



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, OCTOBER 25, 2022
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 acaring and fiscally responsible manner with a commitment to our community's future

MARGARET FINLAY, MAYOR
VACANT, MAYOR PRO TEM
SAMUEL KANG, COUNCILMEMBER
TONEY LEWIS, COUNCILMEMBER
JODY SCHULZ, COUNCILMEMBER
VINH TRUONG, COUNCILMEMBER
CESAR GARCIA, COUNCILMEMBER

City/Agency/Authority Staff:

Daniel Jordan, City Manager

Kristen Petersen, Assistant City Manager and Director of Administrative Services

Craig Hensley, Community Development Director

Manuel Enriquez, Director of Parks and Recreation

Brian Villalobos, Director of Public Safety Services

Thai Viet Phan, City Attorney

Annette Juarez, City Clerk

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

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

Notice: Duarte City Council meetings are videotaped for later broadcast on DCTV. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any

media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

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

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

7:00 PM REGULAR MEETING - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments on Agenda Items

2. ADOPTION OF THE AGENDA

3. PLEDGE TO THE FLAG

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

B. Presentation by the Maintenance Superintendents Association - Recognition of Gerard Batista as the 2022 Peter W. Walsh Award Recipient

C. Presentation by Frontier - Local Broadband Expansion

D. Public Safety Department Update

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

C. Approval of Minutes - September 27, 2022 and October 11, 2022 (CC/HA/FA)

D. Approval of Warrants - October 25, 2022 (CC/HA/FA)

- E. Receive and file the Public Safety Department Status Report for the month of October 2022
- F. Receive and file the Monthly Financial Update Report for the month of September 2022
- G. Adoption of Resolution No. 22-35 and Resolution No. 22-36 fixing the City's 2023 Medical Insurance Contribution for Councilmembers and Employees
- H. Approval of Amendment No. 1 to the Agreement with Duarte Community Television (DCTV) to provide ongoing Public, Education, and Government (PEG) Channel Management until December 31, 2022; and authorization for the City Manager to execute the Agreement
- I. Second reading and adoption of Ordinance No. 912 amending the Duarte Municipal Code to enhance public safety tools, improve City processes and due process, and comply with State law
- J. Award of Contract to Land Design Consultants for Professional Design Services for the completion of the plans, specifications and cost estimates for the Melcanyon Debris Catchment Basin; authorization for the City Manager to sign the Professional Services Agreement; and approval of a General Fund Budget Amendment in the amount of \$126,900

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS - None

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 20th day of October, 2022.

Annette Juarez
City Clerk



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: October 20, 2022
SUBJECT: Comments on Agenda Items, Meeting of October 25, 2022

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

ITEM 4.B. (Special Items). The Maintenance Superintendents Association will recognize Gerard Batista as the 2022 Peter W. Walsh Award Recipient.

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

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 22-35 and Resