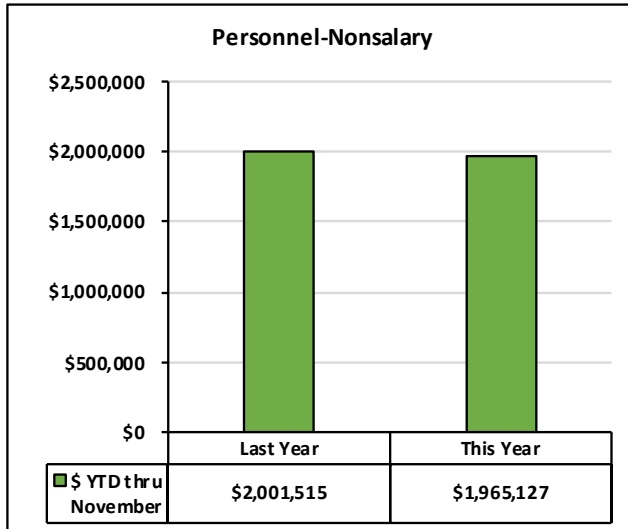
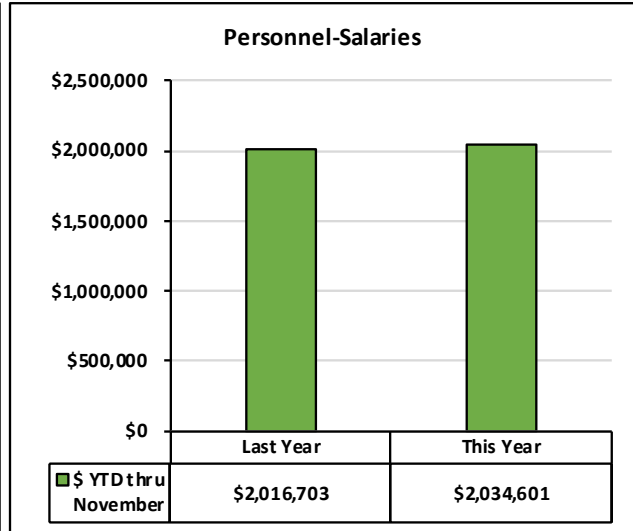
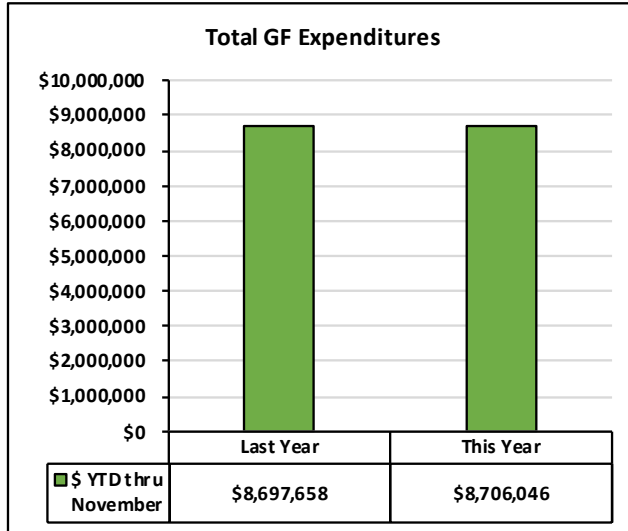
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through November versus Prior Year



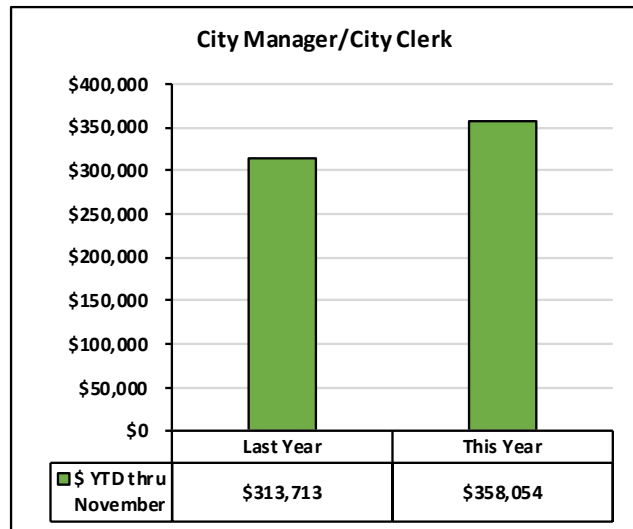
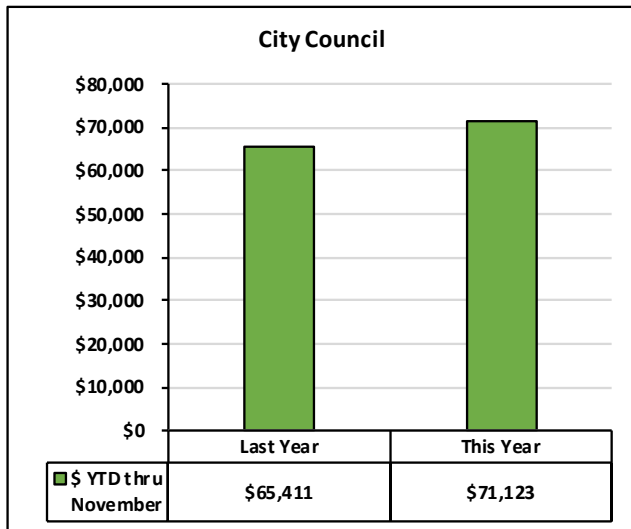
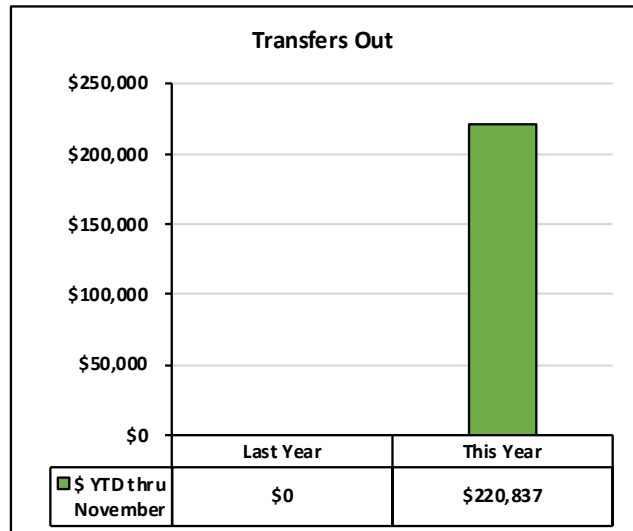
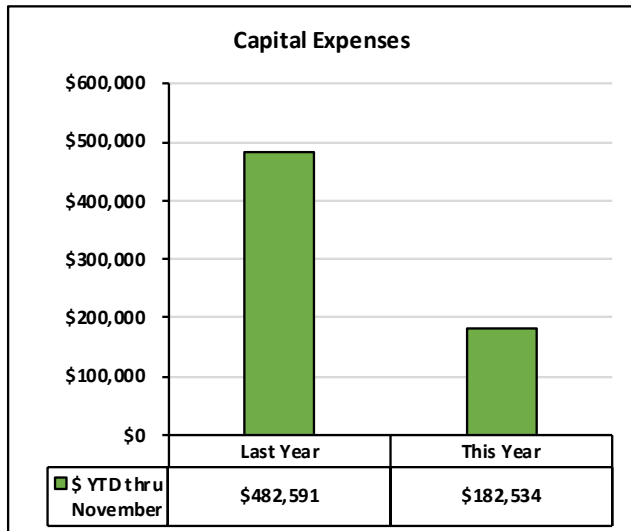
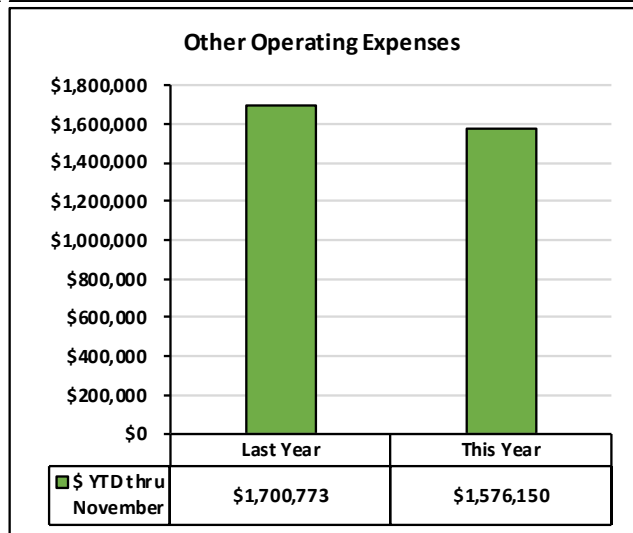
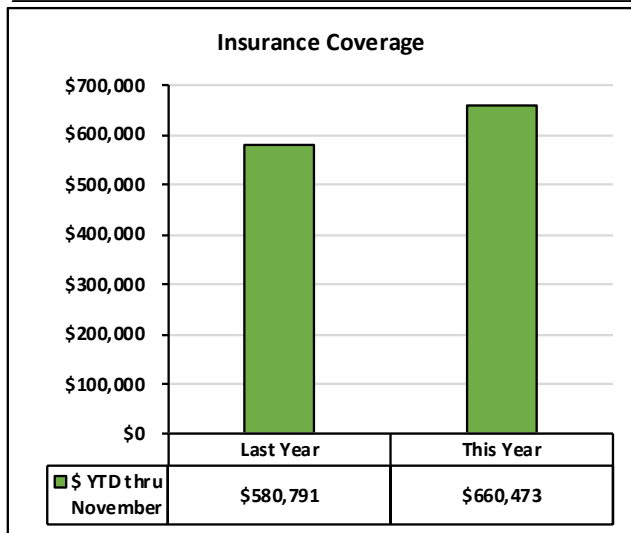
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through November versus Prior Year



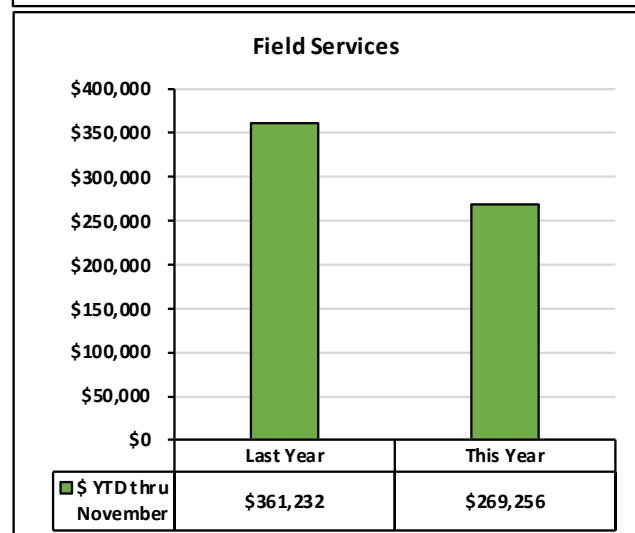
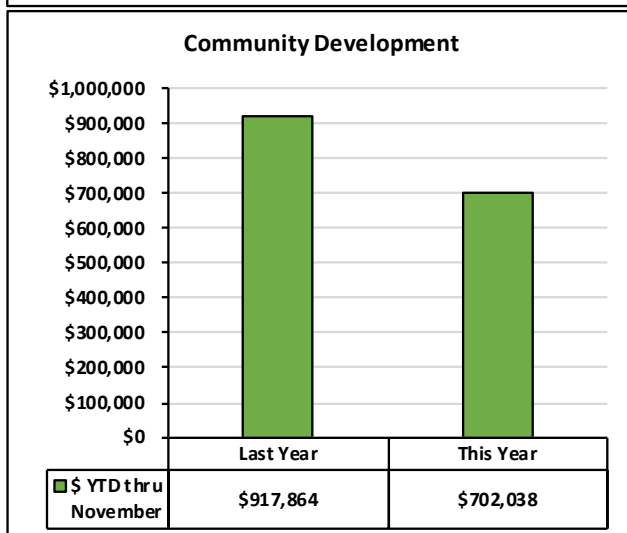
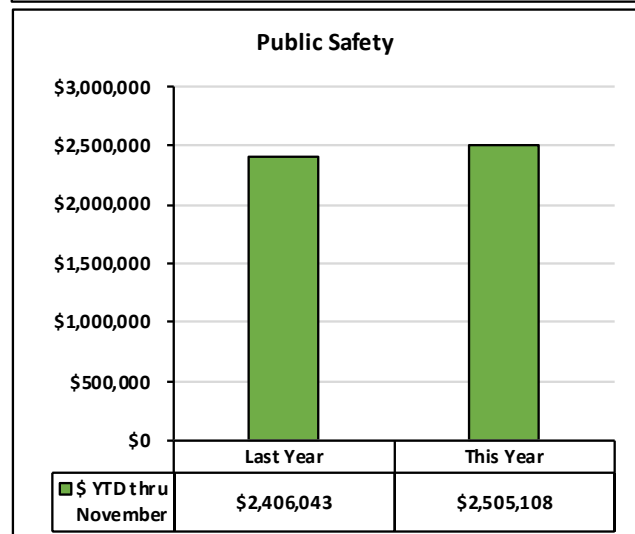
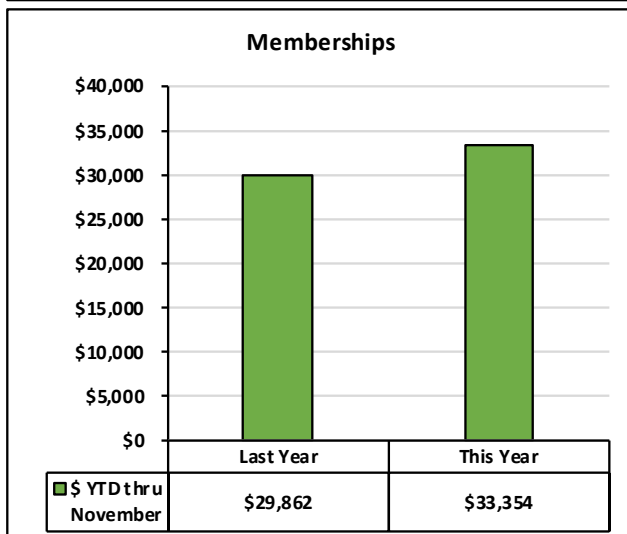
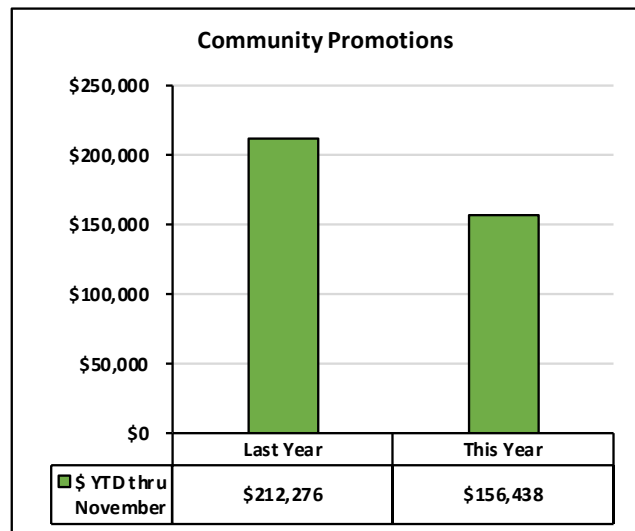
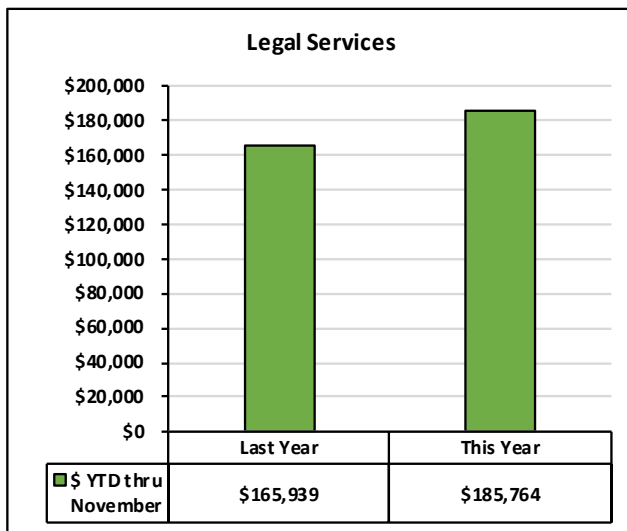
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through November versus Prior Year



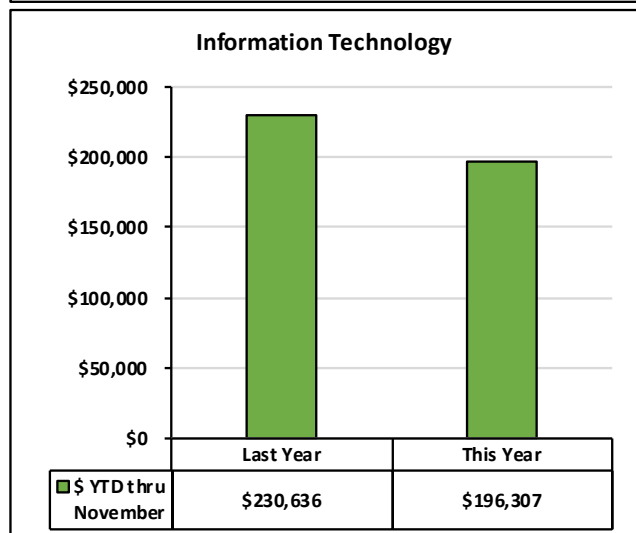
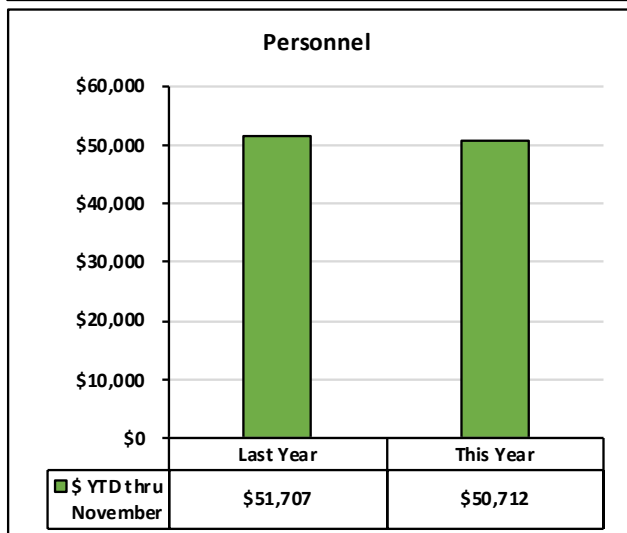
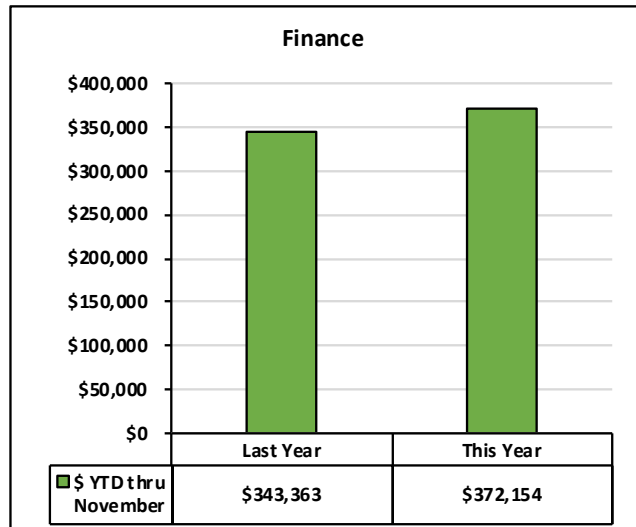
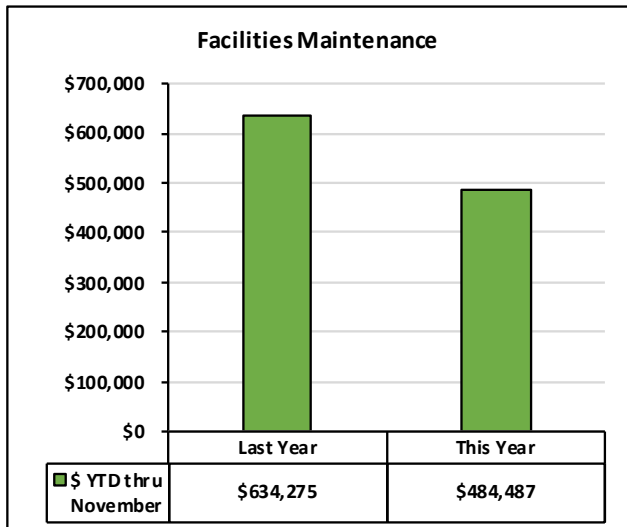
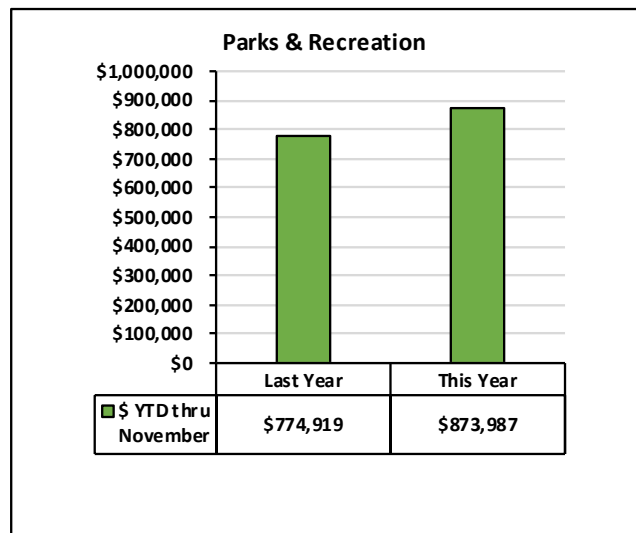
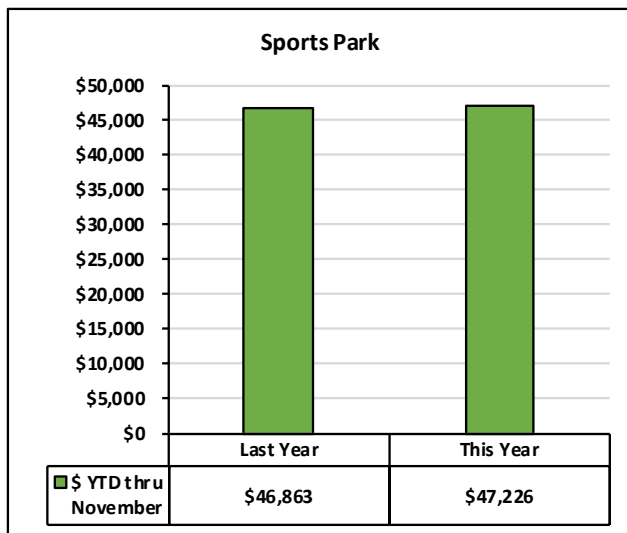
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through November versus Prior Year



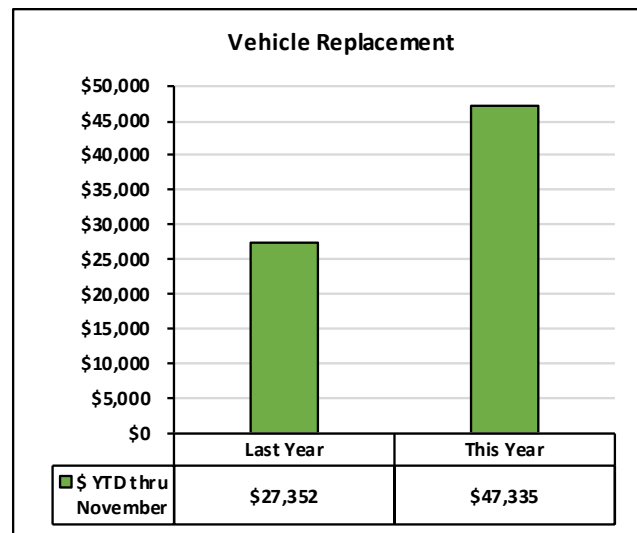
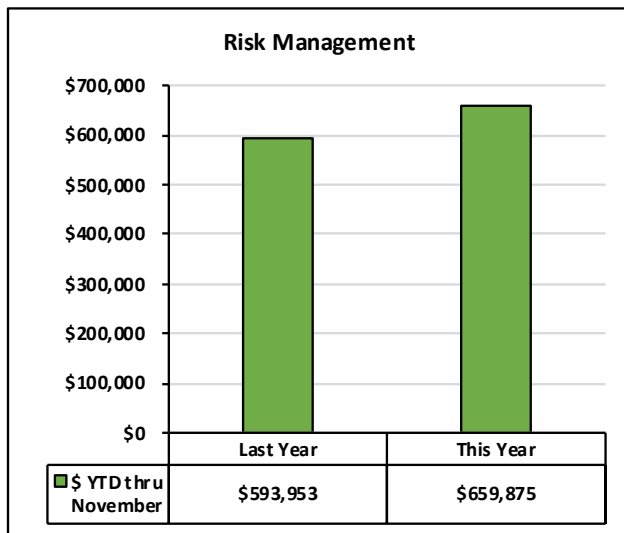
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through November versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through November versus Prior Year

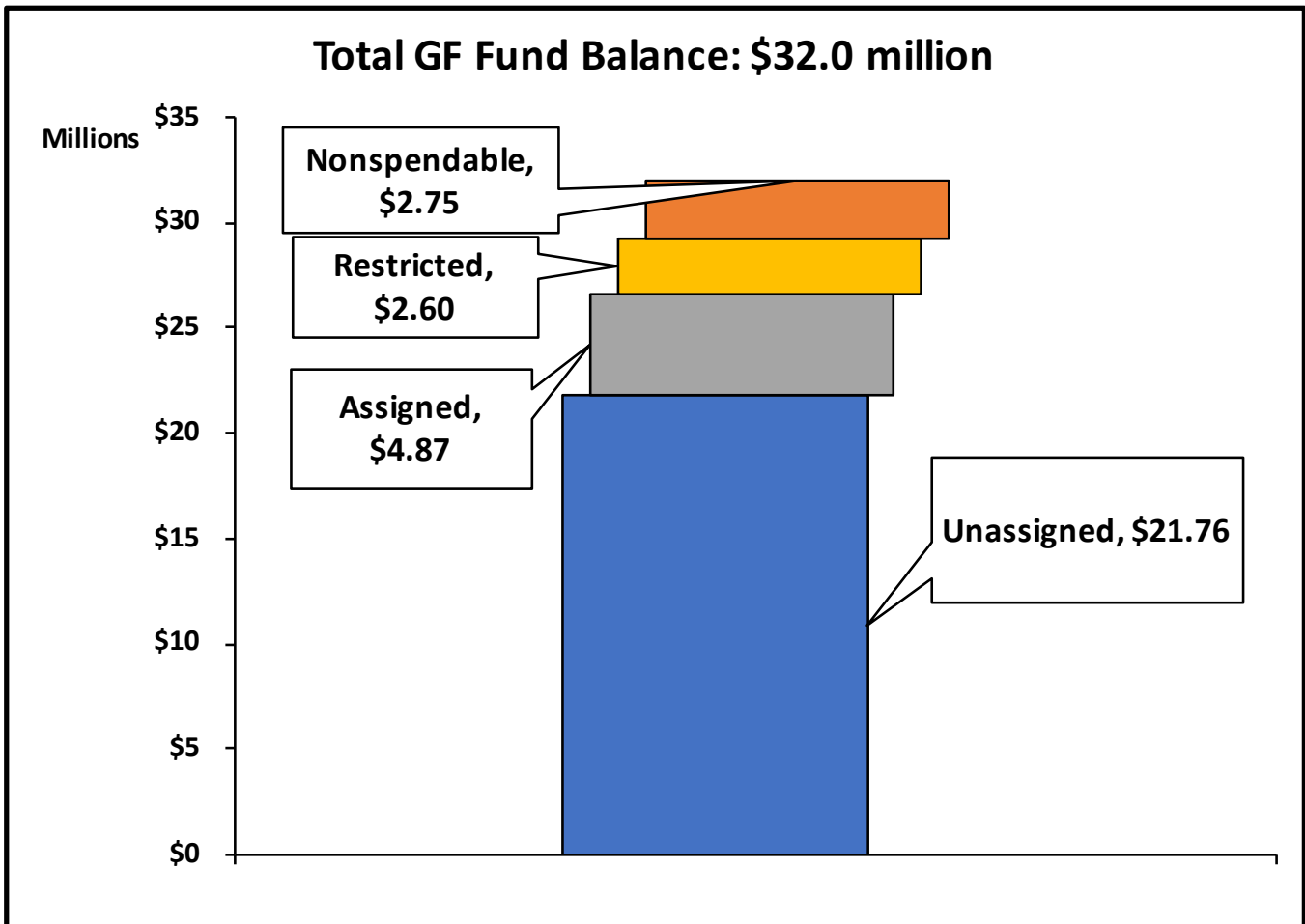


CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2023-24 Year-to-Date Through November

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100	General	31,805,212	5,441,737	0	8,485,209	220,837	(3,264,309)	28,540,903
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270	PAEG	41,268	7,582	0	146	0	7,436	48,704
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320	Air Quality (AQMD)	150,835	1,179	0	8,612	0	(7,432)	143,403
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Total - All Funds		45,886,986	6,848,214	220,837	9,962,385		(3,114,172)	42,772,814

CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2023

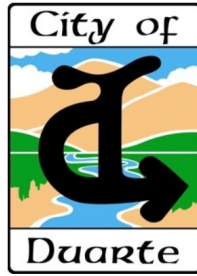


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"Unassigned" Fund Balance: \$21.76 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.



ITEM: 7.F

Receive and File the Public Safety Department Update

Recommended Action:

Attachments:

[7F - Public Safety Department January 2024.pdf](#)



PUBLIC SAFETY STATUS REPORT January 2024



PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	As the current year concludes, our Part 1 crime has seen a significant 15.37% decrease compared to the year-end figures of 2022. This translates to a total of 69 fewer incidents overall. The noteworthy contributors to this decline include a reduction of 25 incidents in Larceny and 19 fewer incidents in Assaults. In compliance with the Council's directive, the City of Duarte has been incorporated into the \$0 bail injunction relief. The Public Safety Department is actively monitoring the repercussions of this initiative on the community, undertaking a meticulous analysis of crime statistics, and presenting anecdotal evidence to underscore the imperative for discontinuing the \$0 bail schedule. To date, the department has presented anecdotal evidence, submitted written declarations, and supplied preliminary crime statistics.
2. Special Assignment Team	Special Assignment Deputies are proactively engaged in continuous operations aimed at reducing theft incidents at major retailers in the city. These efforts involve a meticulous evaluation of the security protocols of these retailers, strategically centered on enhancing suspect apprehension and theft prevention. A recent operation was carried out at our Wal-Mart store, reinforcing our relationship with the retailer and offering support tailored to their business needs. Our team played an active role in enhancing the holiday spirit by participating in Foothill Family's "Making Seasons Brighter" event, the City's Tree Lighting Ceremony, Santa Escorts, and the holiday in the park celebration. These occasions afforded our team the chance to engage with the public, fostering positive connections with residents, all while ensuring the safety and security of these festive events.
3. Neighborhood Watch	The Public Safety Department accomplished a successful initiative by hosting two toy drives at our local box store retailers. Residents also directly contributed to the Public Safety Office, leading to the generous donation of over 150 toys for families in need within the City. The City of Duarte and the Public Safety Department extend heartfelt thanks to all individuals who contributed toys, creating a significant and positive impact for those facing challenges.

PROJECT/PROGRAM		STATUS
MEASURE H and OUTREACH COORDINATION		
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 23 individuals experiencing homelessness. Over the course of this month, Tony Hadloc has had 127 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Notable achievements in this reporting period involve facilitating the placement of an adult male into wrap-around services (SOUL). These comprehensive services encompass 24/7 supervised care, as well as essential life training skills. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has been diligently overseeing the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and addressing nuisances within both our commercial establishments and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Her current focal point revolves around the Duarte LA County Library and its surrounding areas.	
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period the high acuity team engaged 17 individuals of which 1 were first-time encounters, 16 follow up with 8 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Library, as well as 1327 Huntington Drive (99 Cent Store). Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. During this reporting period the supplemental team engaged 23 individuals of which 3 were first-time encounters, 20 follow ups with 10 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Library and Wal-Mart.	
3. 2023 LAHSA Official Homeless Count	Duarte – 26 in 2023 (11 in 2022) Monrovia – 76 in 2022 Arcadia – 174 in 2022 Irwindale – 213 in 2022 Azusa – 220 in 2022 Planning for the 2024 Point in Time Count is underway and is scheduled for January 23, 2024.	

PROJECT/PROGRAM	STATUS
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	Hands-Only CPR Initiative by LA County Heart Heroes: Los Angeles County Public Health aims to educate 500,000 residents in hands-only "Sidewalk CPR" by December 31, 2023. In response, Duarte CERT has proactively taken the lead by sending three members to the instructor school, equipping them to teach our residents the technique. Duarte CERT has successfully trained 275 residents in hands-only CPR at the time of this report.

Crime Comparison

Part I Crime

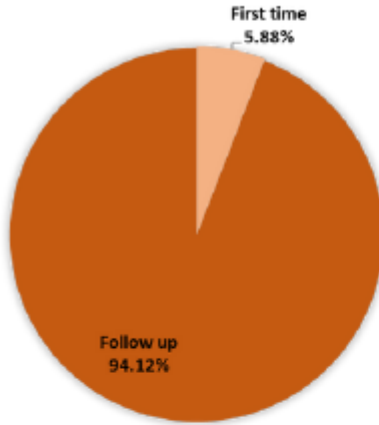


Part I Crimes	2022	2023	Difference	% Change
Homicide	0	1	+1	N/A
Rape	5	2	-3	- 60
Robbery	17	16	-1	-5.88
Assault	53	34	-19	- 35.85
Burglary	67	58	-9	- 13.43
Larceny	233	208	-25	-10.73
GTA	71	60	-11	-15.49
Arson	3	1	-2	- 66.67
Total	449	380	- 69	-15.37

Arrest data adjusted annually due to reclassification of crimes

DUARTE

HIGH ACUITY DECEMBER REPORT



STATS OVER THE PAST MONTH

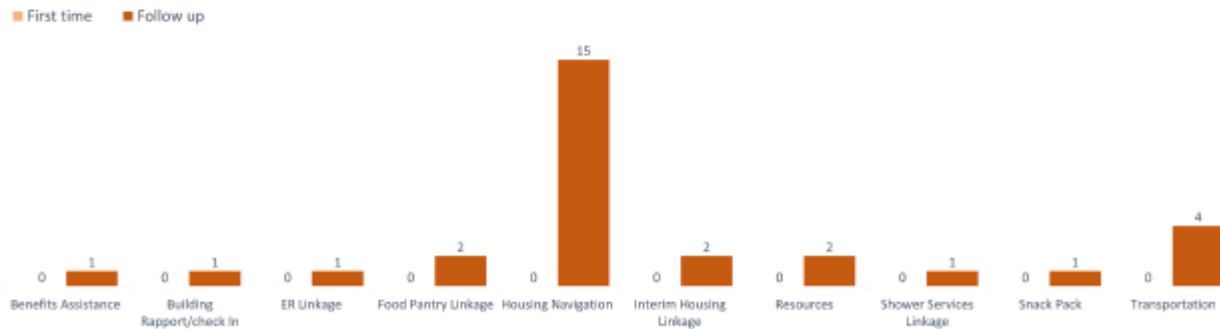
According to our data collected on 12/01/2023 to 12/31/2023, we engaged **17 individuals** of which **1** were **first-time encounters**, **16** follow ups with **8** individuals refusing supportive services.

HIGHLIGHT

- Team linked 2 individuals to food pantry services located at Shepherd's Pantry.
- Team linked 1 individual to the emergency room.
- Team linked 2 individuals to interim housing located at Soul Housing.

FUTURE GOALS

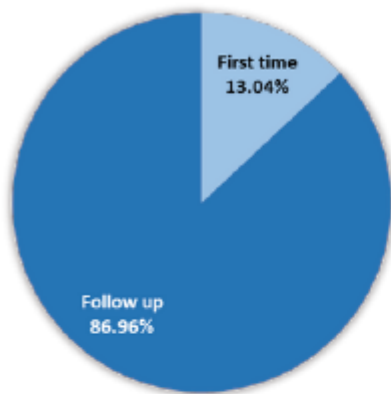
- Continue to prioritize HMIS enrollment, data entry and conduct required assessments.



Locations with the highest amount of encounters this month:

**DUARTE
LIBRARY**

**99 CENTS STORE ON 1327
HUNTINGTON DR**



STATS OVER THE PAST MONTH

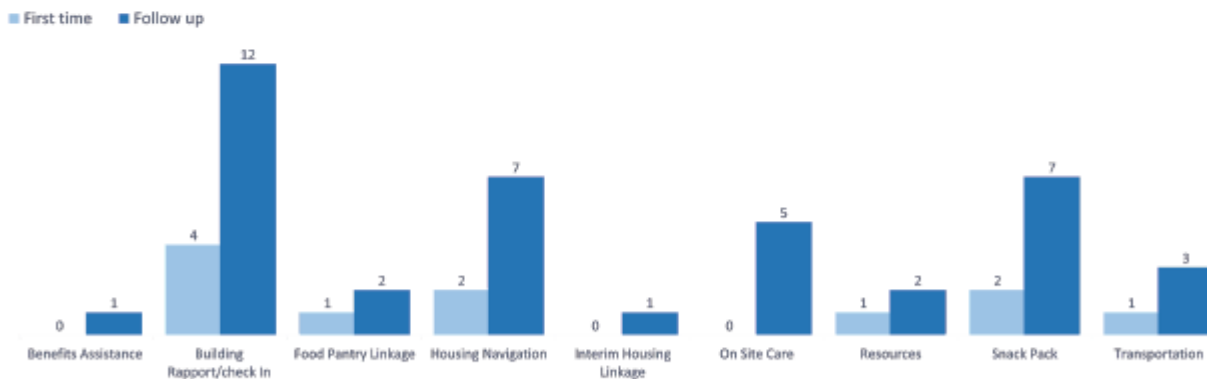
According to our data collected on 12/01/2023 to 12/31/2023, we engaged **23 individuals** of which **3 were first-time encounters**, **20 follow ups** with **10 individuals refusing supportive services**.

HIGHLIGHT

- Team linked 3 individuals to Food Pantry services located at Shepherd's Pantry.
- Team linked 1 individual to Interim Housing services located at Soul Housing.

FUTURE GOALS

- Focus outreach efforts with individuals that are proactively working towards their housing plans.
- Continue to prioritize HMIS enrollment and data entry.



Locations with the highest amount of encounters this month:

**DUARTE
LIBRARY**

WALMART



ITEM: 7.G

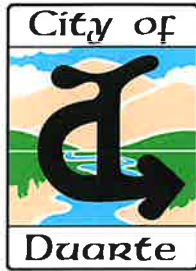
Authorization for City Manager to Execute a Five-Year License Agreement with Southern California Edison Company (SCE) for a 21- Space Parking Lot at the Duarte Post Office, Effective May 1, 2024 - April 30, 2029

Recommended Action:

It is recommended that the City Council approve and authorize the City Manager to execute a five-year License Agreement with Southern California Edison Company effective May 1, 2024 – April 30, 2029, for use of the 21-space parking lot at the Duarte Post Office located at 1220 Highland Avenue

Attachments:

[7G - Staff Report - SCE Lease Agreement.pdf](#)



AGENDA REPORT

MEETING DATE: January 23, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: Authorization for City Manager to Execute a Five-Year License Agreement with Southern California Edison Company (SCE) for a 21- Space Parking Lot at the Duarte Post Office, Effective May 1, 2024 – April 30, 2029

RECOMMENDATION: It is recommended that the City Council approve and authorize the City Manager to execute a five-year License Agreement with Southern California Edison Company effective May 1, 2024 – April 30, 2029, for use of the 21-space parking lot at the Duarte Post Office located at 1220 Highland Avenue

FISCAL IMPACT: If approved, the lease agreement not to exceed amount would be \$53,503 over five years. Year 1 annual amount would be \$9,683.12, paid quarterly. The amount has been allocated in the FY 23-24 City Budget (100-1020-7724).

BACKGROUND

Since 2000, Duarte has entered into a licensing agreement with Southern California Edison for land associated with the 21-space lot for the post office. The previous five-year agreement is set to end on April 30, 2024.

ANALYSIS

The term of the new five-year agreement starts May 1, 2024 through April 30, 2029 with no substantial changes to the agreement's terms and conditions. The Edison agreement also immediately requires the City to submit current proof of insurance naming the company as additionally insured.

The five-year payment breakdown is below. The City is charged on a quarterly basis:

Year	Term	Yearly Amount	Quarterly Amount	Payment Due First Day Of
First Year	May 1, 2024-April 30, 2025	\$9,683.12	\$2,420.78	2024 May/Aug./Nov 2025 Feb.
Second Year	May 1, 2025-April 30, 2026	\$10,167.00	\$2,541.75	2025 May/Aug./Nov 2026 Feb.
Third Year	May 1, 2026-April 30, 2027	\$10,675.00	\$2,668.75	2026 May/Aug./Nov 2027 Feb.
Fourth Year	May 1, 2027-April 30, 2028	\$11,209.00	\$2,802.25	2027 May/Aug./Nov 2028 Feb.
Fifth Year	May 1, 2028-April 30, 2029	\$11,769.00	\$2,942.25	2028 May/Aug./Nov 2029 Feb.

RECOMMENDATION

It is recommended that the City Council approve and authorize the city manager to execute a five year license agreement with Southern California Edison Company, effective May 1, 2024 – April 30, 2029, for use of the 21 space parking lot at the Duarte Post Office located at 1220 Highland Avenue.

FISCAL IMPACT

If approved, the lease agreement not to exceed amount would be \$53,503 over five years. Year 1 annual amount would be \$9,683.12, paid quarterly. The amount has been allocated in the FY 23-24 City Budget (100-1020-7724).

ATTACHMENTS

License Agreement Between City of Duarte and Southern California Edison Company.

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

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

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

LICENSE AGREEMENT

Initial (____)/(____/____)
Licensor/Licensee

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

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 8529-012-800, situated in the City of Duarte, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for auto parking purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2024 and ending on the last day of April, 2029. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Two Thousand Four Hundred Twenty and 78/100 Dollars (\$2,420.78) upon the execution and delivery of this Agreement with subsequent quarterly payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Quarterly Amount	Payment Due First Day Of
First Year	May 1, 2024-April 30, 2025	\$9,683.12	\$2,420.78	2024 May/Aug./Nov 2025 Feb.
Second Year	May 1, 2025-April 30, 2026	\$10,167.00	\$2,541.75	2025 May/Aug./Nov 2026 Feb.
Third Year	May 1, 2026-April 30, 2027	\$10,675.00	\$2,668.75	2026 May/Aug./Nov 2027 Feb.
Fourth Year	May 1, 2027-April 30, 2028	\$11,209.00	\$2,802.25	2027 May/Aug./Nov 2028 Feb.
Fifth Year	May 1, 2028-April 30, 2029	\$11,769.00	\$2,942.25	2028 May/Aug./Nov 2029 Feb.

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

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

Initial (____)/(____/____)
Licensor/Licensee

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

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

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a

Initial (____)/(____/____)
Licensor/Licensee

framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

Initial (____)/(____/____)
Licensor/Licensee

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

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

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

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

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

NOTE: Additional clearance may be required by Licensor for structures.

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

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

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

Initial (____)/(____/____)
Licensor/Licensee

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

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

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

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

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

Initial (____)/(____/____)
Licensor/Licensee

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensors prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensors pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensors proposed facilities.

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

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

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensors to make payment or incur cost or expense for any such matters or things.

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

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend and indemnify Licensors, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

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

Initial (____)/(____/____)
Licensors/Licensee

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency applicable to Licensee's activities under this Agreement.
- (d) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial

Initial (____)/(____/____)
Licensor/Licensee

seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licenser shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licenser provides an initial written notice of such failure. After providing initial notice under this provision, Licenser will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licenser.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv)

Initial (____)/(____/____)
Licenser/Licensee

the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and

Initial (____)/(____/____)
Licensor/Licensee

electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

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

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

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

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

Initial (____)/(____/____)
Licensor/Licensee

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region West
2 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Email: arangel@accessduarte.com

Business Telephone No. (626) 357-7931 ext. 269

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensors and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

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

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Licensor/Licensee

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

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

ROGER JUNG
Manager
Land Management – Metro Region West
Vegetation & Land Managment

Date

LICENSEE:

CITY OF DUARTE

By _____
BRIAN VILLALOBOS, City Manager

Date

Initial (____)/(____/____)
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

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

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

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

SHADE STRUCTURES

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

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

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Licensor/Licensee

SHADEHOUSES/HOTHOUSES

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

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

GREENHOUSES

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

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

IRRIGATION SYSTEMS / WELLS

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

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Licensor/Licensee

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

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor
- 7. No crushed or freshly laid asphalt will be permitted

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

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

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Licensor/Licensee

- e. Under or within 10 feet of the conductor “drip lines”
- 3. Sewer or gas lines to trailers must be approved in writing by Licensor
- 4. Location of all electrical and telephone lines must be approved in writing by Licensor
- 5. Electrical lines must be installed by a licensed -general contractor.
- 6. Trailers shall not be used for residential purposes
- 7. Toxic or flammable materials will not be permitted in trailers
- 8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer

PARKING AREAS

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

MATERIAL STORAGE

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

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Licensor/Licensee

A D D E N D U M**PARKING**

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

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Licensor/Licensee

LEGEND

 PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY

 PROPERTY BEING LICENSED TO CITY OF DUARTE FOR PARKING PURPOSES ONLY

● PP APPROXIMATE WOOD POLE LOCATION

----- ACCESS ROAD

—X—X— FENCE

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- A 25-FOOT RADIUS AROUND ALL OTHER POLES.

HIGHLAND AVENUE

80'

100'

80'

● PP

POR. LOT 20
130.9'

TRACT NO. 9618
M.B. 134/21

PARKING AREA

ACCESS ROAD

130.9'

LOT 18

APN: 8529-012-020
OWNER: USPS DUARTE LLC
1220 HIGHLAND AVENUE
DUARTE, CA 91010

APN: 8529-012-800
PROPERTY OF S.C.E. CO
DUARTE SUBSTATION
POR. LOT 19

GATE

HUNTINGTON DRIVE

100'

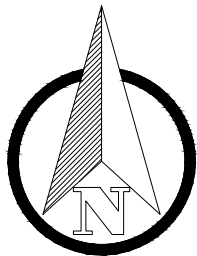
100'

55'

SANTO DOMINGO AVENUE

60'

EXHIBIT "A"



0 100 200
SCALE IN FEET

FACILITY NAME: DUARTE SUBSTATION				LICENSED AREA (GROSS)	SQ.FT.: 13,093	AC.: 0.30
LICENSEE: CITY OF DUARTE				CONTRACT NO.: 9.4162	ACCOUNT NO.: N/A	
CITY: DUARTE		COUNTY: LOS ANGELES		STATE: CA	T.G.: 568/B5	M.S.: 056-090
APN.(S): 8529-012-800				SCE DOCUMENT NO.: 93468/001		
SCE SANDERS MAP: N/A		SCE LAND BOOK: LB-430		REF: 2018/9.4162.DWG		 SOUTHERN CALIFORNIA EDISON An Edison International Company
R.P. LAND AGENT: Y. HUIZAR		LANDBASE MAPPING: R. HERNANDEZ		CHECKED BY: V. MUNOZ		
ORDER NO.: 802225497	NOT. NO.: 204134780	DATE: 10/11/2023	FILE NAME: 9.4162.DWG			



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company 95



ITEM: 7.H

Contract with Armstrong & Walker to develop construction drawings for Donald & Bernice Watson Recreation Trail

Recommended Action:

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades for the Recreation Trail; and 2) a General Fund budget amendment to account number 1405-7965 of \$77,500, which includes the contract amount with contingency

Attachments:

[7H - Staff Report - Recreation Trail Upgrades.pdf](#)



Agenda Item:	_____
CM Review:	<i>Scr</i>
Fiscal Review:	<i>VJP</i>

AGENDA REPORT

MEETING DATE: January 23, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract with Armstrong & Walker to develop construction drawings for Donald & Bernice Watson Recreation Trail

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades for the Recreation Trail; and 2) a General Fund budget amendment to account number 1405-7965 of \$77,500, which includes the contract amount with contingency

FISCAL IMPACT: This project is funded by a Federal Appropriation but the City is responsible for the design costs. There will be a maximum impact of \$77,500 to the General Fund

BACKGROUND

Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill.

The primary task for the trail is repaving, ADA compliance and drainage improvements but part of the grant does provide for upgrade of landscaping and the addition of amenities.

The City had applied for several grants prior to receiving the Federal appropriation. As part of those applications, a very detailed concept had been developed along with a project budget. But one of the items that does need additional work is the landscape plans. Much of the trail is already landscaped, so the idea is to augment the existing landscape and to provide irrigation. There will also be the need to design a few activity nodes along the trail where seating and amenities will be incorporated. The current goal is to have the project ready to be bid by June 2024.

In addition to landscape material and irrigation design, the contract includes: a meeting with the Parks & Recreation Commission to gather public and Commission input on design; coordinating with the project engineer to coordinate with the paving and drainage plan; and detailed oversight of the installation of plant material and improvements during construction.

DISCUSSION/ANALYSIS

Armstrong & Walker is a Duarte business that has a strong background in landscape design. The firm is currently working on the Huntington Drive median project. The firm's experience includes many other similar types of landscape design and construction projects.

The proposed contract amount, including consulting arborist, is \$57,500. While this amount should cover all necessary work, Staff recommends that a \$20,000 contingency be added to address any necessary additional work. Because this project area is large and extends over a mile, it is possible that unforeseen issues may arise and this allows for an efficient response. All additional work will require written approval from City Staff.

Armstrong & Walker is made up of the team of Anna Armstrong and Richard Walker and have over 30 years of landscape architecture experience. Staff has met with the Armstrong & Walker team and feel that they are uniquely qualified to complete the project.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades for the Recreation Trail; and 2) a General Fund budget amendment to account number 1405-7965 of \$77,500, which includes the contract amount with contingency.

FISCAL IMPACT

This project is funded by a Federal Appropriation but the City is responsible for the design costs. There will be a maximum impact of \$77,500 to the General Fund.

ATTACHMENTS

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 January 24, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Armstrong & Walker, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide landscape design services for the Recreation Trail renovation project, completion of construction drawings and construction observation as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until May 1, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City’s sole and

absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed Fifty Seven Thousand Five Hundred Dollars (**\$57,500**), based on the Scope of Services set forth in Exhibit A. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the

default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials,

employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (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; or (d) e-mailing the notice to the e-mail addresses as set forth below:

If to City: City of Duarte
Craig Hensley, Community Development Director
1600 Huntington Drive
Duarte, California 91010

If to Consultant: Armstrong & Walker, Landscape Architecture
Attn: Anna Armstrong
280 Mel Canyon Road
Duarte, CA 91010

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONSULTANT

Armstrong & Walker

By:  _____

Its: OWNERS/PRINCIPALS

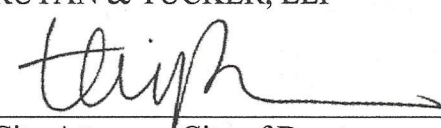
Date: 1/17/24

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP



City Attorney, City of Duarte

Date: 1/16/2024

EXHIBIT A

Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in 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.

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

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

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

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

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

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

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability;

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

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

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

Armstrong & Walker, Landscape Architecture
280 Mel Canyon Road
Duarte, CA 91010
(626) 357-4599
email: armstrongwalker@gmail.com



January 10, 2024

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

Re: Royal Oaks Bike Trail Landscape Improvements

Dear Mr. Hensley:

Pursuant to your request, we are pleased to submit this proposed agreement and fee estimate for landscape architectural services related to the Royal Oaks Bike Trail landscape renovation, in our home town of Duarte. We understand the project area is to extend the length of the trail, from Buena Vista Avenue east to Vineyard Avenue (by the tennis courts at Royal Oaks Park). Per our site walk and conversation related to the project, and familiarity with the trail, adjacent streetscape, and surrounding area, we feel we have a good understanding of the scope of work. We look forward to the opportunity of working with you and City of Duarte staff to upgrade the landscape design for the bike path and include new site amenities to improve the experience for users. The goals are to create a safe, enjoyable trail for bicyclists, pedestrians, and equestrians; site features to be illustrated in our plans may include, but not be limited to:

- New benches with plaques/ dedications
- Rest areas/ “mini-parks”
- Drinking fountains
- Distance markers
- Shade structures at primary rest stops
- Bicycle repair stations
- Trash receptacles
- Clear, safe switchback paths from parking adjacent to the street to the bike trail
- Appropriate monuments/ signs/ dedications
- Possible dog run/ enclosure
- Cleanup and buffer planting at private back yards adjacent to the trail
- California native tree and shrub planting along the southern perimeter of Royal Oaks STEAM Academy, incorporating educational landscape features such as a butterfly garden and bird-friendly plant species
- General upgrade of the landscape and irrigation associated with the bike trail
- Low, colorful accent planting at street crossings and monument signs
- Repair of eroded landscape areas

In addition, the plans may incorporate future features to be detailed by others, including:

- New paving and wheelchair accessibility elements
- Security lighting
- Public art
- City signage

Guiding principles for the project will include:

- Safety and security for trail users
- Addition of features to make the trail a better, more varied and interesting experience

- Upgrade of the appearance and aesthetics of the trail corridor
- Protection of existing Oak trees and other trees to remain
- Water conservation and up-to-date irrigation technology
- Ease of maintenance

Following is a description of our proposed project approach and Scope of Services.

A. Project Approach

Generally, the approach that will be used in meeting the needs of this project will be similar to that followed in other successfully completed trail projects, and first-hand knowledge of the bike trail's function and the City's goals. Based on the information provided to us, we propose the following approach:

- Meet and work closely with City of Duarte staff at the start of work and periodically during design and construction document preparation, to make sure all project needs and requirements are clear and are being met throughout the process.
- Review and evaluate all available plans, documents, surveys, and CAD files pertaining to the existing trail and adjacent areas.
- Walk the site to observe, note, and photo the project context including existing trail surface and markers, trees and significant shrubs, street and pedestrian crossings, street lights, utilities, and other elements; identify design opportunities and possible constraints.
- Observe and record the species, size, and condition of existing trees in the trail right-of-way; work with City staff to recommend possible removals due to disease, poor form and structure, destructive roots, invasiveness etc. If requested, the services of a local consulting Arborist can be obtained to assist with this.
- Review and coordinate recent aerial survey CAD files of the trail corridor to be provided by the City, for use as background plans for landscape plans. Assist in determining if additional data is needed (see our requests for information listed below in this proposal).
- Work with City staff and representatives of the City Council to formulate goals and a list of improvements to be incorporated into the bike trail project, both functional and aesthetic. This information will provide a framework for design and construction drawings.
- Develop sketch-level, diagrammatic design concepts for bike trail improvements, identifying areas where new site features could be concentrated and illustrating typical upgrades.
- Produce a tree and plant list utilizing species that are primarily California native, low in water demand, visually appealing, appropriate for the site's climate and soils, disease resistant, do not have invasive or destructive roots, and meet any other design requirements.
- Following review and input from City staff on design concepts and features, prepare preliminary drawings incorporating criteria developed earlier and illustrating proposed improvements in more detail. These conceptual drawings will be presented to the City Council as a "rough draft" of the design for the bike path upgrades, intended to generate feedback and address questions prior to further design development.
- Formulate preliminary construction cost estimates for proposed improvements, for review by City staff to determine if the project is within budget.
- Synthesize input from City staff and Council into the project design; prepare color-rendered plans, cross sections, plant list, and photos for presentation at City Council, commission, and/or community meetings.

- Attend City Council, commission, or community meetings to present design concepts, plant palette, and other project information, and to answer questions. Also attend coordination meetings with City staff as needed for project review, coordination, and direction throughout the duration of the project.
- Modify and refine design concepts as necessary incorporating Council, City staff, and public review and comment; update preliminary drawings for final approval prior to the start of construction drawings.
- Produce landscape construction documents for bike trail improvement, in accordance with approved design themes and product selections. Construction documents will include plans in AutoCAD, specifications in MS Word, and details to meet City requirements, suitable for use in bidding and installation. Plans and specifications will be submitted for City review and comment at the 60%, 90%, and 100% completion points, and all necessary plan check corrections completed as necessary for final approval. Note that construction drawings will focus on feature areas, and will not illustrate locations of all plants and minor elements to be installed. These items will be listed on the bid documents but located in the field by Armstrong & Walker and/or City staff.
- Prepare updated cost estimates for project installation based on each construction document submittal, for review and input prior to final submittal and bidding.
- Assist during project construction in responding to contractor's requests for information, reviewing submittals and proposed substitutions, and making site visits to check/ determine locations of improvements, and ensure that work is installed according to the intent of the plans and specifications.

B. Scope of Services

Phase 1: Schematic Design

Schematic design work and preliminary plans to be prepared using recent aerial surveys provided by the City of Duarte, in AutoCAD format and appropriate for use as background plans. We understand that detailed ground survey plans will not be available; necessary information on elements below tree canopies will be obtained via field walks/ notes.

- A. Attend one meeting with City staff to review background information and receive input on design goals, features to be included in the design, preferred site amenities and trees/ plants, budget, and available record drawings.
- B. Observe and appraise the species, size, and condition of existing trees in the bike trail right-of-way, and work with City staff to recommend possible removals due to disease, poor form and structure, destructive roots, invasiveness, etc. If requested, the services of a local consulting Arborist can be obtained to assist with this.
- C. Walk the site to observe and note existing landscape context, probably to be done in 3-4 sessions. During the site walk, review the City-provided survey of the site for accuracy and suitability for use as background plans for landscape drawings, augmented by field notes as necessary.
- D. Coordinate with City staff and Council to develop criteria for landscape improvements of the bike trail corridor, including functional and aesthetic goals and requirements. These criteria will provide a framework for design alternatives and their evaluation.
- E. Develop sketch-level design concepts and plant palette for the site, utilizing established design criteria. Considerations to include visibility, safety, and functional use of the trail by bicyclists, pedestrians, and equestrians; aesthetic quality, water conservation, ease of maintenance, preservation of existing trees, and other appropriate criteria. Initial sketch-level conceptual drawings will be prepared, appropriate for review and discussion with City staff, prior to further design development.

- F. Formulate a preliminary cost estimate for landscape upgrades, based on the conceptual design. Estimate will be itemized and formatted for line item review.
- G. Meet with City staff to review initial conceptual design and costs, and to gather input and recommendations for further developing the design.
- H. Following review and input from City staff on trail corridor design concepts and materials, prepare schematic plans for possible design alternatives and materials. Conceptual drawings will be presented to the City Council to generate input and answer questions prior to further design development.

Products: Site photos and marked-up plans from field visits, meeting notes, sketch-level schematic design concepts for trail landscape design (focused on feature areas and typical trail area improvements, not illustrating entire trail right-of-way), preliminary cost estimates, preliminary tree and plant palette.

Phase 2: Design Development

- A. Incorporating City staff and Council input, develop clear and detailed design drawings illustrating locations, extents, and materials/ products for feature areas and a prototype section of trail, color rendered. Also provide photos of proposed new tree and plant selections for City review and input.
- B. Formulate an updated cost estimate, itemized by work item, for the approved design, to be reviewed by City staff and Council.
- C. Attend up to three (3) City Council, commission, and/or community meetings with City staff to gather input, present design concepts, plant palette, costs, and other project information; answer questions, and provide follow-up as necessary. Also attend up to three (3) coordination meetings with City staff in addition to those listed as separate tasks, as needed for project review, coordination, and direction throughout the duration of the project.
- D. Modify and refine the final preliminary design as necessary incorporating Council, City staff, and public review and comment, and update preliminary plans for final approval prior to the start of construction drawings.
- E. Attend one meeting to review the final design, site amenities, and tree/ plant palette; gather feedback from and coordinate with City staff prior to construction drawing production.

Products: Color-rendered detailed preliminary design drawings for bike trail improvements, materials photo boards with site amenities and tree/ plant materials.

Phase 3: Construction Documents

Landscape plans will be developed utilizing City-provided aerial survey plans in AutoCAD format, augmented with field notes, as backgrounds for construction drawings. Landscape plans, details, and specifications will utilize standard City title block and formatting, suitable for bidding and installation by qualified contractors. Construction documents will be produced as one set of plans and specifications for the entire length of the project. For an additional fee, bid documents may be divided into separate packages for different parts of the project, to be bid as separate projects on different time schedules. Plans will not illustrate all portions of the project area, but will focus on detailing of feature areas and typical improvements for a regular section of the bike trail. Note that we are not including Irrigation Plans in our scope, on the assumption that irrigation improvements will be installed by City staff. We will coordinate with staff as necessary where irrigation may be impacted by site improvements.

- A. Demolition Plans designating existing trees, plants, paving, and other items to be removed, and indicating existing trees and other elements to be protected in place without damage.

- B. Construction Plans for feature areas (rest areas/ mini parks, shade structures, bike repair stations, monuments, etc.), new access paths, and other construction items.
- C. Planting Plans for feature areas where trees/ plants will be added, as well as new buffer planting at private back yards, southern school perimeter, erosion control areas, and other locations to be identified. General planting upgrades for 2-3 typical sections of bike trail will also be included. Plans to designate tree and plant species, location, size, and quantities.
- D. Detail sheets with Construction and Planting details illustrating proper installation methods for hard-scape elements, site amenities, plant materials, and trees included in the project.
- E. List of plant materials including quantities, species, and container sizes, to be installed but locations not specifically shown on the plans, to be placed in the field.
- F. Technical specifications in City format for all work items included in the project.
- G. Cost estimates at designated submittal points for installation of all improvements based on materials and quantities called out on the construction drawings. Include final bid item descriptions and quantity calculations for use on bid forms.
- H. Submit construction documents at 60%, 90%, and 100% completion points for review, comments, and approval; complete all required plan check corrections prior to issuance of final plans for bidding.
- I. Attend up to two (2) coordination meetings with City staff for drawing review and coordination during the Construction Document phase.

Products: Landscape Construction Drawings in AutoCAD (1"=20' scale), specifications in MS Word, cost estimates in Excel for decorative hardscape and landscape elements.

Phase 4: Construction Observation

Construction Observation services will be provided to augment the construction drawings, as described below. Construction observation/ administration services would be spread throughout the duration of project installation, including the following services:

- A. Respond to requests for information (R.F.I.'s) from the contractor throughout construction; issue memos or drawings as needed to answer questions or clarify plans/ specifications.
- B. Review contractor's material/ product submittals and samples for conformance to the plans and specifications.
- C. Make up to twelve (12) site visits during construction, to check correctness and quality of items, plant materials, and other construction items to be installed on the project. Site visits will also be used to locate plant materials in the field that are not shown in detail on the plans, working with the plant list included in the bid documents
- D. Hold a walk-through with the Contractor and City staff to observe the completed landscape and irrigation; provide a punch list of items to be completed or corrected.
- E. Attend a final walk-through at completion of the Contractor's 90-day maintenance period to make sure all punch list items have been completed, and all work installed is in good condition prior to the Contractor turning over the project to the City.

Products: Responses to Contractor's RFI's, reviewed/ marked-up submittals, field memos from site visits, punch list, final acceptance recommendations memo.

C. Fees

Fee for labor is based on a not-to-exceed amount of fifty-two thousand one hundred fifty dollars (\$52,150.00) for all tasks in Phases 1 through 4 described above. An additional allowance of three hundred fifty dollars (\$350.00) is requested to cover direct expenses, plus the services of a consulting Arborist to evaluate existing trees for five thousand dollars (\$5,000.00), for a total for all services and expenses of fifty-seven thousand five hundred dollars (\$57,500.00). See the fee breakdown enclosed. If any tasks or services are removed from the Scope of Services the fee will be adjusted accordingly. Invoices will be sent monthly based on percentage of completion; payment is requested within thirty days. Approved additional services, meetings or site visits not listed, revisions after final approval of construction drawings, and expenses beyond those identified in this proposal will be billed on a time and materials basis at a rate of \$140.00 per hour for a Principal Landscape Architect, \$90.00 per hour for Landscape Architect/Designer, \$70.00 per hour for Drafting/ CAD work, and \$50.00 per hour for clerical time. The agreement for services may be cancelled at any time at the request of either party upon payment for services already rendered.

D. Reimbursable Expenses

The following direct cost items are not included in the fee for labor, and will be charged at cost from the above estimated direct expense budget:

1. CAD plotting of preliminary and construction drawings for City submittals (not including bid sets).
2. Plotting, printing, photocopying, and other reproduction work for records and correspondence.
3. Mounting of preliminary plans and material photos on boards for Council and public presentation.
4. Mileage within Duarte will not be charged due to proximity of the project.

E. Information Requested from City

1. Current aerial survey plans for the Royal Oaks Bicycle Trail corridor, including locations of all elements that are visible outside of tree canopies.
2. Any available record drawings for utilities or adjacent street improvements that may affect landscape.

F. Schedule

Phases 1 through 3 may be completed within one hundred twenty (120) days, or as required to meet the City's schedule. Phase 4 will be performed in coordination with the construction schedule.

If you have questions or need additional information, please do not hesitate to contact us. If the above Scope of Services, fees, and conditions are acceptable, please provide a copy of the City's standard agreement including the above scope and fees. Thank you for the opportunity of working with you and City staff on this project; we look forward to seeing it through to completion.

Sincerely,

Anna Armstrong

Anna Armstrong
Principal Landscape Architect (CA Reg. L.A. #2293)

Richard Walker

Richard Walker
Principal Landscape Architect (CA Reg. L.A. #3478)

ARMSTRONG & WALKER, LANDSCAPE ARCHITECTURE						
280 Mel Canyon Road, Duarte, CA 91010 (629) 357-4599 email: armstrongwalker@gmail.com						
Royal Oaks Bicycle Trail Landscape Improvements, City of Duarte						
Buena Vista Avenue to Vineyard Avenue						
PROPOSED NOT-TO-EXCEED FEE BREAKDOWN January 10, 2024						
	PRINCIPAL	LAND ARCH	CAD TECH	CLERICAL		
TASK	\$140.00/HR	\$90.00/HR	\$70.00/HR	\$50.00/HR	SUBTOTAL	TOTAL
Phase 1: Schematic Design						
A. Initial meeting w/ City staff to review design direction, materials, budget, & background plans	2.0	2.0	0.0	0.0	\$ 460.00	
B. Observe & evaluate existing trees in trail corridor	4.0	8.0	5.0	1.0	\$ 1,680.00	
C. Site visits to observe & note existing landscape context, note items not on survey	8.0	8.0	6.0	0.0	\$ 2,260.00	
D. Coordinate w/ City staff & Council to develop design criteria for median landscape	2.0	3.0	1.0	1.0	\$ 670.00	
E. Develop sketch-level conceptual design concepts & plant palette	6.0	12.0	8.0	2.0	\$ 2,580.00	
F. Preliminary cost estimates based on conceptual designs	1.0	2.0	3.0	1.0	\$ 580.00	
G. Conceptual design review/ coordination meeting w/ City staff	2.0	2.0	0.0	0.0	\$ 460.00	
H. Incorporating City staff direction, develop schematic drawings w/ design & materials/ products, for presentation to City Council	4.0	10.0	20.0	2.0	\$ 2,960.00	
Fee for Phase 1						\$ 11,650.00
Phase 2: Design Development						
A. Incorporate City staff & Council input to develop a clear design concept, prepare illustrative color exhibits w/ typical median treatment & photo boards showing hardscape & plant materials	4.0	12.0	24.0	1.0	\$ 3,370.00	
B. Updated cost estimate for preferred design, for staff & Council review	1.0	2.0	3.0	1.0	\$ 580.00	
C. Attend up to 3 Council, commission, and/or community meetings, & up to 3 coordination meetings w/ City staff in addition to those listed as separate tasks	12.0	12.0	0.0	0.0	\$ 2,760.00	
D. Refine/ modify final preliminary design incorporating City input, update for final approval	2.0	6.0	8.0	1.0	\$ 1,430.00	
E. 1 meeting to review final design, plant palette, hardscape materials prior to CD's	2.0	2.0	0.0	0.0	\$ 460.00	
Fee for Phase 2						\$ 8,600.00
Phase 3: Construction Documents - 60%, 90%, 100%, & final submittals						
A. Demolition Plans designating all items to be removed	3.0	10.0	24.0	2.0	\$ 3,100.00	
B. Construction Plans for site amenities, products & materials	4.0	24.0	48.0	2.0	\$ 6,180.00	
C. Planting Plans	3.0	24.0	48.0	2.0	\$ 6,040.00	
D. Detail sheets for site features, amenities & planting	2.0	12.0	24.0	0.0	\$ 3,040.00	
E. List of plant materials not shown on plans, to be located in the field	1.0	4.0	2.0	2.0	\$ 740.00	
F. Technical specifications in City format	2.0	4.0	0.0	4.0	\$ 840.00	
G. Itemized cost estimates w/ bid item descriptions & quantities	2.0	2.0	3.0	3.0	\$ 820.00	
H. Plan check submittals & revisions as necessary	4.0	8.0	12.0	2.0	\$ 2,220.00	
I. 2 coordination meetings w/ Engineer and/or City staff	4.0	4.0	0.0	0.0	\$ 920.00	
Fee for Phase 3						\$ 23,900.00
Phase 4: Construction Observation						
A. Respond to Contractor RFI's during construction	4.0	8.0	0.0	2.0	\$ 1,380.00	
B. Review submittals and samples for conformance to construction documents	3.0	8.0	0.0	3.0	\$ 1,290.00	
C. 12 site visits during construction to check materials & installation, spot plants, field reports	12.0	24.0	0.0	3.0	\$ 3,990.00	
D. Walk-through and punch list at completion of construction	2.0	4.0	0.0	2.0	\$ 740.00	
E. Final walk-through following contractor's maintenance period	2.0	3.0	0.0	1.0	\$ 600.00	
Fee for Phase 4						\$ 8,000.00
TOTAL FEE FOR PHASES 1 - 4						\$ 52,150.00
Allowance for Reimbursable Expenses**						\$ 350.00
TOTAL COST FOR PHASES 1 - 4						\$ 52,500.00
*Additional allowance for consulting Arborist services; may be necessary if significant problems are identified related to specific trees.						\$ 5,000.00
TOTAL FOR ALL SERVICES INCLUDING ARBORIST						\$ 57,500.00

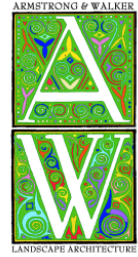
**Includes production of color-rendered design & materials exhibits, plotting up to 3 sets of construction drawings for review/ coordination. No mileage fees will be charged for travel within the City of Duarte.						
Assumption						
CAD files of current aerial survey for all project areas will be provided by the City, including all available utility locations.						

ARMSTRONG & WALKER, LANDSCAPE ARCHITECTURE

280 Mel Canyon Road, Duarte, CA 91010

(626) 357-4599

Email: armstrongwalker@gmail.com



FIRM DESCRIPTION

Armstrong & Walker formed in 1991 to provide complete landscape architectural design, construction document preparation, and construction observation services, as well as plan checking and design review, site planning, and habitat restoration. The company is a general partnership of Anna Armstrong and Richard Walker, both licensed landscape architects in the State of California, with one office location in Duarte, Los Angeles County. The firm's experience on many different types of projects, including recreational, commercial, residential, institutional, and public agencies, results in a capable and professional team. Specific areas of Armstrong & Walker's expertise include:

- Landscape design using plant materials that are attractive, low maintenance, and drought resistant per water conservation ordinances, while resulting in a functional and aesthetically pleasing landscape.
- Irrigation design to meet client needs and municipal requirements, resulting in automatic irrigation systems that conserve water while keeping plants healthy, are simple to maintain, and meet requirements for vandal resistance, public safety, central control, weather and moisture sensing, and other water conservation technology.
- Hardscape design to provide safe access, meet ADA requirements, work with grading and drainage patterns, and aesthetically express a project's design themes. Also, detailing of site features such as low walls, steps/ ramps, fencing, shade structures, play equipment, water features, decks, picnic and patio areas, decorative paving, etc.
- Design and construction drawings for streetscape projects including median islands, plazas, entry monuments, signage, parkways, street trees, pedestrian paving, and site furnishings. Each design strives to capture and enhance the unique qualities of a neighborhood to create an attractive and recognizable image, and fulfill functional requirements such as traffic and pedestrian safety and visibility, ease of maintenance, and water conservation.
- Site planning for public and private projects such as parks, school and church campuses, office complexes, housing developments, and transportation centers. Factors in developing a site plan include topography, vegetation, climate, existing and proposed building locations, sizes, and functional relationships, circulation patterns, parking and open space requirements, local zoning, aesthetic quality, safety and security, budget, and phasing.
- Park and recreation planning for public and private facilities, from assessment of community needs through public outreach, coordination with organized recreation and school districts, and progressing through design, construction documents, and construction observation. Completed projects include upgrades of existing and construction of new parks, sports fields, playgrounds, natural recreation areas, camps, schools, and other facilities.
- Revegetation and habitat restoration of disturbed sites, such as mining/sand and gravel operations, pipeline, flood control channels, or utility corridor installation. Research is done on the area's natural plant community prior to the disturbance, and plans and specifications prepared to reestablish primary plant species. Several different planting techniques and maintenance procedures are considered, to ensure a high plant survival rate and discourage non-native species.
- Landscape design review and plan checking. Since many cities do not have full-time landscape architects on staff, assistance is provided to review landscape plans (including hardscape and irrigation) at the preliminary design and construction drawing stages. Drawings are checked for conformance to established city design standards, site-specific development guidelines, and industry best practices. Reports may include verbal input at design review meetings, checklists, or written reports of recommendations or conditions of approval, including sketches if appropriate. The intention is not to redesign the project for the submitting developer or architect, but to provide adequate guidance so they can bring it up to city standards and superior design quality.

PROFESSIONAL PROFILE

ANNA ARMSTRONG, LANDSCAPE ARCHITECT

Position: Principal Landscape Architect

Technical Expertise: Landscape design, construction documents, construction observation, site and recreation planning, design and plan review, written reports and guidelines.

Professional Experience: Anna Armstrong has over 30 years of experience in landscape architecture and planning, including management positions in two firms prior to beginning her own company in 1991, and being joined by Richard Walker. She has a strong knowledge of the project planning and development process, and has managed many projects from schematic design through construction administration. Her expertise includes coordination with clients, government agencies, and other consultants, cost estimating/project budgeting, project and construction administration, and facilitation of community meetings. She has strong writing skills and has completed many successful proposals, project reports, sections of Specific Plans, General Plan elements, and site-specific master plans. She is familiar with a wide range of plant materials, especially California native and drought tolerant plant species.

Credentials:

B.S., Landscape Architecture, California State Polytechnic University, Pomona

Licensed Landscape Architect #2293, California

California State Board consulting landscape architect and scorer for licensing exam

Part-time instructor, UCLA Extension, Theodore Payne Foundation for Native Plants, Cal Poly Pomona

Past President, Board of Directors, Girl Scouts - Mt. Wilson Vista Council

Key Relevant Projects (role on all projects was Principal or Project Manager):

Urban Design/Streetscape - Commercial district improvements in Arcadia, Glendora, Barstow, San Fernando, and Pasadena; landscaped street medians and streetscapes in Long Beach, Torrance, Montebello, Lynwood, Pomona, Whittier, West Hollywood, Gardena, Bell, Arcadia, and Pasadena (including locations in CalTrans rights-of-way); community plaza and bike path in Duarte; residential neighborhood improvements in Monrovia; parking district renovation in Arcadia; main sculpture plaza and grounds renovation at the Los Angeles Coliseum/Exposition Park for the 1984 Olympics.

Municipal & Institutional—Exterior Redesign for Water Conservation, Arcadia City Hall; Ontario International Airport expansion; Pomona Transit Center and Metrolink station; Norwalk Transit bus station; Sunset Demonstration Gardens at L.A. Co. Arboretum; school projects in Los Angeles, Cerritos, and Pasadena; new building at L.A. Valley College; municipal reservoir projects in 12 different cities; Library/City Hall improvements, City of Bell; 10-acre church campus in Glendora; site design for Western Medical Univ., Pomona.

Planning & Environmental Assessment – City-wide Median Islands Master Plan, City of Arcadia; Parks & Recreation Element of City General Plan, Lompoc; needs assessment studies and master planning for 6 Girl Scout camps and service centers in various locations; portions of an E.I.R. for a proposed 20 acre equestrian complex in Bakersfield.

Revegetation/California Native Landscape Design - Santiago & Silverado Canyon natural landscape restoration for sand & gravel plant in Orange County; stream restoration project at Canyon Park, City of Monrovia; Montrose and Mariposa Girl Scout Program Centers, Camp Lakota new Lodge/Dining Hall and Master Plan; native landscape and site restoration for various facilities at So. Cal. Gas Co. site in Alison Canyon, Los Angeles County.

PROFESSIONAL PROFILE

RICHARD WALKER, LANDSCAPE ARCHITECT

Position: Principal Landscape Architect

Technical Expertise: Landscape and irrigation design, construction documents, Autocad, construction observation

Professional Experience: Richard Walker has close to 30 years of experience in the field of landscape design, installation, and landscape architecture, including work with several noted landscape architectural firms in the Los Angeles area prior to joining Anna Armstrong in 1991. He has an extensive background in commercial, residential, and recreational landscape design, and has played an integral role in the management and production of design and construction documents for many such projects. His specific expertise is in the areas of construction detailing and irrigation design; he has completed irrigation designs and installation checks for a number of parks, schools, and municipal projects utilizing state of the art, water efficient equipment including central computer control, reclaimed water systems, solar powered controllers, and “smart” technology incorporating weather and soil moisture sensing.

Credentials:

B.S., Landscape Architecture, California State Polytechnic University, Pomona

M.A., Environmental Planning, California State University, Northridge

B.S., Natural Resources, Humboldt State University, Arcata, California

Licensed Landscape Architect #3478, California

California State Board consulting landscape architect for formulation of new Licensing Exam, and Master Grader for scoring of exams

Part-time instructor, U.C.L.A. Extension, Theodore Payne Foundation for Native Plants

Key Projects:

Urban Design/Streetscape - Streetscapes, landscaped medians, and entry statements in Gardena, Whittier, Arcadia, Torrance, Pomona, Palmdale and Lancaster (including locations in CalTrans rights-of-way); streetscape/traffic control project, Florence Ave., Bell; residential neighborhood improvements in Monrovia; parking district renovation, Arcadia.

Municipal & Institutional - Regional Transit Center and Metrolink station, Pomona; new elementary schools and school additions in Los Angeles, school renovation in Pasadena; new building at Los Angeles Valley College; Library/City Hall improvements, Bell; municipal reservoir projects in La Puente, Arcadia, Rancho Cucamonga, Inglewood, San Marino, Beverly Hills, and Pomona; grounds design for Episcopal Home for the Aged, Alhambra and First Step House, Huntington Beach; site design for the College of Osteopathic Medicine, Pomona

Parks & Recreation – New park projects in San Gabriel and Duarte, major park renovation projects in the cities of Arcadia and Monrovia; Camp Snoopy amusement park at Mall of America, Minneapolis; new attractions at Knott’s Berry Farm, Buena Park; Metropolis family entertainment complex, Henderson, Nevada; Rogersdale museum/entertainment center, Temecula

Revegetation/Drought Tolerant Landscape Design - Santiago & Silverado Canyon natural landscape restoration for sand & gravel plant in Orange County; native habitat restoration and Seven Oaks Dam, San Bernardino; landscape buffers for rock quarry and processing plants in Upland and Winchester, California; renderings for M.W.D. water conservation garden, Monterey Park.

Commercial - Large office building in Burbank; Business Park in Valencia; large shopping center redesign/renovation in Long Beach, commercial centers in Bell, San Gabriel, Alhambra, Rosemead, and LaVerne; new WalMart facilities in Redlands, Madeira, an Elk Grove, California.

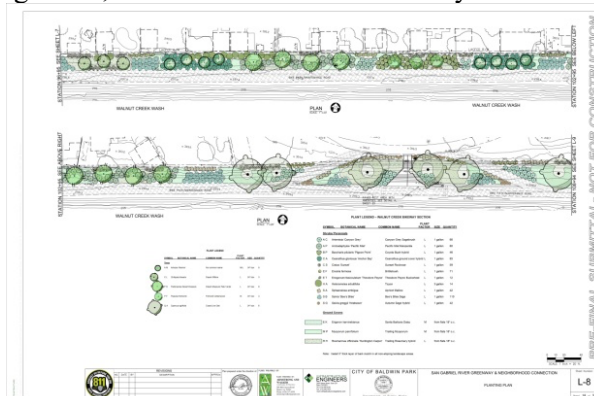
ARMSTRONG & WALKER, LANDSCAPE ARCHITECTURE
REPRESENTATIVE PROJECTS

1. Big Dalton Wash Bicycle Path, City of Baldwin Park – This exciting project is currently in the final plan approval stage, with bidding anticipated the first quarter of 2024 and construction completion by the end of the year. It incorporates route planning, multiple City, County, and Federal agency approvals, engineering, and landscape design to create a continuous upgraded bicycle path with multiple, easily identifiable entry/ rest points. Improvements include lighting and emergency call buttons for security, bicycle repair stations, drinking fountain/ hydration stations, interpretive signage, public art, tree planting for shade, and seating and landscaping at entry/ rest areas. The bike path runs adjacent to a flood control channel, and is intended to connect various City neighborhoods to the San Gabriel River bike trail and Walnut Creek Nature Park. In addition to improvements already funded, the project engineers and Armstrong & Walker assisted City staff in the final application for a California Natural Resources Administration grant to fund a series of mini-parks along the Big Dalton bike path, utilizing vacant lots and unused land belonging to various agencies. If successful, this grant could result in a new level of connected recreation resources for City residents, encouraging bike riding, walking, picnicking, and other healthy outdoor activities. The mini-parks also will feature all California native planting, to demonstrate reduced water usage and function as a network for urban wildlife habitat.



ENTRY POINT/ REST AREA AT BIG DALTON BICYCLE PATH

2. San Gabriel River Bicycle Path, City of Baldwin Park – Concurrently with the Big Dalton bike path project, the City received funding to develop a new bicycle/ walking path running north-south along the east bank of the San Gabriel River, with Ramona Avenue as the starting point, extending south of the 10 freeway and turning east to connect with Walnut Creek Nature Park. The north-south portion of the trail is also a Southern California Edison transmission tower right-of-way, so the project had to meet the requirements and restrictions of that utility as well as Los Angeles County Flood Control, Los Angeles County Parks and Recreation, and U.S. Army Corps of Engineers. Despite these limitations, Armstrong & Walker coordinated with the project civil engineers to provide greening along the full extent of the bike path, utilizing native plant species and water-conserving irrigation technology. Landscape includes erosion-control planting on slopes, buffer planting where residences back up to the trail, trees for shade, enhanced entry points, and habitat enhancement. The project is verging on final approval of all agencies, and construction is tentatively scheduled for 2024.



PLAN VIEW OF SAN GABRIEL RIVER BIKE PATH PLANTING DESIGN

3. Los Flores Boulevard Median Island/Walking Path, City of Lynwood – Redesign of a two-way street with 25' wide median islands, through a dense residential neighborhood and serving an elementary school. Medians were used as a “mini-park” by local residents, but also for overflow parking and a school drop-off zone, resulting in broken irrigation and dead lawn. Following a neighborhood meeting and City staff input, project engineers designed street and traffic improvements, and Armstrong & Walker redesigned the medians to include a looped walking path, safe access to crosswalks, dry stream for storm water capture and percolation, sub-surface drip irrigation, and low water-use, low profile landscape for traffic visibility. Existing mature trees were incorporated into the design and new flowering trees added for color. The project was successfully completed in 2016 within the projected schedule and budget.



LANDSCAPE CONCEPT PERSPECTIVE



COMPLETED PROJECT

4. Huntington Park Greenway Linear Park, City of Huntington Park – The City of Huntington Park obtained permission and a State grant to develop a Los Angeles Department of Water and Power right-of-way into a passive park, stretching for ten blocks through underserved residential neighborhoods. The park incorporates a required maintenance road that doubles as a bike trail, and features a decomposed granite walking path, outdoor exercise stations, play structures for different ages of children, picnic areas, a dry stream/ bioswale for storm water capture and percolation, a small outdoor amphitheater/ gathering space utilizing boulders for seating, a spiral meditation walk comprised of decomposed granite and native grasses, shade trees, and other amenities. The design incorporates many L.A.D.W.P. restrictions on improvements allowed under the power line corridor, and meets grant requirements for the use of a California native plant palette to create urban habitat and demonstrate water conservation and alternatives for traditional lawn. Park design and construction documents were produced jointly by Armstrong & Walker and the project civil engineers on a fast-track schedule due to grant requirements, and construction was successfully completed in 2020.



PLAN VIEW OF ONE BLOCK, GREENWAY LINEAR PARK

5. Royal Oaks Dr. Pedestrian Improvements/Beautification, City Of Duarte - Working with a local architect, Armstrong & Walker developed design and construction documents for improvement of a 3/4-mile landscape corridor located between a busy street and heavily used bike/ walking/ equestrian trail. Project elements included new sidewalk and wheelchair ramps, stairway access to the bike trail, enhancement of a historic pedestrian bridge, white rail safety fencing, protection of existing oak trees, new sub-surface automatic irrigation, and planting that is colorful, low profile to allow visibility, erosion controlling, and low water use. The project was constructed in 2004, and has provided improved safety and beautification of this busy corridor for pedestrians, bicyclists, equestrians, and vehicles.

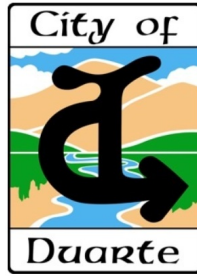


COMPLETED ROYAL OAKS PEDESTRIAN IMPROVEMENTS

6. Community Plaza, City Of Duarte - Armstrong & Walker completed design and construction documents for Duarte Community Plaza project across the street from City Hall, to meet the City's goal of providing a venue for community events. Features include an equestrian statue of City ancestor Andres Duarte, fountain, seat walls, paved areas with brick bands and tree wells, colorful planting, ADA ramps, lighting, and screen walls separating the plaza from nearby homes. The project was built in 2009.



COMPLETED DUARTE COMMUNITY PLAZA



ITEM: 10.B

Approval of Royal Oaks Annexation Agreement

Recommended Action:

Attachments:

[10B - Staff Report - Royal Oaks Annexation Agreement.pdf](#)



Agenda Item:	_____
CM Review:	BCV
Fiscal Review:	JLP

AGENDA REPORT

MEETING DATE: January 23, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney

SUBJECT: Pre-Annexation Agreement between HumanGood SoCal dba Royal Oaks Retirement Community and the City of Duarte and direction for support or opposition of HumanGood SoCal’s annexation application.

RECOMMENDATION: It is recommended that the City Council approve or disapprove the Pre-Annexation Agreement with HumanGood SoCal (“HumanGood”) relating to their annexation application to the Local Agency Formation Commission for the County of Los Angeles (LAFCO) requesting the annexation to the City of Duarte of the territory encompassing Royal Oaks Retirement Community. It is further recommended that the City Council direct staff to prepare a letter in support or opposition of HumanGood’s annexation application before LAFCO.

FISCAL IMPACT: Approval of the Pre-Annexation Agreement has no fiscal impact on the City as expenses related thereto shall be reimbursed by HumanGood. Denial of the Pre-Annexation Agreement will have a fiscal impact on the City for funds already expended as well as any future expenses relating to the support or opposition of HumanGood’s annexation application. The total future costs to the City may be minimal or significant, depending on future City Council direction.

BACKGROUND

November 14, 2023, Special City Council Meeting Workshop

At the November 14, 2023, Special City Council Meeting, the City Council held a workshop to review a presentation by staff, take public comments, and deliberate on the potential annexation of the Royal Oaks Retirement Community (“RORC”), owned and operated by HumanGood SoCal (“HumanGood”), into the City. At that time, the City Council directed staff to enter into discussions with HumanGood for a pre-annexation agreement that would “make the City whole” regarding expenditures of City time and other costs relating to HumanGood’s annexation application with the Local Agency Formation Commission for the County of Los Angeles (LAFCO).

City staff held multiple meetings with HumanGood, and they have agreed to the attached Pre-Annexation Agreement as well as the payments related thereto.

DISCUSSION

The Pre-Annexation Agreement requires HumanGood to make certain payments to the City, including its consultants and City Attorney's Office, for expenses relating to the City's processing and support of HumanGood's annexation application with LAFCO. The primary terms of the agreement are as follows:

- If the annexation is completed, the City retains all land use and permitting authority over the annexed area for any future development or expansion.
- HumanGood will make the following payments to the City to compensate the City of expenditures relating to the annexation application:
 - The total cost of the professional services agreement with Rincon Consultants, Inc. for California Environmental Quality Act services, including contingency costs;
 - All City staff and City Attorney time expended relating to the annexation application, including research, analysis, meetings, and workshops dating back to June 5, 2023.
 - Payment for all future expenses relating to the continued processing of the annexation application.
 - All unused funds shall be refunded to HumanGood.
- HumanGood will indemnify the City for actions relating to the City's support of the annexation application.

RECOMMENDATION

It is recommended that the City Council approve or disapprove the Pre-Annexation Agreement with HumanGood relating to their annexation application to LAFCO requesting the annexation to the City of Duarte of the territory encompassing RORC. It is further recommended that the City Council direct staff to prepare a letter in support or opposition of HumanGood's annexation application before LAFCO.

FISCAL IMPACT

Approval of the Pre-Annexation Agreement has no fiscal impact on the City as expenses related thereto shall be reimbursed by HumanGood. Denial of the Pre-Annexation Agreement will have a fiscal impact on the City for funds already expended as well as any future expenses relating to the support or opposition of HumanGood's annexation application. The total future costs to the City may be minimal or significant, depending on future City Council direction.

ATTACHMENTS

1. Pre-Annexation Agreement between the City of Duarte and HumanGood SoCal dba Royal Oaks Annexation

PRE-ANNEXATION AGREEMENT

by and among

**THE CITY OF DUARTE
a California Municipal Corporation,**

and

**HUMANGOOD SOCAL
DBA ROYAL OAKS RETIREMENT COMMUNITY
a California Nonprofit Corporation**

[Dated as of _____ for reference purposes only]

ARTICLE 1. PARTIES AND EFFECTIVE DATE

1.1 Parties. This Pre-Annexation Agreement ("Agreement") is entered into by and among (i) The City of Duarte (the "City"), a California municipal corporation and HumanGood SoCal dba Royal Oaks Retirement Community (the "Company"), a California nonprofit corporation. The City and the Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties." This Agreement is dated as of _____, for reference purposes only and will not become effective until the "Effective Date" defined in Section 1.2 below.

1.2 Effective Date. This Agreement will not become effective until the date ("Effective Date") on which all the following have occurred: (i) this Agreement has been approved by the Company, executed by its legally authorized officers, and delivered to the City; (ii) this Agreement has been approved by the City Council and executed by the City; and (iii) the deposits required by Section 3.2.2 Payment of City Fees and Costs, paragraphs (a), (d), and (e) are completed.

1.3 Property Owner Consent. The Company is the sole owner of the Property and has requested the City consider approving a sphere of influence amendment, general plan amendment, rezoning and annexation applications for the of the Property, as more fully discussed herein (collectively the "Annexation Application").

ARTICLE 2. RECITALS

2.1 The Company owns approximately 19 acres, designated as Assessor Parcel Number 8527-022-023 and more fully described in the legal description attached hereto as Exhibit "A" (the "Property") and incorporated herein by reference. The Property comprises an unincorporated island area of the County of Los Angeles, California (the "County"). Currently the Property is located within the City of Bradbury's sphere of influence but the Annexation Application would include an amendment to the City's sphere of influence to add the Property. The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, codified in the California Government Code Sections 56000 *et seq.*, favors the annexation

of unincorporated island areas so as to encourage the orderly and efficient provision of municipal services. Specifically, California Government Code Section 56375.3 encourages cities to pursue annexation of unincorporated island properties.

2.2 The Property includes a developed community of age-restricted housing, developed under prior entitlements. While not presently proposed, if the Company elects to expand or modify the Property in the future, and assuming the City proceeds with annexation of the Property, the Company would be required to submit and process any development applications through the City.

2.3 The purpose of this Agreement is to outline the process by which the City will work with the Company to review and process the Annexation Application. If the City elects to proceed with the Annexation Application, subsequent proceedings through LAFCO are required to review and consider finalizing the formal annexation of the Property into the City. The Company has submitted an application to LAFCO for the annexation of the Property to the City referenced as Royal Oaks Annexation to the City of Duarte (No. 2023-07) (the “LAFCO Application”).

2.4 The City recognizes the benefit of local land use authority and control over properties that are immediately adjacent to the existing City boundaries. Annexation of the Property would allow the City to exercise local control over any post-annexation development which may occur at the Property.

2.5 This Agreement also outlines the process and procedures for the City to review and consider the Company’s Annexation Application, including all required fees and costs incurred in conjunction with the City’s review and consideration process. Further, this Agreement includes a process for the payment of all third-party consulting costs incurred during the processing of the Annexation Applications under the California Environmental Quality Act (“CEQA”). Final action on the Annexation Application will not be taken unless all CEQA requirements are completed.

2.6 After hearing from members of the public and thorough consideration of the benefits relating to a potential annexation of the Property at the November 14, 2023, special meeting workshop, the City Council directed City staff to develop and bring to the City Council for consideration a pre-annexation agreement with the Company which requires the Company to pay for all costs and fees associated with the Annexation Application and LAFCO Application, including, but not limited to, any and all third-party consulting costs related to CEQA review.

2.7 At the January 23, 2024, City Council meeting, the City Council heard public testimony regarding the Annexation Application and LAFCO Application, reviewed and considered this Agreement and the exhibits contained herein, and determined that entering this agreement would be for the public benefit.

NOW, THEREFORE, in consideration for the promises and mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 3. TERMS

3.1 City Obligations.

3.1.1 Consent To Annexation. The City hereby consents to processing the Annexation Application for the Property as well as the timely processing and consideration of the pre-zoning and General Plan Amendments required for the completion of the Annexation Application.

3.2 Company Obligations.

3.2.1 Pursue Annexation. The Company shall continue to diligently pursue the approval of the Annexation Application and the LAFCO Application. The Company, its agents, employees and consultants will cooperate in good faith with City staff to answer any questions and provide any information necessary to further the City's processing of the Annexation Application and LAFCO's processing of the LAFCO Application.

3.2.2 Payment of City Fees and Costs. The Company shall pay City all of City's costs and expenses pertaining to the annexation of the Property as detailed in this Agreement. The Company further agrees to pay the cost of any other regulatory activities pertaining to the annexation of the Property.

The Company shall deposit the following into the City's deposit account as of the dates outlined herein. Any failure by the Company to comply with the deposit requirements of this Agreement may result in the stoppage of all City work, including that of City's attorneys, staff, and consultants, relating to the annexation.

- (a) At the execution of this Agreement: **SIXTY-THOUSAND DOLLARS (\$60,000.00)** for the initial engagement of Rincon Consultants, Inc. for CEQA services related to the annexation in accordance with the written scope of work and estimate dated December 11, 2023, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("First Payment").
- (b) May 1, 2024: **FIFTY-THREE THOUSAND, FIVE HUNDRED AND SIXTY-THREE DOLLARS (\$53,563.00)** for the continued engagement of Rincon Consultants, Inc. for CEQA services as described in paragraph (a) ("Second Payment"). The First Payment and the Second Payment will be collectively referred to as the "Rincon Payments."
- (c) When requested by the City: **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** for contingency relating to CEQA services if 80% of the Rincon Payments have been expended and the City determines, in consultation with the Company, that the costs for the CEQA services will exceed the Rincon Payments.
- (d) Within 10 days of receiving an accounting provided by the City after execution of this Agreement: All City staff and City's attorney time related to the preparation of this Agreement and research, analysis, meetings, and workshops involving this Agreement, the Company's Annexation Application, and the LAFCO Application taken place prior to or after the

Effective Date of this Agreement. In no event shall the reimbursement for City's attorneys and staff time be for occurrence prior to June 5, 2023. The City shall provide a general description of work as well as the times, dates, and costs in its accounting to the Company.

(e) At the execution of this Agreement: **TWENTY THOUSAND DOLLARS (\$20,000)** for ongoing City staff and City's attorney time related to the Annexation Application and the LAFCO Application.

This Agreement shall not become effective until the amounts required in paragraphs (a), (d), and (e) have been deposited into the City's account.

The City and Rincon Consultants, Inc. shall provide to the Company an accounting of the work relating to the CEQA services, this Agreement, the Annexation Application, and the LAFCO Application, including a general description of the work, times, dates. The City may provide this accounting to the Company within 30 days of a request by the Company.

Any unused funds deposited into the City's account by the Company shall be refunded to the Company within 45 days after a final accounting of the use of such funds is provided by the City to the Company and reviewed by the Company.

3.2.3 Indemnity. Company agrees to indemnify, defend, and hold harmless City and its elected and appointed boards, commissions, officers, agents, and employees from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise from, or pertain to, the City's consideration of this Agreement, the City's processing and consideration of the Annexation Application, any actions by the City to support the LAFCO Application and all related agreements and permits pertaining or related to the Property in furtherance of this Agreement, the Annexation Application and/or the LAFCO Application. The City shall immediately provide Company with notice of the pendency of any such action and request that Company defend such action. If

Company fails to do so, City may defend the action and Company shall pay the cost thereof.

3.2.4 Landscape and Lighting Maintenance District. Company agrees to annex the Property into the City's Landscape and Lighting Maintenance District ("LLMAD") in accordance with the procedural legal requirements (including but not limited to the requirements of Article XIII D of the California Constitution and the Landscaping and Lighting Act of 1972) for the annexation of the Property into the LLMAD. The annexation of the Property into the LLMAD shall include annexation into the LLMAD's applicable Arterial Landscaping Zone, Local Landscaping Zone, Arterial Lighting Zone, Local Lighting Zone, and Traffic Signal Zone. The annexation shall include approval of assessments up to the maximum amount of the allowable assessment, including a yearly increase based on CPI.

ARTICLE 4. ANNEXATION

4.1 Timing. The City shall diligently process the Annexation Application. If the City approves the Annexation Application, the City and the Company will forward that approval to LAFCO for use in the LAFCO Application review and consideration process. If the LAFCO Application is approved, the Property shall be automatically annexed into the City.

ARTICLE 5. DAMAGES

5.1 Remedies. In the event of any breach of this Agreement, the non-breaching party shall have the right to pursue against the breaching party any and all remedies that are available at law or at equity for breach of a contractual obligation, provided however, that in no event shall Company have the right to sue City or any City officials, employees, contractors or agents for damages or monetary relief arising out of City's default of its obligations set forth in this Agreement, the Parties agreeing that declaratory and injunctive relief shall be Company's sole and exclusive judicial remedy. The prevailing party in any such litigation shall be entitled to its attorneys' fees and costs.

ARTICLE 6. GENERAL PROVISIONS

6.1 Duration. This Agreement shall be effective on the date it is executed by both Parties and shall remain in effect until the later of (a) all of the obligations of the Parties contained herein are satisfied, or (b) the tenth (10th) anniversary of the Effective Date ("Anniversary"). If the annexation is not recorded by the Anniversary, LAFCO may record the annexation. Obligations that will continue until satisfied or in perpetuity include but are not limited to the indemnity obligation in Section 3.2.4.

6.2 Attorneys' Fees. In the event that any Party brings any legal action to interpret or enforce any provision of this Agreement, the prevailing Party in that action shall be entitled to receive, in addition to all other available relief, costs of litigation and reasonable attorneys' fees, including expert witness fees, costs, and fees incurred on appeal and in enforcing any judgment which may be rendered on the underlying action.

6.3 No Third Party Beneficiaries. Except as provided by Section 6.11, the City and the Company expressly acknowledge that they do not intend, by their execution of this Agreement, to benefit any person or entities not signatory to this Agreement. Except as provided by Section 6.11, no person or entity not a signatory to this Agreement will have any rights or causes of action against the City or the Company, or any combination thereof, arising out of or due to the City's or the Company's entry into this Agreement.

6.4 Governing Law. This Agreement shall be interpreted and enforced in accordance with the provisions of California law, without regard to conflicts of laws. Any litigation shall be held in a court of competent jurisdiction located in Los Angeles County, California.

6.5 Notice. Unless otherwise permitted by this Agreement, all notices to be given shall be in writing and may be made by e-mail with a physical copy made via personal delivery, certified mail, or postage prepaid and return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Receipt will be deemed made as follows: notices delivered

personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on receipt or rejection.

If to the City:

City of Duarte
c/o City Manager
1600 Huntington Dr.
Duarte, CA 91010
bvillalobos@accessduarte.com

With a Copy to:

Rutan & Tucker, LLP
c/o Thai Viet Phan
18575 Jamboree Rd., 9th Floor
Irvine, CA 92612
tphan@rutan.com

If to the Company:

HumanGood SoCal
c/o Andrew Smith
1763 Roya Oaks Dr. N.
Duarte, CA 91010
Andrew.smith@humangood.org

With a Copy to:

Lewis Brisbois Bisgaard & Smith
c/o Kelly Alhadeff-Black
3 Better World Circle, Suite 100
Temecula, CA 92590
Kelly.Black@lewisbrisbois.com

6.6 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements, either written or oral, express, or implied.

6.8 Further Acts. The Parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

6.9 Waiver. The failure of any Party to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or any Party 's waiver of any breach hereunder unless in writing, shall not relieve any other Party of any of obligations hereunder, whether of the same or similar type. The foregoing shall be true whether the waiving Party 's actions are intentional or unintentional.

6.10 Authorization to Execute. The signatories to this Agreement warrant that they have been lawfully authorized by their respective Parties to execute this Agreement on their behalf. Upon request, the Company shall deliver to the City a copy of the necessary corporate resolutions or other authorizing documents evidencing the signatories ' legal authority to execute this Agreement.

6.11 Binding On Heirs, Successors and Assigns. The benefits and obligations described herein will inure to the benefit of and be binding upon the Company and any assignee or successor in interest of the Company to the Property, the City and its respective heirs, successors, grantees, transferees, and permissible assigns.

6.12 Warranties and Representations. The Company represents and warrants to the City that the Company has a valid and enforceable option to acquire the Property, and has due authority to enter into this Agreement. Furthermore, the individuals signing this Agreement on behalf of Company are authorized to sign on Company's behalf.

6.13 Severability. If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership, or corporation is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

6.14 Compliance with Other Rules and Regulations. The Company and its Successors shall comply with all other applicable rules and regulations of the City, the County, and all other public agencies having jurisdiction over the Property. This Agreement does not abrogate, limit, or modify any other of the City's rights which are provided by common law, statute, ordinance, or regulation.

6.15 Lack Of Annexation. Nothing in this Agreement shall be construed as limiting the authority of the Parties or LAFCO to elect not to proceed with the Annexation Application or the LAFCO Application. If one or more of the Parties determine not to pursue the Annexation Application or the LAFCO Application the Parties are not bound by the obligations of this Agreement and the Parties retain any of their respective pre-existing rights pertaining to the Property and the City. In the event that the Parties decide not to pursue the Annexation Application or the LAFCO Application, the Company shall ensure prompt payment of any outstanding invoices for fees and costs and expended by the City and its staff consultants with respect to the Annexation Application and the LAFCO Application.

6.16 Assignment. Company may not assign this Agreement or any interest in it without the prior written consent of the City, which consent shall not be unreasonably withheld.

THE CITY OF DUARTE, a California municipal corporation By: Vinh Truong, Mayor Attest: Annette Juarez, City Clerk Approved as to Legal Form: Thai Viet Phan, City Attorney	HumanGood SoCal dba Royal Oaks Retirement Community, a California nonprofit corporation By: Andrew Smith, Executive Director
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Exhibit A

Legal Description of the Property

EXHIBIT A
LEGAL DESCRIPTION
ANNEXATION NO. 2023- 07
FROM THE COUNTY OF LOS ANGELES TO THE CITY OF DUARTE

1 THOSE PORTIONS OF LOTS 2, 6 AND 7 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 10
2 WEST, SAN BERNADINO BASE AND MERIDIAN, OF THE SUBDIVISION OF THE RANCHO
3 AZUSA DE DUARTE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
4 MAP RECORDED IN BOOK 6, PAGES 90 TO 82 INCLUSIVE OF MISCELLANEOUS
5 RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED
6 AS A WHOLE AS FOLLOWS:

7
8 **BEGINNING** AT SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS
9 "SOUTH 00°30'05" EAST, 556.56 FEET" ON THE EXISTING GENERAL SOUTHERLY
10 BOUNDARY LINE OF THE CITY OF BRADBURY AS ADOPTED BY RESOLUTION OF THE
11 LOS ANGELES COUNTY BOARD OF SUPERVISORS JUNE 4, 1957 AND FILED BY THE
12 SECRETARY OF STATE JULY 26, 1957;

13
14 THENCE ALONG SAID EXISTING GENERAL SOUTHERLY BOUNDARY LINE THROUGH THE
15 FOLLOWING COURSES:

16
17 THENCE NORTH 00°30'49" EAST, 556.56 FEET;
18 THENCE NORTH 03°05'49" WEST, 333.66 FEET;
19 THENCE NORTH 66°12'29" EAST, 235.99 FEET;
20 THENCE NORTH 14°12'30" EAST, 303.79 FEET;
21 THENCE NORTH 42°39'10" EAST, 341.49 FEET TO THE BEGINNING OF A NON-
22 TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 61.00 FEET, A
23 RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 73°20'28" WEST;
24 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
25 65°22'59", A DISTANCE OF 69.61 FEET;
26 THENCE SOUTH 48°43'27" EAST, 155.40 FEET;
27 THENCE SOUTH 07°26'08" WEST, 323.97 FEET;
28 THENCE SOUTH 05°12'34" WEST, 95.56 FEET TO THE BEGINNING OF A TANGENT
29 CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 142.00 FEET;
30 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
31 25°32'54", A DISTANCE OF 63.32 FEET;
32 THENCE SOUTH 20°20'20" EAST, 71.26 FEET TO THE BEGINNING OF A TANGENT
33 CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 178.98 FEET;
34 THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
35 23°58'26", A DISTANCE OF 74.89 FEET TO THE BEGINNING OF A REVERSE CURVE,
36 CONCAVE WESTERLY AND HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE TO
37 SAID BEGINNING OF CURVE BEARS NORTH 45°41'14" EAST;
38 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
39 50°53'02", A DISTANCE OF 97.69 FEET TO THE BEGINNING OF A REVERSE CURVE,
40 CONCAVE EASTERLY AND HAVING A RADIUS OF 235.00 FEET, A RADIAL LINE TO
41 SAID BEGINNING OF CURVE BEARS NORTH 83°25'44" WEST;
42 THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
43 21°08'01", A DISTANCE OF 86.68 FEET;

**EXHIBIT A
LEGAL DESCRIPTION
ANNEXATION NO. 2023-
FROM THE COUNTY OF LOS ANGELES TO THE CITY OF DUARTE**

THENCE SOUTH 14°33'45" EAST, 15.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 755.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°25'33", A DISTANCE OF 216.45 FEET;
THENCE SOUTH 01°51'48" WEST, 344.37 FEET TO THE EXISTING NORTHERLY BOUNDARY LINE OF THE CITY OF DUARTE AS ADOPTED BY RESOLUTION OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS JUNE 18, 1957 AND FILED BY THE SECRETARY OF STATE AUGUST 22, 1957;

THENCE LEAVING SAID GENERAL EXISTING SOUTHERLY BOUNDARY LINE OF THE CITY OF BRADBURY AND ALONG SAID EXISTING NORTHERLY BOUNDARY LINE OF THE CITY OF DUARTE SOUTH 89°23'00" WEST, 719.11 FEET TO THE **POINT OF BEGINNING**

CONTAINING: 19.02 ACRES MORE OR LESS

AS SHOWN ON EXHIBIT "B " ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 03/16/2023



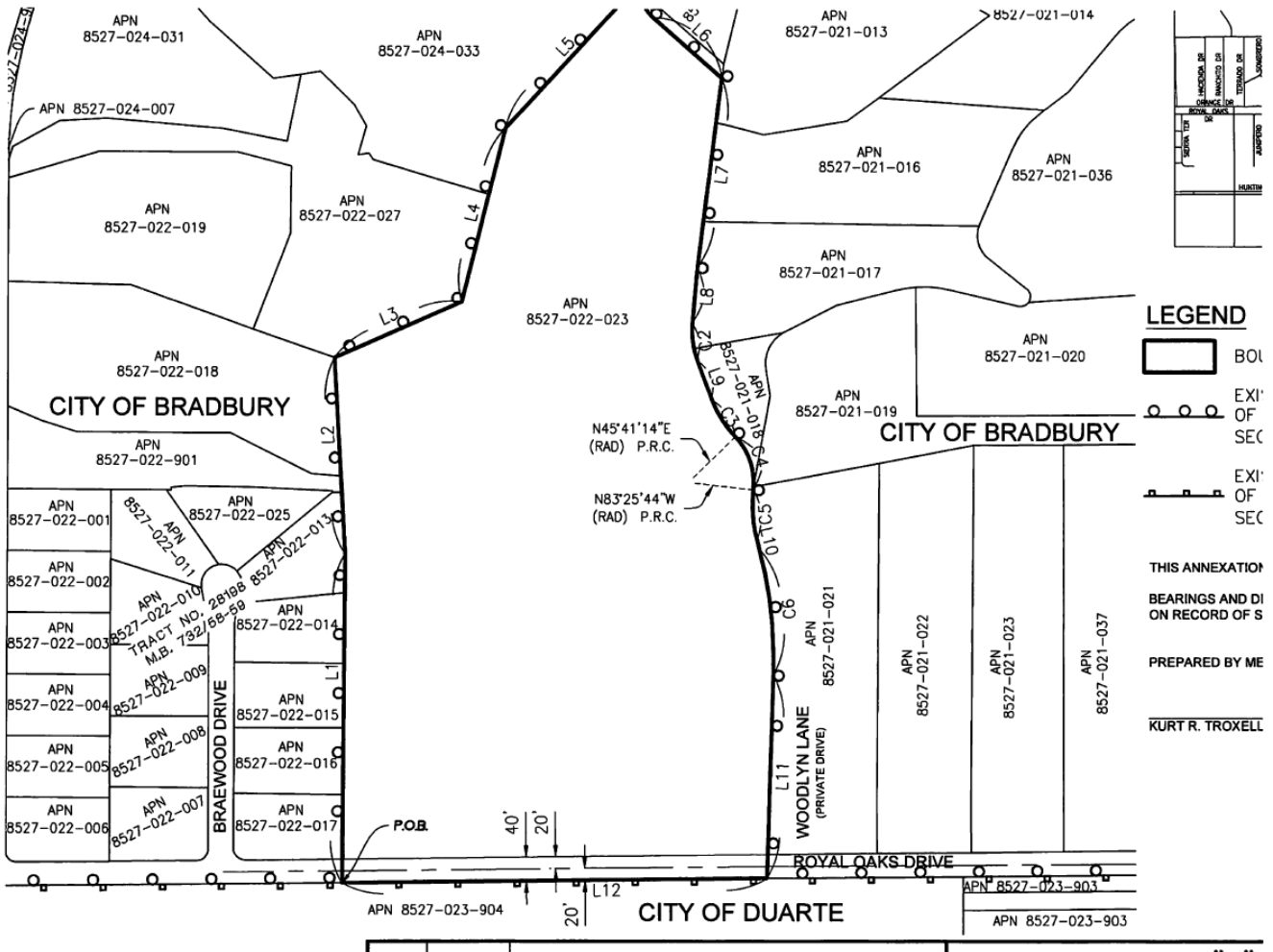


Exhibit B
Rincon Consultants, Inc. Professional Services Agreement

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and effective as of December 12, 2023 (“Effective Date”), by and between the CITY OF DUARTE (“City”), a California municipal corporation, and **Rincon Consultants, Inc., a California Corporation** (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “party” and collectively as the “parties.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to **prepare the necessary environmental documents and provide staff support in processing the general plan amendment and zoning tasks required for the annexation of the Royal Oaks property** as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence if (1) the Effective Date has arrived and (2) a Memorandum of Understanding is entered into between the City and HumanGood dba Royal Oaks Retirement Community for the payment of the costs and fees associated with this Agreement. The Agreement shall remain and continue in effect until **March 1, 2025**, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant **ONE HUNDRED AND THIRTEEN THOUSAND, FIVE HUNDRED SIXTY THREE DOLLARS (\$113,563)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, necessary additional work may be performed up to **TWENTY FIVE THOUSAND DOLLARS \$25,000**.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice

provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (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; or (d) e-mailing the notice to the e-mail addresses as set forth below:

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

If to Consultant: Rincon Consultants
 Attn: John Moreland
 250 East 1st Street, Suite 1400
 Los Angeles, California 90012

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

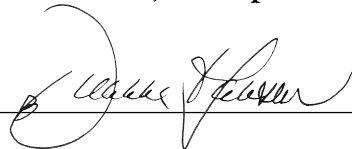
CITY OF DUARTE

CONSULTANT

**Rincon Cinsultants
Deanna Hansen, Principal**

Brian Villalobos, City Manager

Date: _____

By:  _____

Its: Principal _____

Date: January 12, 2024 _____

ATTEST

City Clerk

Date: _____

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

 _____
City Attorney, City of Duarte

Date: 1/8/24 _____

EXHIBIT A

Scope of Services

[Starts on Next Page]



Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842

December 11, 2023
Rincon Project No. 23-15440

Craig Hensley
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91008
Via email: chensley@accessduarte.com

**Subject: Proposal for Royal Oaks Property Annexation
City of Duarte, California**

Dear Mr. Hensley,

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist with implementing the annexation of the Royal Oaks property from unincorporated Los Angeles County into the City of Duarte. This proposal includes: (1) information about Rincon; (2) understanding of the assignment; (3) proposed work scope; and (4) proposed cost and timeline for completion of the work program.

About Rincon

Rincon is a multidisciplinary environmental science and planning consulting firm that provides quality professional services to government and industry. Our principal service is to provide planning and environmental compliance support to create and sustain innovative solutions to community, social, and environmental issues. Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, community engagement specialists, accredited LEED professionals, Geographic Information Systems (GIS) specialists, and graphic designers. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

We have 29 years of experience preparing zoning and subdivision ordinance updates and long-range planning documents, crafting a variety of objective design standard approaches, conducting public outreach, and presenting at public hearings for local government agencies. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create zoning solutions that are clear, contextual, implementable, and meets the needs of the community. Our approach to every project centers on the development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon's corporate culture focuses on providing planning consulting services in a manner that is beneficial to both the environment and our client's needs. Rincon is an extension of our client's team and functions with their best interests in mind. By managing each project with a focus on three primary objectives—economic efficiency, technical excellence, and sustainable approach—Rincon can provide superior service that efficiently and effectively meets the needs of our clients.

Legal Name:

Rincon Consultants, Inc.

Legal Form:

California "S" Corporation

Founded: 1994

Professional Staff: 400+

California Offices: 13

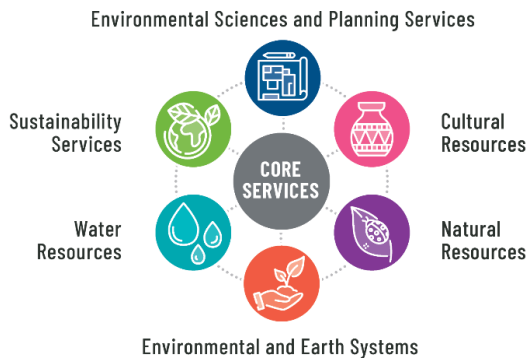
Core Values: Trusted, Fair,

Transparent, Accountable,
Disciplined, Entrepreneurial

Services

We have categorized our environmental consulting services into six core areas:

- Environmental Sciences and Planning Services
- Biological Resources
- Water Resources
- Cultural Resources
- Site Assessment and Remediation
- Sustainability Services



We also maintain a Geographic Information Systems (GIS) and Graphics Communications group to enhance our documents and support our data analyses for projects addressing issues in these service areas. The following is a summary of the services that Rincon provides.

Current Planning

Our approach to providing on-call planning services is based on our expertise in State and federal land use laws, including planning and zoning law (including Senate Bill (SB) 6 and Assembly Bill (AB) 2011, the Subdivision Map Act, Brown Act, and Permit Streamlining Act, and expertise we have gained through our extensive 29-year history of successfully executing on-call current planning services for numerous cities and counties throughout California. The breadth of our experience uniquely qualifies us to perform any number of planning-related tasks, from public counter services, processing complex and controversial entitlement applications, to temporarily filling management and executive-level roles. Our professional planners are experienced in both development review and interpreting a variety of long-range planning documents including general plans, zoning codes, specific plans, wireless ordinances, and objective design standards.

Rincon will provide a management team with knowledge of Duarte and a technical team with experience providing planning services for cities throughout California. Rincon's professional planners provide permit application processing and project management as "Dedicated Planners," acting as an extension of and under the direction of City staff. Our planners have experience managing the processing and review of development projects ranging from simple ministerial requests to complex discretionary actions. Rincon can bring projects from pre-application through consideration by City decision-makers and post-approval steps and can prepare draft and final planning documents, and staff reports. The project team is committed to staying informed of and implementing State laws and executing assignments as directed by City staff, while maintaining strong communication and accurate and organized project files. Our current planning activities include:

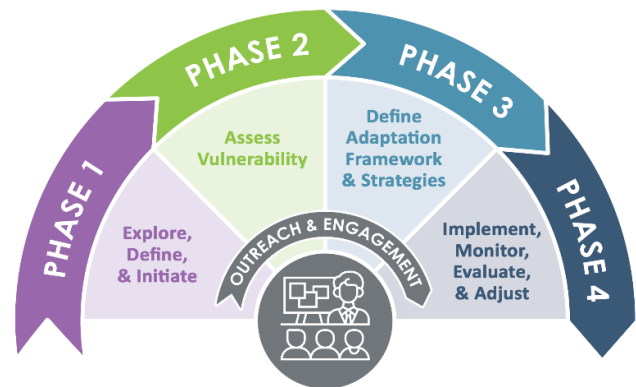
- Project and planning application completeness review for a variety of projects, ranging from master-planned or phased developments to wireless telecommunication and cannabis projects
- Architectural peer review and application of design standards
- Zoning, General and Area Plan analysis, including applicability of State density bonus law, to determine project conformance
- Preparation of staff reports for consideration by City Council and Planning Commission
- Attendance and presentation at City Council and Planning Commission hearings and public meetings

Advanced/Long-Range Planning

Our advanced planning team helps jurisdictions draft plans, policies, and programs designed to guide the community's physical design and development. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create a plan that is contextual and implementable while meeting the needs of the community. As with our current planning services, our approach to every project centers on the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Our planners are experienced in:

- Updating and implementing General Plans and Master Plans
- Preparing and updating Community Plans or Specific Plans
- Sustainability consulting, including climate action planning, climate action plan implementation, greenhouse gas emissions inventories and reduction targets, energy efficiency program planning and project review, etc.
- Updating Zoning Ordinances to improve and/or streamline the planning process and development standards
- Organizing community programs and outreach, including virtual and social media outreach
- Preparation of staff reports for review by City Council and Planning Commission
- Attendance and presentation at City Council and Planning commission hearings and public meetings



Key Staff

John Moreland, AICP, will be the Director in Charge. John is a new addition to the Rincon team, having formerly worked at KTGy where he oversaw a variety of zoning code update/specific plan and urban design projects. He brings over 18 years of experience in managing, processing, and coordinating entitlement and planning projects in over 80 jurisdictions throughout the western United States for both public and private sector clients. He is currently overseeing a comprehensive update to the City of West Covina Zoning Code, which includes a standalone objective design standards document. Using his extensive knowledge of development plans, entitlements, specific plans, environmental documents, and zoning code research he provides valuable insight to each of his projects. As a well-rounded professional, John's versatile expertise allows him to manage complex development projects including those that involve Specific Plans, general plan amendments, as well as zoning code amendments and design guidelines.

Jerry Hittleman, MURP, Senior Planner and Project Manager, will manage the project. Jerry has experience in urban planning and environmental consulting throughout California. Jerry held the City Planner position at the City of Oceanside and was a planner and environmental specialist at various public agencies and private firms prior to joining Rincon. Mr. Hittleman specializes in managing a variety long range and current planning projects, including but not limited to overseeing a team of planners in comprehensive and targeted zone code updates, housing element updates, and entitlement review and processing of projects for a wide range of development projects. He is integrally involved in Rincon's contract planning practice.

Susanne Huerta, AICP, will be responsible for preparation of the IS/ND. Ms. Huerta is a Director of Environmental Planner for Rincon's Environmental Sciences, Planning and Sustainability group responsible for managing and preparing environmental documents and technical impact analyses for a variety of projects. She has 16 years of experience conducting and preparing environmental analyses in accordance with the CEQA. Her experience includes a wide range of projects for residential, commercial, and community developments, utilities improvements and upgrades, and educational facilities. In recent years, she has prepared numerous streamlining documents for transit priority projects under Section 21155 and infill projects under Section 15183 of the CEQA Guidelines.

Project Understanding

The purpose of this scope of work is to provide assistance to the City of Duarte Planning staff for the following tasks related to annexation of the Royal Oaks property, currently in an unincorporated portion of Los Angeles County.

- Track and assist in processing Duarte's application to the County of Los Angeles Local Agency Formation Commission (LAFCO) to revise the City's sphere of influence revision to include the Royal Oaks property located at 1763 Royal Oaks Drive North.
- Assist City staff in processing a pre-zoning of the Royal Oaks property to an appropriate zoning category in conformance with Duarte Municipal Code Section 19.142.070.
- Concurrent to the pre-zoning process, Rincon staff will assist City staff in processing a General Plan Amendment for the Royal Oaks property to an appropriate general plan designation.
- Develop a new zone and general plan designation to allow for the use.
- Prepare an updated zoning map and general plan map based on the proposed annexation.
- Prepare an initial study/negative declaration (IS/ND) for the general plan amendment and pre-zone of the Royal Oaks property.

The scope of work assumes that a maximum number of hours could be devoted to this effort. Once these hours have been exhausted a change order would be needed to complete any outstanding tasks. Also, the number of hours within this scope of work is based upon Rincon's experience and expertise, taking into account a reasonable, likely course of action. Unforeseen or unusual circumstances that may occur could alter the scope of work and require further amendments. Should it be determined that updates or changes to the deliverables are required that are beyond the scope of hours assumed in this proposal, updates and revisions would be made on a time and materials basis in accordance with our standard fee schedule (attached), upon written authorization by the City.

Scope of Work

Task 1 Kick-off Meeting and Bi-weekly Meetings

Rincon will facilitate a kickoff meeting with the City of Duarte Community Development staff. The kickoff meeting will identify and confirm City staff and consultant roles and provide an opportunity to discuss refined schedule and overall project scope and approach. The meeting will also serve to establish the project management procedures, including invoicing and communication protocols.

To effectively manage the multiple deliverables of the project, Rincon will set up a series of ongoing bi-weekly virtual conference calls to provide updates on upcoming deliverables and any potential issues that may impact the scope of work. Rincon will also provide City staff with long-term and short-



term schedules to keep the project on track. In addition to these calls, we will be available to City staff to answer questions, address concerns, or to clarify issues as they arise.

Assumptions

- The Kick-off meeting and bi-weekly status meetings will be virtual and up to one-hour in length.
- At minimum, one Rincon staff member will attend the kick-off meeting and bi-weekly check-in meetings.

Deliverables and Meetings

- One kick-off meeting
- Kick-off meeting agenda and minutes
- Bi-weekly virtual meetings
- Bi-weekly agendas and minutes

Task 2 LAFCO Coordination

Rincon will assist City staff in processing the City's sphere of influence revision and annexation of the Royal Oaks property. This task includes the following:

- As needed assistance in preparing LAFCO annexation application materials
- Up to two meetings with LAFCO staff
- Attendance at one LAFCO Commission meeting

Assumptions

- Rincon would assist with the preparation of LAFCO application materials and the City or applicant would pay for any application fees.

Deliverables and Meetings

- Up to two meetings with LAFCO staff
- Attendance at one LAFCO Commission meeting

Task 3 Royal Oaks Property Pre-Zone and General Plan Update

Rincon will support the City of Community Development Department in in the following tasks related to annexation of the Royal Oaks property:

- Royal Oaks Property Pre-Zone. Assist City staff in processing a pre-zoning of the Royal Oaks property in conformance with Duarte Municipal Code Section 19.142.070. This task assumes that Rincon will develop the new zoning name, standards, and criteria for said zone. This will include a list of permitted uses and conditionally permitted uses for the new zone. This task assumes that we will prepare an administrative draft, where City staff will review and comment on the code. Rincon will revise the documents and prepare a final draft. Any revisions would be shown in track changes. It is assumed that the Final draft would be used to initiate the IS-ND identified in Task 4. After the public hearings, Rincon will prepare a Final document that reflects any revisions made by City Council.
- Royal Oaks Property General Plan Designation. Concurrent to the pre-zoning process, Rincon staff will assist City staff in processing a General Plan Amendment for the Royal Oaks property

to a new general plan designation. We will assist by writing the draft General Plan Update language and any map updates as described below. This scope includes development of a new designation, and updating table LU-1 to incorporate the new designation. Also, a paragraph will be added, describing the new designation. Table LU-4 will also be updated to incorporate the new population and density estimates as a result of the annexation. This task assumes that we will prepare an administrative draft, where City staff will review and comment on the general plan amendment. Rincon will revise the documents and prepare a final draft. Any revisions would be shown in track changes. It is assumed that the Final draft would be used to initiate the IS-ND identified in Task 4. After the public hearings, Rincon will prepare a Final document that reflects any revisions made by City Council.

- Zoning Map and General Plan Map Updates. Rincon will assist by preparing any related General Plan Map updates in GIS.

Rincon will assist City staff in these tasks by preparing the Planning Commission and City Council staff reports for these items. We will also prepare a PowerPoint presentation for the Planning Commission and City Council meetings and attend both meetings in support of City staff.

Assumptions

- All deliverables will be made digitally. Rincon will send both the working files and a clean PDF.
- Rincon staff will prepare one Planning Commission and one City Council staff reports, including accompanying ordinances and resolutions for the planning support tasks described above with one set of revisions based on City staff comments.
- Rincon staff will attend one Planning Commission and one City Council meetings in support of these tasks.

Deliverables

- Pre-zone documents – Administrative Draft, Final Draft, and Final Zoning Code Sections.
- General Plan Amendment – Administrative Draft, Final Draft, and Final General Plan Amendment.
- Rincon staff will prepare an updated Zoning Map and General Plan Map based on the annexation of the Royal Oaks property and appropriate zoning and general plan designations.

Task 4 Environmental Documentation – Initial Study-Negative Declaration

We anticipate that the Annexation of the Royal Oaks property into the City of Duarte will not result in any significant environmental impacts; however, an evaluation of all potential environmental impacts in an Initial Study-Negative Declaration (IS-ND) would be required as described below.

Administrative Draft IS-ND

Rincon will prepare an internal review (Administrative) Draft IS-ND based on the City's preferred format, which we assume will be the Appendix G checklist under the California Environmental Quality Act (CEQA) Guidelines. The Administrative Draft IS-ND will address all items on the environmental checklist. If necessary, mitigation will be developed for potentially significant effects. For tribal cultural resources, this scope includes time to assist the City with Native American the preparation of consultation letters under Assembly Bill 52.

Rincon will submit an electronic copy of the Administrative Draft IS-ND to the City for up to two rounds of review. The document will be provided in Word format.



Public Review Draft IS-ND

Rincon will respond to City comments on the Administrative Draft IS-MND and prepare the Public Review Draft IS-ND. Revisions will be made based on a single set of consolidated comments provided in Word format. Rincon will be responsible for preparing and mailing the Notice of Intent (NOI) to adopt an IS-ND to responsible agencies, filing the notice with the County Clerk and State Clearinghouse, and preparing a newspaper notice. We assume that the City will be responsible for publishing the notice in a local newspaper and any additional CEQA mailing. We will provide one electronic (PDF) copy of the Public Review Draft IS-ND for posting on the City's website and up to five bound copies. If requested by the City, additional hard copies can be provided for additional cost.

Final IS-ND

Upon receipt of public comments on the Public Review Draft IS-ND, Rincon will prepare draft responses to comments and prepare the Administrative Draft Final IS-ND. If mitigation measures are included in Public Review Draft, a Mitigation Monitoring and Reporting Program (MMRP) will be prepared, which will consist of a table that will list all mitigation measures and indicate what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Rincon will submit an electronic copy of the Administrative Draft Final IS-ND to the City for up to two rounds of review. Upon receipt of internal review comments on the draft document, we will incorporate changes and prepare the Final IS-ND. Prior to or following IS-ND approval, we will provide one PDF copy of the Final IS-ND (including responses to comments and the MMRP) and up to five bound copies. If requested by the City, additional hard copies can be provided for additional cost.

This scope of work assumes that up to eight comment letters containing comments on the content of the CEQA document will be received. This includes five lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 32 professional staff hours. This time also includes revisions to the ND as a result of public comments. These assumptions are based on our prior experience with similar NDs. Comment letters that solely express support or opposition to the project would not count against the eight-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

Public Hearings and NOD Filing

Rincon's Project Manager for the IS-ND will attend one public hearing. Attendance will include an oral presentation to the hearing body, if desired. This hearing can be scheduled and selected at the City's discretion.

Rincon will be responsible for filing a Notice of Determination (NOD) with the State Clearinghouse and County Clerk's office (but note that the required filing fees including California Department of Fish and Wildlife fees are not included in this proposal).

CEQA Project Management

This task includes time for a kickoff call regarding the CEQA process. Project coordination includes routine coordination with the City via email and telephone conferences with Rincon's Project Manager and other team members, as needed. This task also includes internal coordination with our project team, and on-going project management responsibilities such as cost and schedule tracking, progress reporting.



Assumptions

The preceding IS-ND scope is based on the following assumptions:

- This scope assumes that no additions or site improvements would occur with the proposed annexation.
- The project is subject to CEQA only, with the City acting as lead agency.
- The City/project applicant will provide a stable project description, project site plan, and all technical studies that have been completed for the project site.
- Adjustments required as a result of changes to the project description, once technical analyses are underway, are not included in this scope and may require a task amendment pending complexity of project description changes.
- Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon has the discretion to re-allocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount.
- Direct costs are estimated; actual costs will be invoiced and may be greater than estimated; however, will not be greater than the project's not to exceed price.
- The City/project applicant will be generally responsive to information needs, access requests, and review timeframes to allow Rincon to maintain project momentum.
- City staff will prepare notices for the CEQA-related public hearing(s).
- City staff will provide one set of consolidated comments on draft documents in an editable format.

Task 5 Project Management

Project coordination includes routine coordination with the City via email and telephone conferences with Rincon's Project Manager and other team members, as needed. This task also includes internal coordination with our project team, and on-going project management responsibilities such as cost and schedule tracking, progress reporting, and invoicing.

Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted in the below table, Rincon proposes the following schedule.

Royal Oaks Property Annexation Schedule		
Task 1: Kick-off Meeting and Bi-weekly Meetings	February 2024	January 2025
Task 2: LAFCO Coordination	As needed	
Task 3: Royal Oaks Property Pre-Zone and General Plan Update	February 2024	January 2025
Administrative Draft	February 2024	March 2024
City Review	March 2024	April 2024
Final Draft	April 2024	May 2024
Public Hearings	September 2024	December 2024
Final Documents	December 2024	January 2025



Task 4: Environmental Documentation – Initial Study-Negative Declaration	May 2024	September 2024
Administrative Draft IS-ND	May 2024	June 2024
City Review	June 2024	July 2024
Public Review Draft IS-ND	July 2024	July 2024
Public Review	July 2024	August 2024
Final IS-ND	August 2024	September 2024
Task 5: Project Management	February 2024	January 2025

Cost Estimate

The proposed budget is based on the scope of work above and Rincon's attached current fee schedule, the work program would not exceed **\$113,563**. The cost estimate will not be exceeded without prior written authorization from the City. Costs will be charged on a time and materials basis, commensurate with work completed. Direct expenses such as mileage, printing expenses, mailings, etc. are reimbursed at 16% of the cost incurred to Rincon. If Rincon does not need all the time that has been budgeted, we will only bill for the time spent completing the work.

Cost Estimate

Task		Labor Budget	Direct Expenses	Total Budget
Task 1	Kick-off Meeting and Bi-weekly Meetings	\$13,116	\$0	\$13,116
Task 2	LAFCO Coordination	\$10,614	\$80	\$10,694
Task 3	Royal Oaks Property Pre-Zone and General Plan Update	\$35,731	\$200	\$35,931
Task 4	Environmental Documentation – Initial Study-Negative Declaration	\$44,329	\$1,129	\$45,458
Task 5	Project Management	\$7,422	\$0	\$7,422
Project Total		\$112,154	\$1,409	\$113,563

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. The proposed annexation and related work will be completed by **January 2025**.

Thank you for your consideration and for this opportunity to support you with this annexation. If you have any questions regarding this proposal, please contact John Moreland at 562-216-3850 or jmoreland@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Deanna Hansen
Principal

*Authorized to contractually obligate and
negotiate on behalf of Rincon Consultants, Inc.*

John Moreland, AICP
Director of Community Planning

Contact for Clarification

**Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical, and Support Personnel*	July 1 – December 31, 2023
Senior Principal	\$308
Principal	\$297
Director	\$297
Senior Supervisor II	\$282
Supervisor I	\$263
Senior Professional II	\$246
Senior Professional I	\$230
Professional IV	\$204
Professional III	\$189
Professional II	\$168
Professional I	\$150
Associate III	\$126
Associate II	\$113
Associate I	\$105
Field Technician	\$91
Data Solutions Architect	\$189
Senior GIS Specialist	\$181
GIS/CADD Specialist II	\$161
GIS/CADD Specialist I	\$145
Technical Editor	\$142
Project Accountant	\$121
Billing Specialist	\$103
Publishing Specialist	\$116
Clerical	\$103

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective July 1, 2023



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

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

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

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

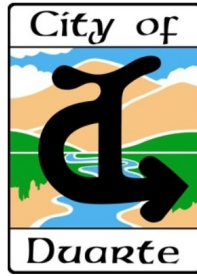
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability;

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

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

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



ITEM: 10.C

Contract for preparation of environmental review documents and planning services for the annexation of the Royal Oaks property, 1763 Royal Oaks Drive North, and a budget amendment for the contract

Recommended Action: Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property in the amount of \$113,563 and a \$25,000 contingency

Attachments:

[10C - Staff Report - PSA Rincon Consultants.pdf](#)



AGENDA REPORT

MEETING DATE: January 23, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract for preparation of environmental review documents and planning services for the annexation of the Royal Oaks property, 1763 Royal Oaks Drive North, and a budget amendment for the contract

RECOMMENDATION: Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property in the amount of \$113,563 and a \$25,000 contingency

FISCAL IMPACT: No fiscal impact. All costs associated with the contract with Rincon Consultants will be funded by the applicant, HumanGood and processed through a pass through account

BACKGROUND

HumanGood, the owner and operator of Royal Oaks located at 1763 Royal Oaks Drive North, has expressed the desire to have its property annexed into the City of Duarte. The 17.7 acre property is currently a Los Angeles County island that is not a part of Duarte or Bradbury, the two adjacent cities. Royal Oaks is a life plan community that provides senior living options that include: residential and assisted living as well as memory and nursing care.

The Royal Oaks property is not a part of the Duarte Sphere of Influence and because of this was not included in the City's General Plan. The annexation process requires Los Angeles County Local Agency Formation Commission (LAFCO) approval. There is an established process set by LAFCO to complete the annexation process. Part of the annexation process requires that the property be pre-zoned. Currently, there is no zone in the City's Development Code that is compatible with the Royal Oaks use, so part of the annexation process will be the development of a new zoning designation that will be added to the Development Code. Even though, in the short term, no development is being proposed on the property, the general plan amendment and zoning process is subject to the California Environmental Quality Act (CEQA) and environmental review is required. In addition to the Royal Oaks property, the street area in front of the property would also be included in the annexation, for a total annexation area of 18.38 acres.

The proposed contract with Rincon Consultants will provide staff assistance in preparing the necessary zoning and environmental documents and also in working through the LAFCO process.

In addition to the proposed contract amount, Staff proposes that a \$25,000 contingency be added for additional work, if additional tasks are needed to address the LAFCO process.

DISCUSSION/ANALYSIS

Rincon is an environmental science and planning consulting firm that provides professional services and has specific experience in annexations, environmental review, planning and staff services.

For the proposed Royal Oak annexation, Rincon Consultants will provide the following tasks:

- Track and assist in processing Duarte's application to the County of Los Angeles Local Agency Formation Commission (LAFCO) to revise the City's sphere of influence revision to include the Royal Oaks property located at 1763 Royal Oaks Drive North.
- Assist City staff in processing a pre-zoning of the Royal Oaks property to an appropriate zoning category in conformance with Duarte Municipal Code Section 19.142.070.
- Concurrent to the pre-zoning process, Rincon staff will assist City staff in processing a General Plan Amendment for the Royal Oaks property to an appropriate general plan designation.
- Develop a new zone and general plan designation to allow for the use.
- Prepare an updated zoning map and general plan map based on the proposed annexation.
- Prepare an initial study/negative declaration (IS/ND) for the general plan amendment and pre-zone of the Royal Oaks property.

Staff has met with the Rincon Staff and is comfortable that the proposed staff is well qualified to complete the tasks outlined in the contract.

RECOMMENDATION

Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for environmental review documents and planning services for the annexation of the Royal Oaks property in the amount of \$113,563 and a \$25,000 contingency.

FISCAL IMPACT

No fiscal impact. All costs associated with the contract with Rincon Consultants will be funded by the applicant, HumanGood and processed through a pass through account.

ATTACHMENTS

Professional Services Agreement – Rincon Consultants

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and effective as of December 12, 2023 (“Effective Date”), by and between the CITY OF DUARTE (“City”), a California municipal corporation, and **Rincon Consultants, Inc., a California Corporation** (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “party” and collectively as the “parties.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to **prepare the necessary environmental documents and provide staff support in processing the general plan amendment and zoning tasks required for the annexation of the Royal Oaks property** as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence if (1) the Effective Date has arrived and (2) a Memorandum of Understanding is entered into between the City and HumanGood dba Royal Oaks Retirement Community for the payment of the costs and fees associated with this Agreement. The Agreement shall remain and continue in effect until **March 1, 2025**, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant **ONE HUNDRED AND THIRTEEN THOUSAND, FIVE HUNDRED SIXTY THREE DOLLARS (\$113,563)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, necessary additional work may be performed up to **TWENTY FIVE THOUSAND DOLLARS \$25,000**.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice

provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry.

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (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; or (d) e-mailing the notice to the e-mail addresses as set forth below:

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

If to Consultant: Rincon Consultants
 Attn: John Moreland
 250 East 1st Street, Suite 1400
 Los Angeles, California 90012

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

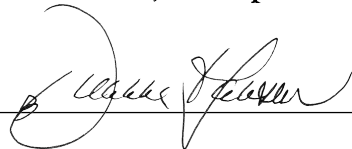
CITY OF DUARTE

CONSULTANT

**Rincon Cinsultants
Deanna Hansen, Principal**

Brian Villalobos, City Manager

Date: _____

By:  _____

Its: Principal _____

Date: January 12, 2024 _____

ATTEST

City Clerk

Date: _____

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

 _____
City Attorney, City of Duarte

Date: 1/8/24

EXHIBIT A

Scope of Services

[Starts on Next Page]



Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842

December 11, 2023
Rincon Project No. 23-15440

Craig Hensley
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91008
Via email: chensley@accessduarte.com

**Subject: Proposal for Royal Oaks Property Annexation
City of Duarte, California**

Dear Mr. Hensley,

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to assist with implementing the annexation of the Royal Oaks property from unincorporated Los Angeles County into the City of Duarte. This proposal includes: (1) information about Rincon; (2) understanding of the assignment; (3) proposed work scope; and (4) proposed cost and timeline for completion of the work program.

About Rincon

Rincon is a multidisciplinary environmental science and planning consulting firm that provides quality professional services to government and industry. Our principal service is to provide planning and environmental compliance support to create and sustain innovative solutions to community, social, and environmental issues. Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, community engagement specialists, accredited LEED professionals, Geographic Information Systems (GIS) specialists, and graphic designers. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

We have 29 years of experience preparing zoning and subdivision ordinance updates and long-range planning documents, crafting a variety of objective design standard approaches, conducting public outreach, and presenting at public hearings for local government agencies. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create zoning solutions that are clear, contextual, implementable, and meets the needs of the community. Our approach to every project centers on the development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon's corporate culture focuses on providing planning consulting services in a manner that is beneficial to both the environment and our client's needs. Rincon is an extension of our client's team and functions with their best interests in mind. By managing each project with a focus on three primary objectives—economic efficiency, technical excellence, and sustainable approach—Rincon can provide superior service that efficiently and effectively meets the needs of our clients.

Legal Name:

Rincon Consultants, Inc.

Legal Form:

California "S" Corporation

Founded: 1994

Professional Staff: 400+

California Offices: 13

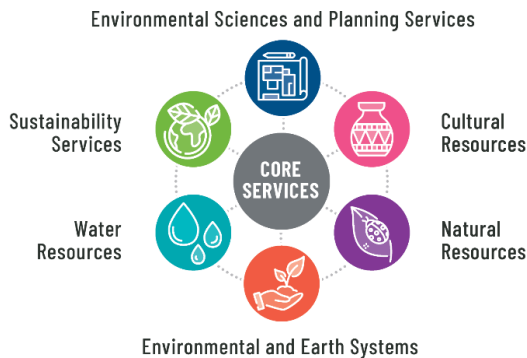
Core Values: Trusted, Fair,

Transparent, Accountable,
Disciplined, Entrepreneurial

Services

We have categorized our environmental consulting services into six core areas:

- Environmental Sciences and Planning Services
- Biological Resources
- Water Resources
- Cultural Resources
- Site Assessment and Remediation
- Sustainability Services



We also maintain a Geographic Information Systems (GIS) and Graphics Communications group to enhance our documents and support our data analyses for projects addressing issues in these service areas. The following is a summary of the services that Rincon provides.

Current Planning

Our approach to providing on-call planning services is based on our expertise in State and federal land use laws, including planning and zoning law (including Senate Bill (SB) 6 and Assembly Bill (AB) 2011, the Subdivision Map Act, Brown Act, and Permit Streamlining Act, and expertise we have gained through our extensive 29-year history of successfully executing on-call current planning services for numerous cities and counties throughout California. The breadth of our experience uniquely qualifies us to perform any number of planning-related tasks, from public counter services, processing complex and controversial entitlement applications, to temporarily filling management and executive-level roles. Our professional planners are experienced in both development review and interpreting a variety of long-range planning documents including general plans, zoning codes, specific plans, wireless ordinances, and objective design standards.

Rincon will provide a management team with knowledge of Duarte and a technical team with experience providing planning services for cities throughout California. Rincon's professional planners provide permit application processing and project management as "Dedicated Planners," acting as an extension of and under the direction of City staff. Our planners have experience managing the processing and review of development projects ranging from simple ministerial requests to complex discretionary actions. Rincon can bring projects from pre-application through consideration by City decision-makers and post-approval steps and can prepare draft and final planning documents, and staff reports. The project team is committed to staying informed of and implementing State laws and executing assignments as directed by City staff, while maintaining strong communication and accurate and organized project files. Our current planning activities include:

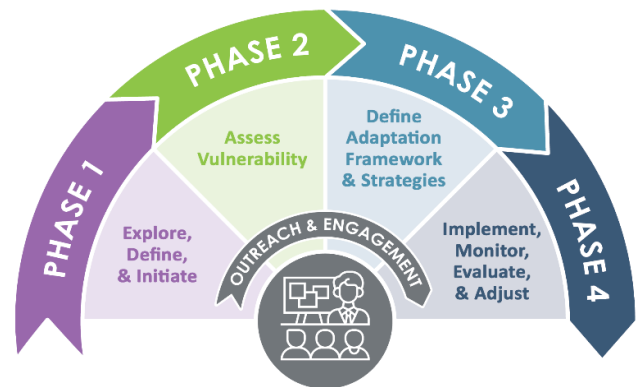
- Project and planning application completeness review for a variety of projects, ranging from master-planned or phased developments to wireless telecommunication and cannabis projects
- Architectural peer review and application of design standards
- Zoning, General and Area Plan analysis, including applicability of State density bonus law, to determine project conformance
- Preparation of staff reports for consideration by City Council and Planning Commission
- Attendance and presentation at City Council and Planning Commission hearings and public meetings

Advanced/Long-Range Planning

Our advanced planning team helps jurisdictions draft plans, policies, and programs designed to guide the community's physical design and development. Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create a plan that is contextual and implementable while meeting the needs of the community. As with our current planning services, our approach to every project centers on the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Our planners are experienced in:

- Updating and implementing General Plans and Master Plans
- Preparing and updating Community Plans or Specific Plans
- Sustainability consulting, including climate action planning, climate action plan implementation, greenhouse gas emissions inventories and reduction targets, energy efficiency program planning and project review, etc.
- Updating Zoning Ordinances to improve and/or streamline the planning process and development standards
- Organizing community programs and outreach, including virtual and social media outreach
- Preparation of staff reports for review by City Council and Planning Commission
- Attendance and presentation at City Council and Planning commission hearings and public meetings



Key Staff

John Moreland, AICP, will be the Director in Charge. John is a new addition to the Rincon team, having formerly worked at KTGy where he oversaw a variety of zoning code update/specific plan and urban design projects. He brings over 18 years of experience in managing, processing, and coordinating entitlement and planning projects in over 80 jurisdictions throughout the western United States for both public and private sector clients. He is currently overseeing a comprehensive update to the City of West Covina Zoning Code, which includes a standalone objective design standards document. Using his extensive knowledge of development plans, entitlements, specific plans, environmental documents, and zoning code research he provides valuable insight to each of his projects. As a well-rounded professional, John's versatile expertise allows him to manage complex development projects including those that involve Specific Plans, general plan amendments, as well as zoning code amendments and design guidelines.

Jerry Hittleman, MURP, Senior Planner and Project Manager, will manage the project. Jerry has experience in urban planning and environmental consulting throughout California. Jerry held the City Planner position at the City of Oceanside and was a planner and environmental specialist at various public agencies and private firms prior to joining Rincon. Mr. Hittleman specializes in managing a variety long range and current planning projects, including but not limited to overseeing a team of planners in comprehensive and targeted zone code updates, housing element updates, and entitlement review and processing of projects for a wide range of development projects. He is integrally involved in Rincon's contract planning practice.

Susanne Huerta, AICP, will be responsible for preparation of the IS/ND. Ms. Huerta is a Director of Environmental Planner for Rincon's Environmental Sciences, Planning and Sustainability group responsible for managing and preparing environmental documents and technical impact analyses for a variety of projects. She has 16 years of experience conducting and preparing environmental analyses in accordance with the CEQA. Her experience includes a wide range of projects for residential, commercial, and community developments, utilities improvements and upgrades, and educational facilities. In recent years, she has prepared numerous streamlining documents for transit priority projects under Section 21155 and infill projects under Section 15183 of the CEQA Guidelines.

Project Understanding

The purpose of this scope of work is to provide assistance to the City of Duarte Planning staff for the following tasks related to annexation of the Royal Oaks property, currently in an unincorporated portion of Los Angeles County.

- Track and assist in processing Duarte's application to the County of Los Angeles Local Agency Formation Commission (LAFCO) to revise the City's sphere of influence revision to include the Royal Oaks property located at 1763 Royal Oaks Drive North.
- Assist City staff in processing a pre-zoning of the Royal Oaks property to an appropriate zoning category in conformance with Duarte Municipal Code Section 19.142.070.
- Concurrent to the pre-zoning process, Rincon staff will assist City staff in processing a General Plan Amendment for the Royal Oaks property to an appropriate general plan designation.
- Develop a new zone and general plan designation to allow for the use.
- Prepare an updated zoning map and general plan map based on the proposed annexation.
- Prepare an initial study/negative declaration (IS/ND) for the general plan amendment and pre-zone of the Royal Oaks property.

The scope of work assumes that a maximum number of hours could be devoted to this effort. Once these hours have been exhausted a change order would be needed to complete any outstanding tasks. Also, the number of hours within this scope of work is based upon Rincon's experience and expertise, taking into account a reasonable, likely course of action. Unforeseen or unusual circumstances that may occur could alter the scope of work and require further amendments. Should it be determined that updates or changes to the deliverables are required that are beyond the scope of hours assumed in this proposal, updates and revisions would be made on a time and materials basis in accordance with our standard fee schedule (attached), upon written authorization by the City.

Scope of Work

Task 1 Kick-off Meeting and Bi-weekly Meetings

Rincon will facilitate a kickoff meeting with the City of Duarte Community Development staff. The kickoff meeting will identify and confirm City staff and consultant roles and provide an opportunity to discuss refined schedule and overall project scope and approach. The meeting will also serve to establish the project management procedures, including invoicing and communication protocols.

To effectively manage the multiple deliverables of the project, Rincon will set up a series of ongoing bi-weekly virtual conference calls to provide updates on upcoming deliverables and any potential issues that may impact the scope of work. Rincon will also provide City staff with long-term and short-



term schedules to keep the project on track. In addition to these calls, we will be available to City staff to answer questions, address concerns, or to clarify issues as they arise.

Assumptions

- The Kick-off meeting and bi-weekly status meetings will be virtual and up to one-hour in length.
- At minimum, one Rincon staff member will attend the kick-off meeting and bi-weekly check-in meetings.

Deliverables and Meetings

- One kick-off meeting
- Kick-off meeting agenda and minutes
- Bi-weekly virtual meetings
- Bi-weekly agendas and minutes

Task 2 LAFCO Coordination

Rincon will assist City staff in processing the City's sphere of influence revision and annexation of the Royal Oaks property. This task includes the following:

- As needed assistance in preparing LAFCO annexation application materials
- Up to two meetings with LAFCO staff
- Attendance at one LAFCO Commission meeting

Assumptions

- Rincon would assist with the preparation of LAFCO application materials and the City or applicant would pay for any application fees.

Deliverables and Meetings

- Up to two meetings with LAFCO staff
- Attendance at one LAFCO Commission meeting

Task 3 Royal Oaks Property Pre-Zone and General Plan Update

Rincon will support the City of Community Development Department in in the following tasks related to annexation of the Royal Oaks property:

- Royal Oaks Property Pre-Zone. Assist City staff in processing a pre-zoning of the Royal Oaks property in conformance with Duarte Municipal Code Section 19.142.070. This task assumes that Rincon will develop the new zoning name, standards, and criteria for said zone. This will include a list of permitted uses and conditionally permitted uses for the new zone. This task assumes that we will prepare an administrative draft, where City staff will review and comment on the code. Rincon will revise the documents and prepare a final draft. Any revisions would be shown in track changes. It is assumed that the Final draft would be used to initiate the IS-ND identified in Task 4. After the public hearings, Rincon will prepare a Final document that reflects any revisions made by City Council.
- Royal Oaks Property General Plan Designation. Concurrent to the pre-zoning process, Rincon staff will assist City staff in processing a General Plan Amendment for the Royal Oaks property

to a new general plan designation. We will assist by writing the draft General Plan Update language and any map updates as described below. This scope includes development of a new designation, and updating table LU-1 to incorporate the new designation. Also, a paragraph will be added, describing the new designation. Table LU-4 will also be updated to incorporate the new population and density estimates as a result of the annexation. This task assumes that we will prepare an administrative draft, where City staff will review and comment on the general plan amendment. Rincon will revise the documents and prepare a final draft. Any revisions would be shown in track changes. It is assumed that the Final draft would be used to initiate the IS-ND identified in Task 4. After the public hearings, Rincon will prepare a Final document that reflects any revisions made by City Council.

- Zoning Map and General Plan Map Updates. Rincon will assist by preparing any related General Plan Map updates in GIS.

Rincon will assist City staff in these tasks by preparing the Planning Commission and City Council staff reports for these items. We will also prepare a PowerPoint presentation for the Planning Commission and City Council meetings and attend both meetings in support of City staff.

Assumptions

- All deliverables will be made digitally. Rincon will send both the working files and a clean PDF.
- Rincon staff will prepare one Planning Commission and one City Council staff reports, including accompanying ordinances and resolutions for the planning support tasks described above with one set of revisions based on City staff comments.
- Rincon staff will attend one Planning Commission and one City Council meetings in support of these tasks.

Deliverables

- Pre-zone documents – Administrative Draft, Final Draft, and Final Zoning Code Sections.
- General Plan Amendment – Administrative Draft, Final Draft, and Final General Plan Amendment.
- Rincon staff will prepare an updated Zoning Map and General Plan Map based on the annexation of the Royal Oaks property and appropriate zoning and general plan designations.

Task 4 Environmental Documentation – Initial Study-Negative Declaration

We anticipate that the Annexation of the Royal Oaks property into the City of Duarte will not result in any significant environmental impacts; however, an evaluation of all potential environmental impacts in an Initial Study-Negative Declaration (IS-ND) would be required as described below.

Administrative Draft IS-ND

Rincon will prepare an internal review (Administrative) Draft IS-ND based on the City's preferred format, which we assume will be the Appendix G checklist under the California Environmental Quality Act (CEQA) Guidelines. The Administrative Draft IS-ND will address all items on the environmental checklist. If necessary, mitigation will be developed for potentially significant effects. For tribal cultural resources, this scope includes time to assist the City with Native American the preparation of consultation letters under Assembly Bill 52.

Rincon will submit an electronic copy of the Administrative Draft IS-ND to the City for up to two rounds of review. The document will be provided in Word format.



Public Review Draft IS-ND

Rincon will respond to City comments on the Administrative Draft IS-MND and prepare the Public Review Draft IS-ND. Revisions will be made based on a single set of consolidated comments provided in Word format. Rincon will be responsible for preparing and mailing the Notice of Intent (NOI) to adopt an IS-ND to responsible agencies, filing the notice with the County Clerk and State Clearinghouse, and preparing a newspaper notice. We assume that the City will be responsible for publishing the notice in a local newspaper and any additional CEQA mailing. We will provide one electronic (PDF) copy of the Public Review Draft IS-ND for posting on the City's website and up to five bound copies. If requested by the City, additional hard copies can be provided for additional cost.

Final IS-ND

Upon receipt of public comments on the Public Review Draft IS-ND, Rincon will prepare draft responses to comments and prepare the Administrative Draft Final IS-ND. If mitigation measures are included in Public Review Draft, a Mitigation Monitoring and Reporting Program (MMRP) will be prepared, which will consist of a table that will list all mitigation measures and indicate what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur. Rincon will submit an electronic copy of the Administrative Draft Final IS-ND to the City for up to two rounds of review. Upon receipt of internal review comments on the draft document, we will incorporate changes and prepare the Final IS-ND. Prior to or following IS-ND approval, we will provide one PDF copy of the Final IS-ND (including responses to comments and the MMRP) and up to five bound copies. If requested by the City, additional hard copies can be provided for additional cost.

This scope of work assumes that up to eight comment letters containing comments on the content of the CEQA document will be received. This includes five lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 32 professional staff hours. This time also includes revisions to the ND as a result of public comments. These assumptions are based on our prior experience with similar NDs. Comment letters that solely express support or opposition to the project would not count against the eight-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

Public Hearings and NOD Filing

Rincon's Project Manager for the IS-ND will attend one public hearing. Attendance will include an oral presentation to the hearing body, if desired. This hearing can be scheduled and selected at the City's discretion.

Rincon will be responsible for filing a Notice of Determination (NOD) with the State Clearinghouse and County Clerk's office (but note that the required filing fees including California Department of Fish and Wildlife fees are not included in this proposal).

CEQA Project Management

This task includes time for a kickoff call regarding the CEQA process. Project coordination includes routine coordination with the City via email and telephone conferences with Rincon's Project Manager and other team members, as needed. This task also includes internal coordination with our project team, and on-going project management responsibilities such as cost and schedule tracking, progress reporting.



Assumptions

The preceding IS-ND scope is based on the following assumptions:

- This scope assumes that no additions or site improvements would occur with the proposed annexation.
- The project is subject to CEQA only, with the City acting as lead agency.
- The City/project applicant will provide a stable project description, project site plan, and all technical studies that have been completed for the project site.
- Adjustments required as a result of changes to the project description, once technical analyses are underway, are not included in this scope and may require a task amendment pending complexity of project description changes.
- Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon has the discretion to re-allocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount.
- Direct costs are estimated; actual costs will be invoiced and may be greater than estimated; however, will not be greater than the project's not to exceed price.
- The City/project applicant will be generally responsive to information needs, access requests, and review timeframes to allow Rincon to maintain project momentum.
- City staff will prepare notices for the CEQA-related public hearing(s).
- City staff will provide one set of consolidated comments on draft documents in an editable format.

Task 5 Project Management

Project coordination includes routine coordination with the City via email and telephone conferences with Rincon's Project Manager and other team members, as needed. This task also includes internal coordination with our project team, and on-going project management responsibilities such as cost and schedule tracking, progress reporting, and invoicing.

Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted in the below table, Rincon proposes the following schedule.

Royal Oaks Property Annexation Schedule		
Task 1: Kick-off Meeting and Bi-weekly Meetings	February 2024	January 2025
Task 2: LAFCO Coordination	As needed	
Task 3: Royal Oaks Property Pre-Zone and General Plan Update	February 2024	January 2025
Administrative Draft	February 2024	March 2024
City Review	March 2024	April 2024
Final Draft	April 2024	May 2024
Public Hearings	September 2024	December 2024
Final Documents	December 2024	January 2025



Task 4: Environmental Documentation – Initial Study-Negative Declaration	May 2024	September 2024
Administrative Draft IS-ND	May 2024	June 2024
City Review	June 2024	July 2024
Public Review Draft IS-ND	July 2024	July 2024
Public Review	July 2024	August 2024
Final IS-ND	August 2024	September 2024
Task 5: Project Management	February 2024	January 2025

Cost Estimate

The proposed budget is based on the scope of work above and Rincon's attached current fee schedule, the work program would not exceed **\$113,563**. The cost estimate will not be exceeded without prior written authorization from the City. Costs will be charged on a time and materials basis, commensurate with work completed. Direct expenses such as mileage, printing expenses, mailings, etc. are reimbursed at 16% of the cost incurred to Rincon. If Rincon does not need all the time that has been budgeted, we will only bill for the time spent completing the work.

Cost Estimate

Task		Labor Budget	Direct Expenses	Total Budget
Task 1	Kick-off Meeting and Bi-weekly Meetings	\$13,116	\$0	\$13,116
Task 2	LAFCO Coordination	\$10,614	\$80	\$10,694
Task 3	Royal Oaks Property Pre-Zone and General Plan Update	\$35,731	\$200	\$35,931
Task 4	Environmental Documentation – Initial Study-Negative Declaration	\$44,329	\$1,129	\$45,458
Task 5	Project Management	\$7,422	\$0	\$7,422
Project Total		\$112,154	\$1,409	\$113,563

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. The proposed annexation and related work will be completed by **January 2025**.

Thank you for your consideration and for this opportunity to support you with this annexation. If you have any questions regarding this proposal, please contact John Moreland at 562-216-3850 or jmoreland@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Deanna Hansen
Principal

*Authorized to contractually obligate and
negotiate on behalf of Rincon Consultants, Inc.*

John Moreland, AICP
Director of Community Planning

Contact for Clarification

**Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical, and Support Personnel*	July 1 – December 31, 2023
Senior Principal	\$308
Principal	\$297
Director	\$297
Senior Supervisor II	\$282
Supervisor I	\$263
Senior Professional II	\$246
Senior Professional I	\$230
Professional IV	\$204
Professional III	\$189
Professional II	\$168
Professional I	\$150
Associate III	\$126
Associate II	\$113
Associate I	\$105
Field Technician	\$91
Data Solutions Architect	\$189
Senior GIS Specialist	\$181
GIS/CADD Specialist II	\$161
GIS/CADD Specialist I	\$145
Technical Editor	\$142
Project Accountant	\$121
Billing Specialist	\$103
Publishing Specialist	\$116
Clerical	\$103

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective July 1, 2023



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

(4) Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

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

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

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

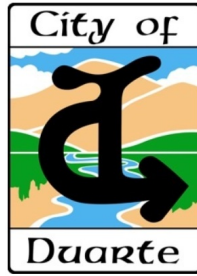
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability;

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

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

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



ITEM: 10.D

Conceptual Design Presentation for Initial Phase of Civic Center Master Plan

Recommended Action: It is recommended that the City Council receive and file the conceptual designs for the initial three phases of the Civic Center Master Plan and provide direction on next steps

Attachments:

[10D - Staff Report - Civic Center Master Plan.pdf](#)



AGENDA REPORT

MEETING DATE: January 23, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Conceptual Design Presentation for Initial Phase of Civic Center Master Plan

RECOMMENDATION: It is recommended that the City Council receive and file the conceptual designs for the initial three phases of the Civic Center Master Plan and provide direction on next steps.

FISCAL IMPACT: None currently.

BACKGROUND

In 2023, the City Council approved a Professional Services Agreement with LPA for conceptual design services of the initial three planning phases of the Civic Center Master Plan. With the goal of addressing the City's aging infrastructure and improving the overall level of service to the public in a financially sustainable way; the scope of work intended to lay out recommendations for the refurbishment of the exterior siding on all Civic Center City facilities and future interior renovations of the City's two oldest facilities, City Hall, and the Community Center. In addition to the three conceptual designs, each phase includes a statement of probable construction cost.

DISCUSSION/ANALYSIS

The purpose of this presentation is to receive and file the conceptual designs LPA, staff, and the City Council Ad-Hoc Committee have been working on since April of 2023 but also, provide direction on next steps as staff begins to embark on updating the City's five-year Capital Improvement Plan for future City Council consideration and approval.

Phase 1 - Exterior Improvements to Civic Center City Buildings

The design team approached this phase with the vision of preserving the historical charm of the Civic Center's buildings and mindset of complementing the recently completed Civic Center Courtyard upgrades and increasing visibility for on-site wayfinding. Material sections require low maintenance, provide strong durability, flexibility in panel direction to accommodate a traditional or modern look, and would overall, aesthetically elevate the Duarte Civic Center.

Phase 2 - City Hall Interior Renovation

Based on survey data collected from City staff with an assigned workspace in City Hall, and input from Department Heads and the City Manager, the design team intended to:

- Encompass a connection to the exterior.
- Capitalize on the natural light.
- Increase the safety of staff and public.
- Incorporate City personnel currently housed in the Community Center in their respective department.
- Improve circulation between departments and works space that also meet ADA requirements.
- Offer additional private meeting spaces.
- Increase visibility for wayfinding.

Phase 3 - Community Center Renovation

This phase sets forth the strategy to transform the Community Center building into a permanent City Council Chamber. The final concept presents a permanent dais, fixed audience seating for 76 individuals, a flexible floor plan that allows for various setups for Council workshops or special meetings that can be broadcasted with the updated audio and visual systems, a designated Council meeting space, storage, and all necessary ADA upgrades.

CONCEPTUAL COST MODEL ESTIMATES

The conceptual cost model is intended to provide an overall conceptual cost for each phase. It's important to note that the cost estimates are based on square footage and conceptual, not actual, construction drawings.

Phase	Total Square Feet	Total Cost Estimate	Construction Timeline
Exterior Improvements: Civic Center City Buildings	38,199 SF	\$4,561,097	10 Months
City Hall Interior Renovation	9,280 SF	\$2,802,299	10 Months
Community Center Renovation	6,960 SF	\$4,064,056	8 Months
Total		\$11,427,452	
<i>Escalation Projections: 2025 - 5.00%, 2026 – 6.00%, 2027 – 5.00%, 2028 – 4.00%</i>			

If and when any of the phases are designed for construction, true cost estimates would take into account any adjustments to final design, materials, construction challenges, and other factors such as inflation, that may influence costs.

Next Steps

With the completed conceptual designs, the City now has a framework in place for future infrastructure improvement planning to continue to provide exemplary public services. Notably, while the Council may not choose to implement all or any of the phases' conceptual designs, at a minimum, staff recommends the City begin to tend to the Civic Center buildings over-matured exterior siding, Phase One (1) and also, moving forward with replacing the audio-visual system, called out in the total cost estimate for Phase Three (3) at \$202,440, as the audio-visual equipment in the Community Center utilized to facilitate various public meetings is failing and no longer being manufactured.

RECOMMENDATION

It is recommended that the City Council receive and file the conceptual designs for the initial three phases of the Civic Center Master Plan and provide direction on next steps.

FISCAL IMPACT

None currently.



Duarte Civic Center

23 January 2024

PHASE - I

Exterior Improvements
to Civic Center Buildings

PHASE I (Exterior Improvements) : Material Selection Criteria



- Low Maintenance
- Durability
- Aesthetics

- Materials
 - Aluminum composite material (ACM) - comes in a broad palette of colors and finishes.

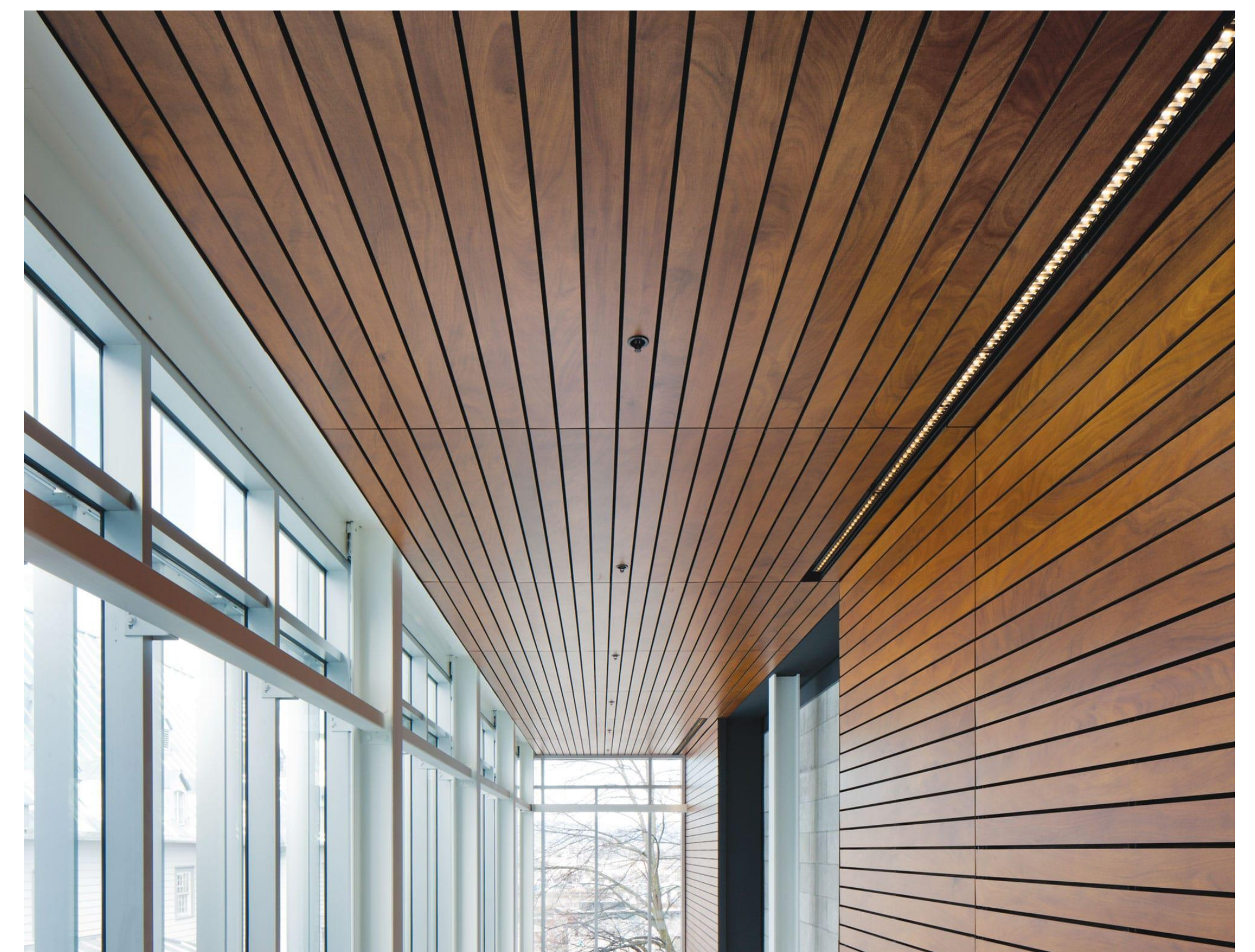
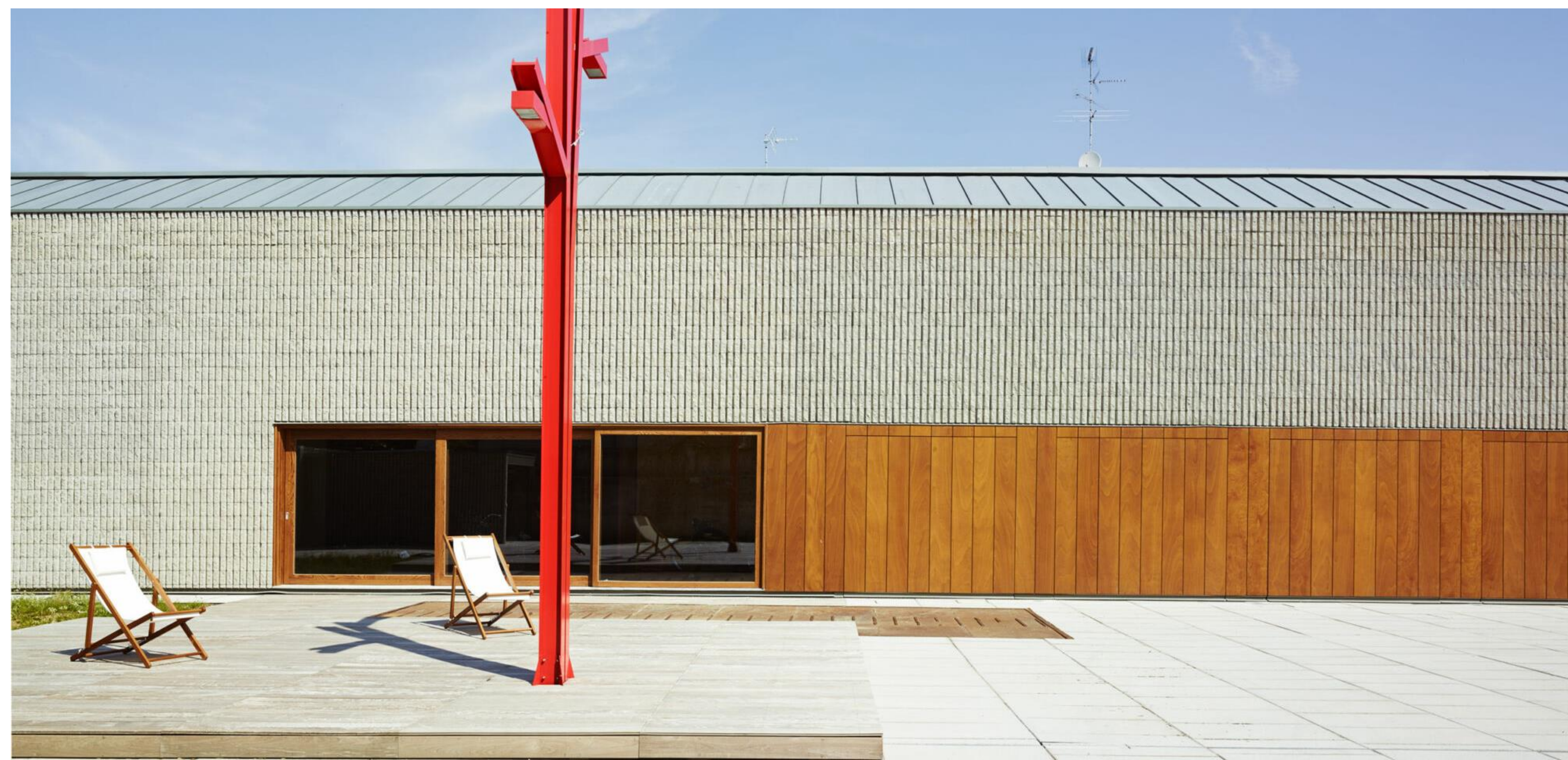
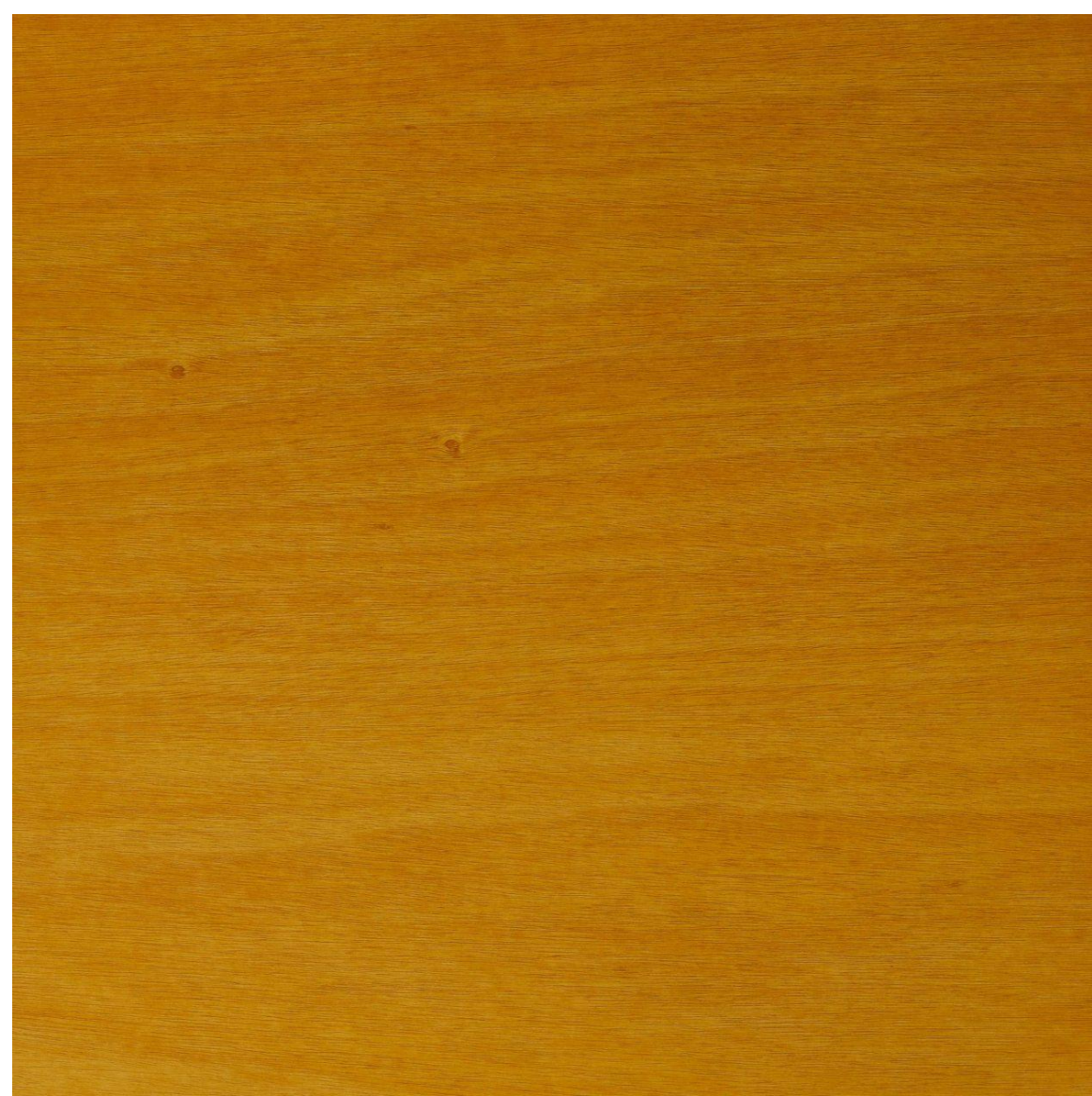
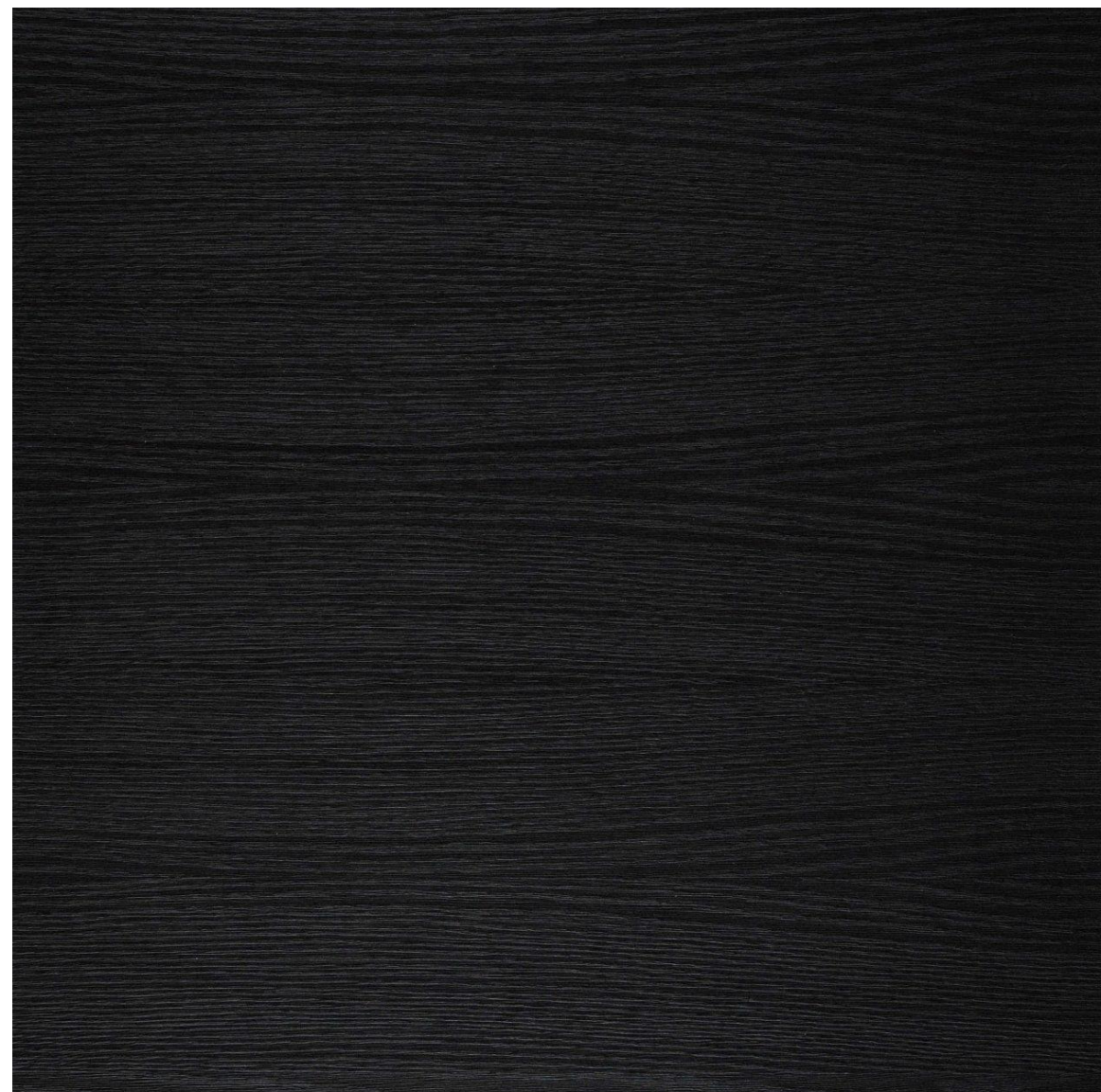
 - Parklex Prodema - Laminated wood board that ensure optimum performance on exteriors.

 - Equitone - Fiber cement facades are high-density, high-performance facade panels

 - Trespa - Compressed impregnated paper or wood fibers and epoxy, phenolic or polypropylene resin at high pressure and high temperature.

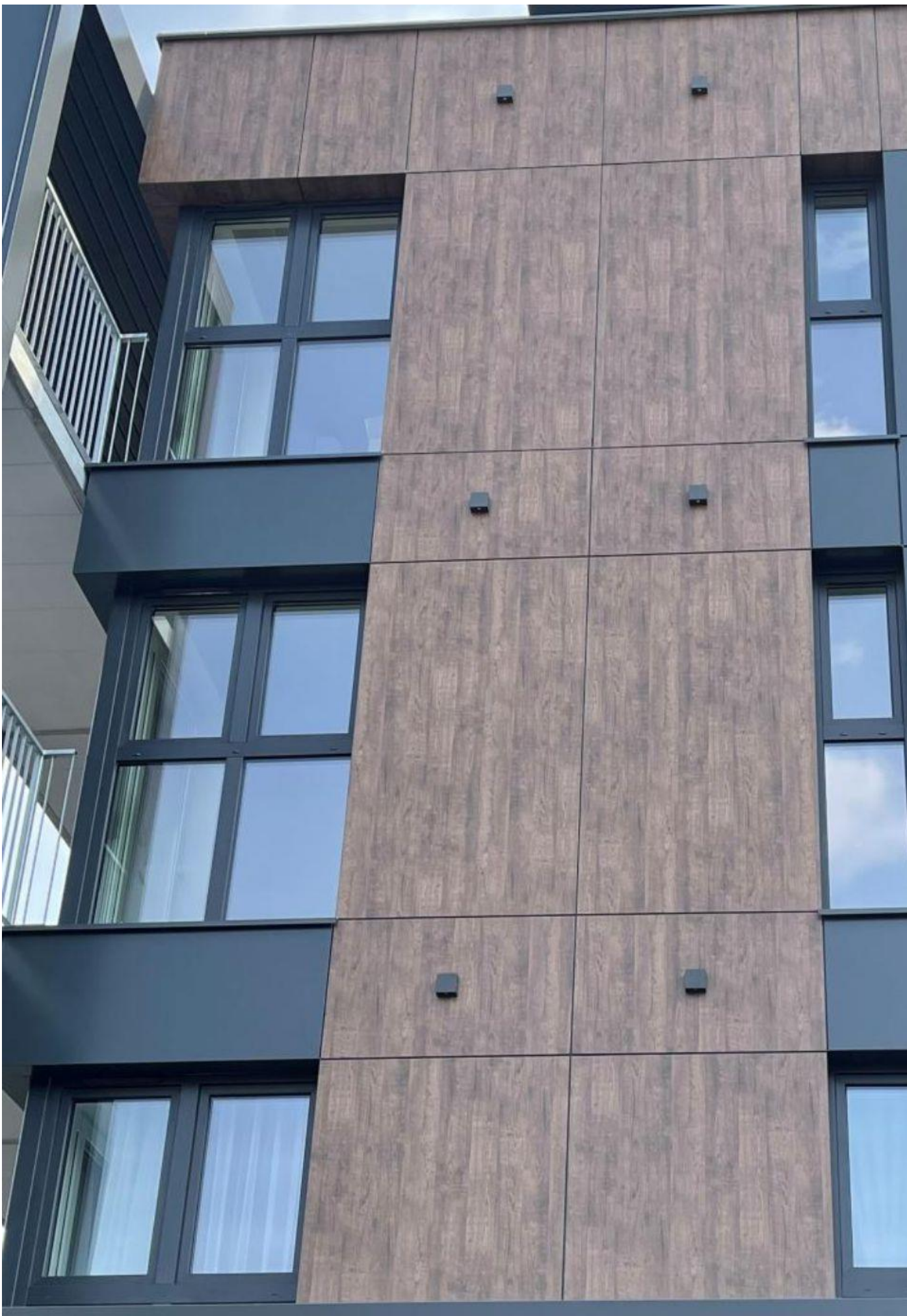
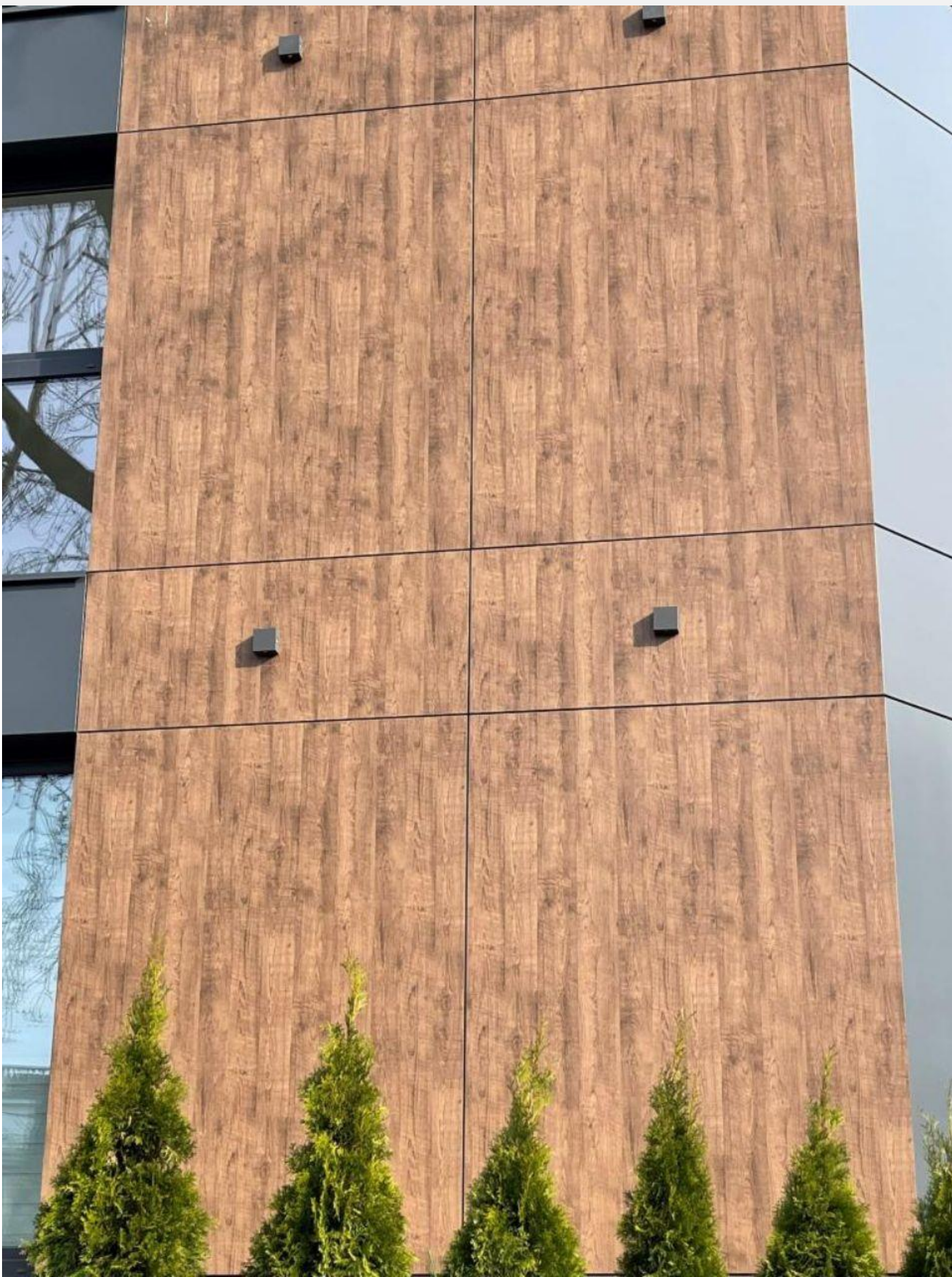
PHASE I (Exterior Improvements) : Parklex Prodema

Laminated wood board for exteriors that combine the virtues of wood with technical requirements to ensure optimum performance on exteriors over time.



PHASE I (Exterior Improvements) : Trespa

Made by compressing impregnated paper or wood fibers and epoxy, phenolic or polypropylene resin at high pressure and high temperature.



PHASE I (Exterior Improvements) : View Towards City Hall Entry



PHASE I (Exterior Improvements) : View Towards Council Chambers Entry



PHASE I (Exterior Improvements) : View Towards Water Feature



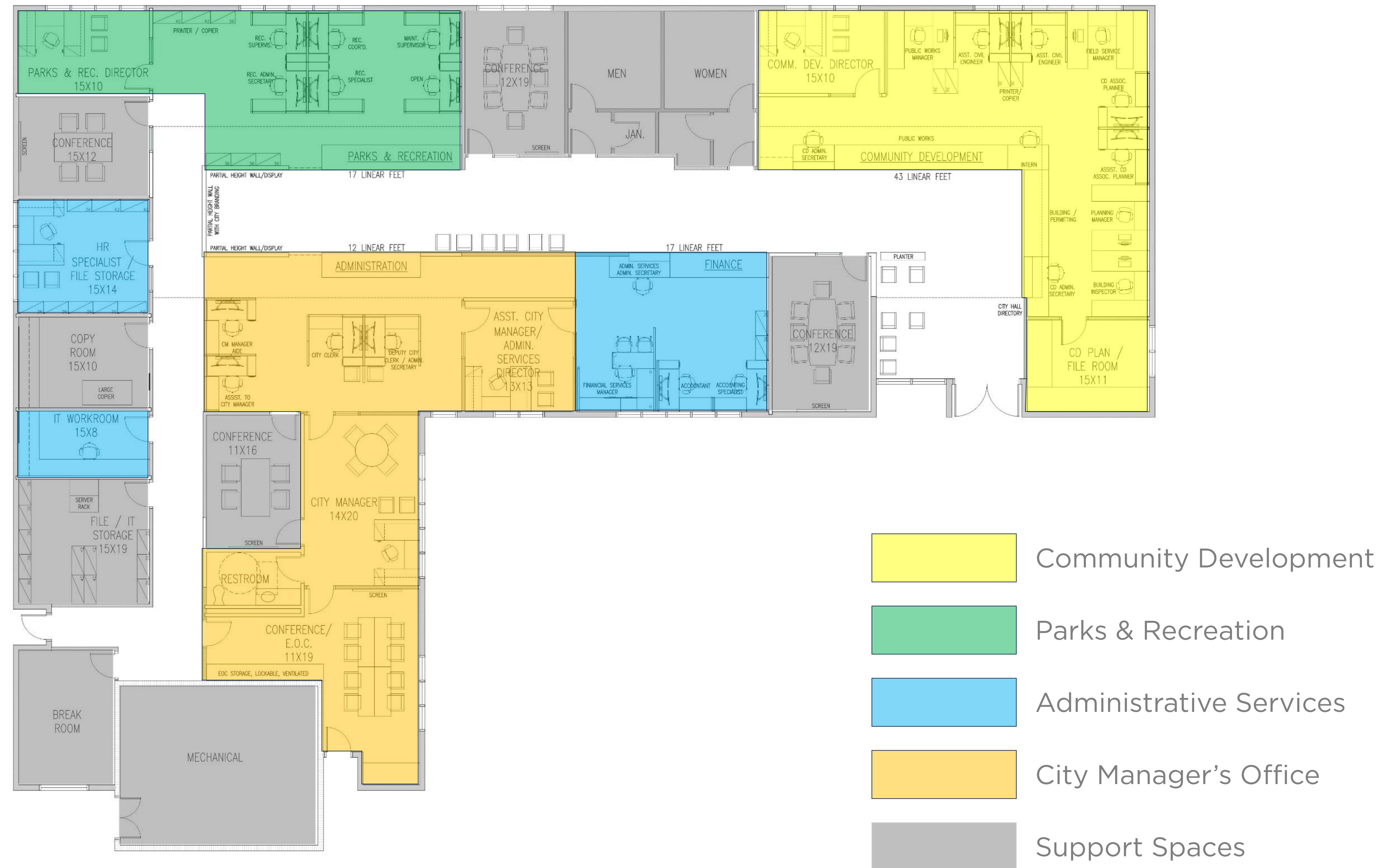
PHASE I (Exterior Improvements) : View From Street



PHASE - II

City Hall Interior

PHASE II (City Hall Interior) : Floor Plan



PHASE II (City Hall Interior) : View From Community Development



PHASE II (City Hall Interior) : View Towards Graphic Wall

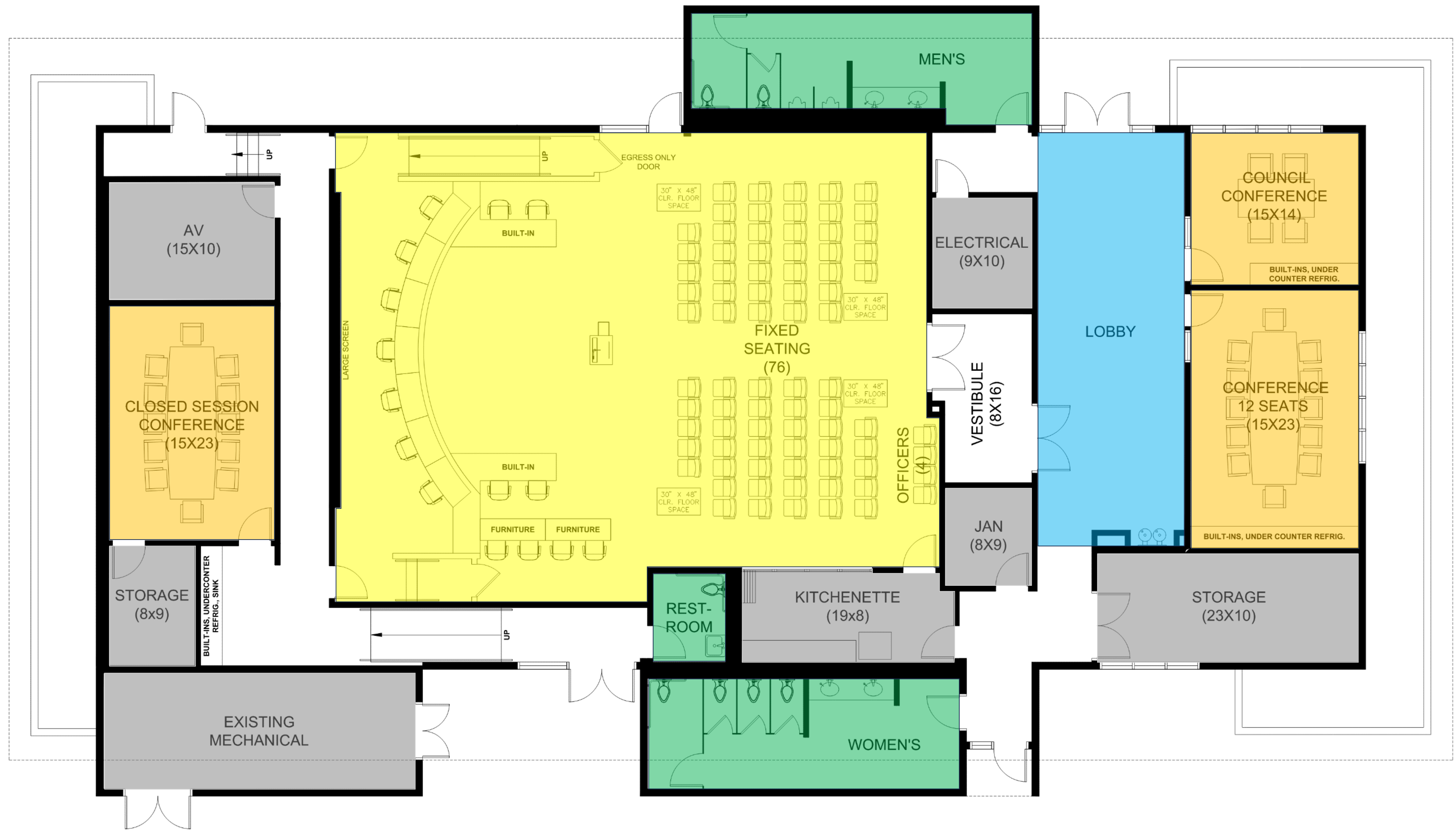




PHASE - III

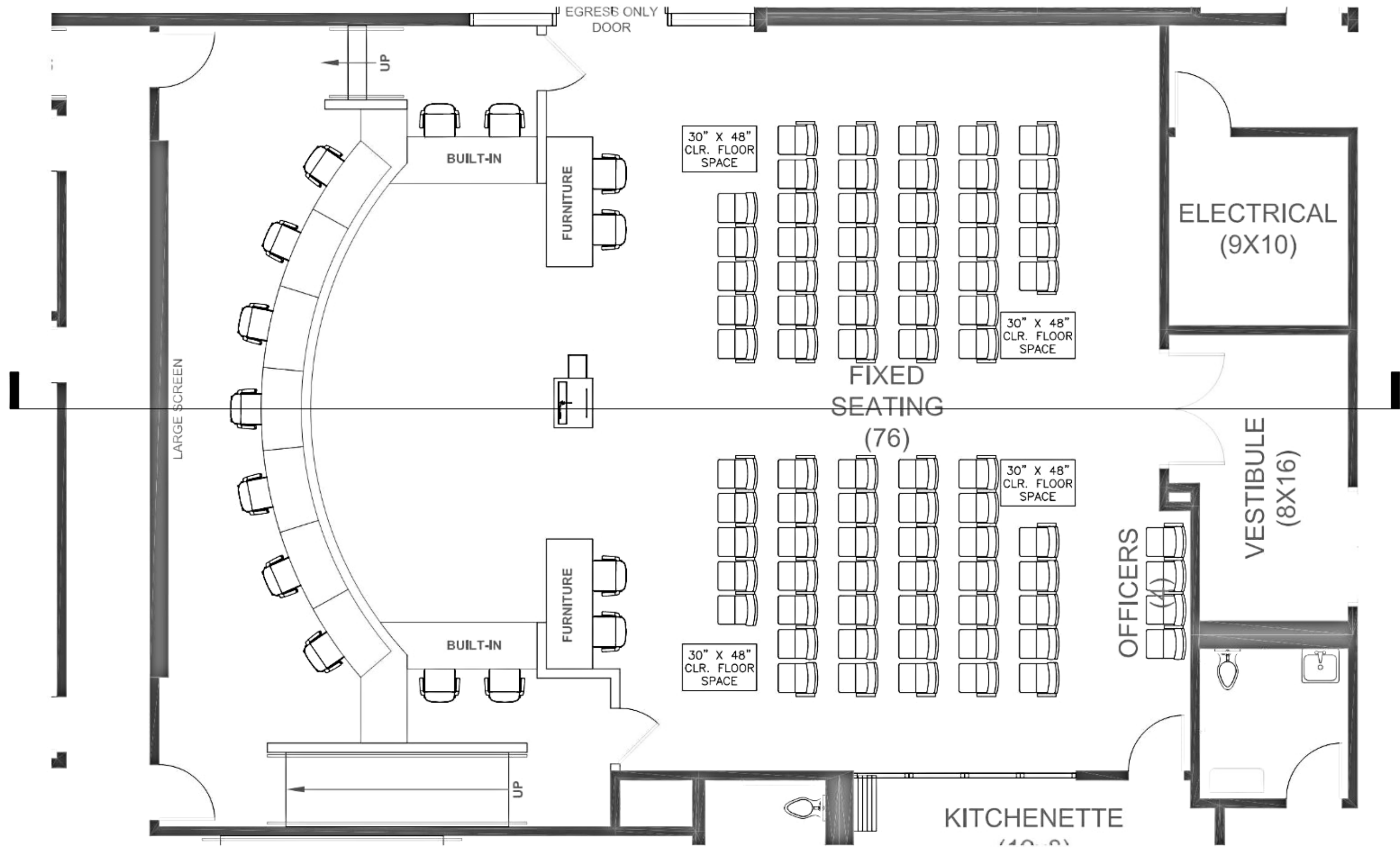
Community Center Renovation

PHASE III (Community Center Renovation) : Floor Plan

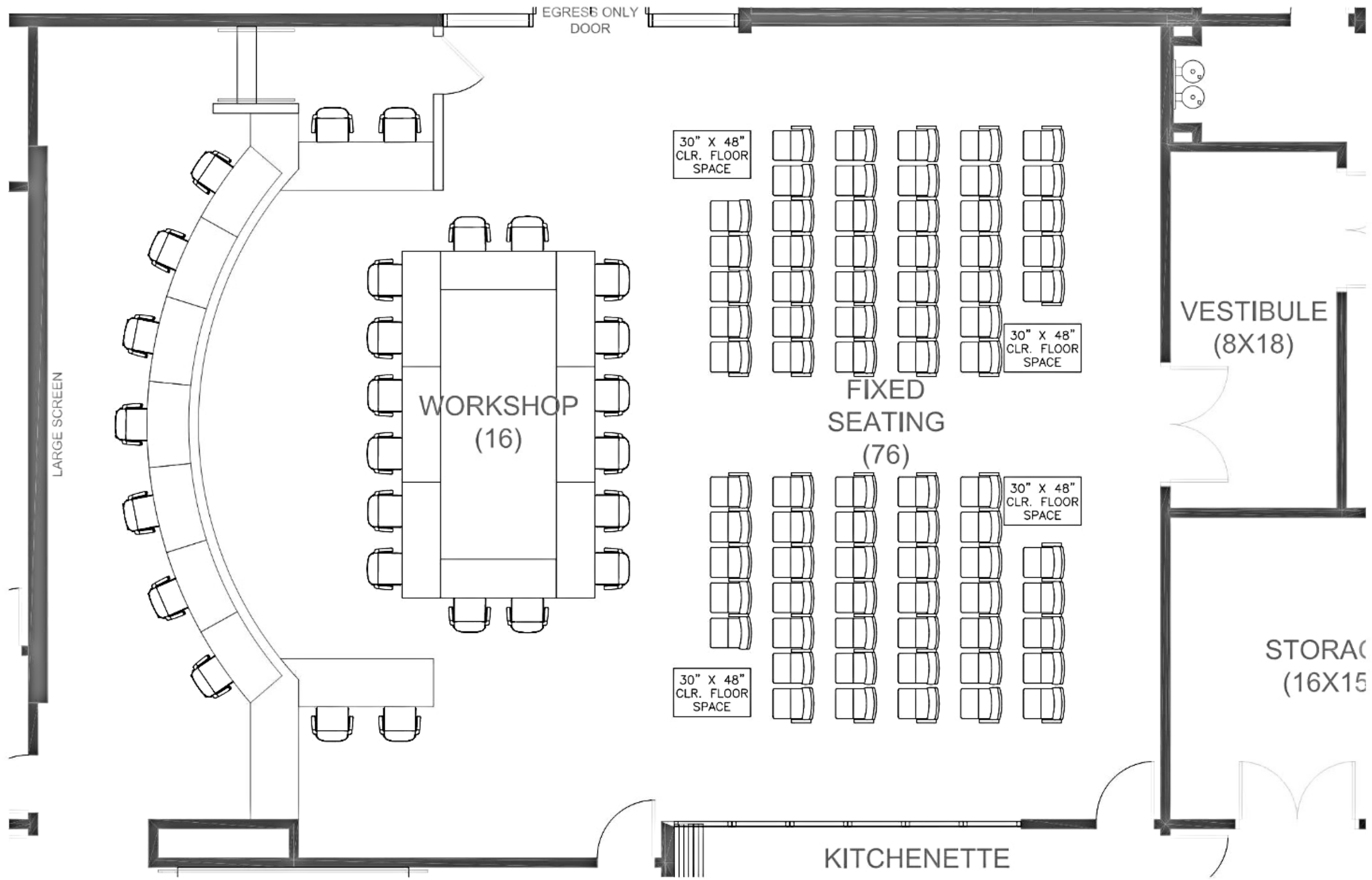


- Council Chambers
- Restrooms
- Lobby
- Conference Rooms
- Support Spaces

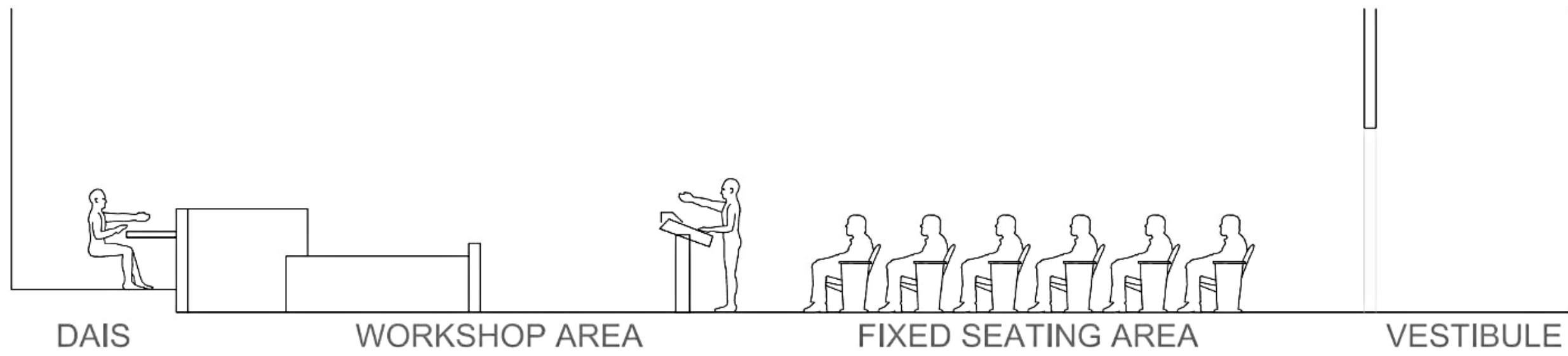
PHASE III (Community Center Renovation) : Workshop Layouts



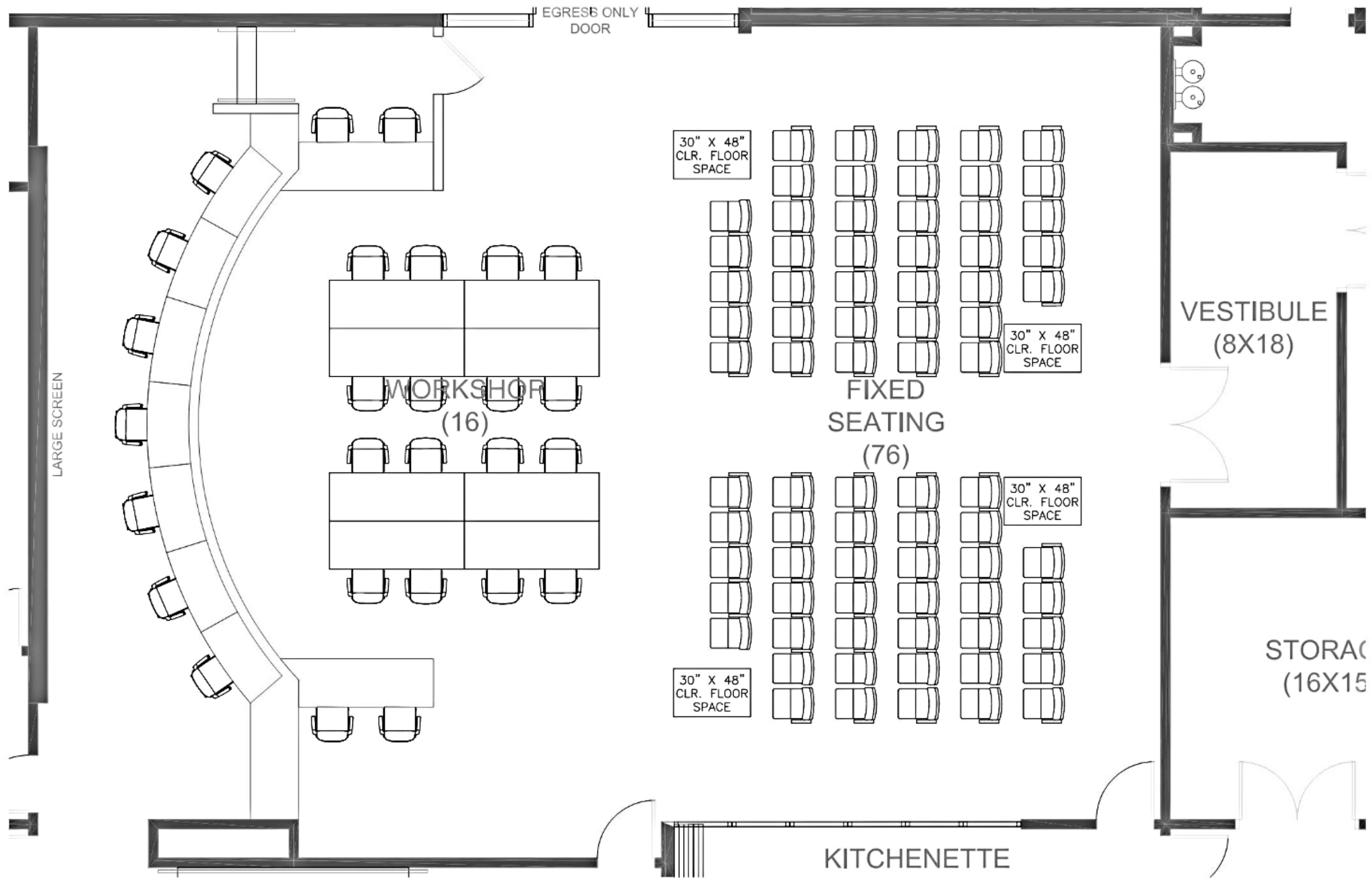
TYPICAL COUNCIL MEETING LAYOUT



SAMPLE WORKSHOP LAYOUT



SECTION THROUGH COUNCIL CHAMBERS



SAMPLE WORKSHOP LAYOUT

PHASE III (Community Center Renovation) : View Towards Dais



PHASE III (Community Center Renovation) : View From Dais



PROJECT SUMMARY

PROJECT SUMMARY : Total Cost Per Phase / Timeline



Phase – I

Construction

\$4,561,097

10 Months

City Hall	\$927,855
Community Center	\$1,178,073
Neighborhood Center	\$821,625
Senior Center	\$1,633,544
Total	\$4,561,097



Phase – II

Construction

\$2,802,299

10 Months

Furniture

\$390,000



Phase – III

Construction

\$4,064,056

8 Months

Furniture

\$110,000

AV

\$202,440

Escalation Projections

2025	5.00%
2026	6.00%
2027	5.00%
2028	4.00%



Thank You

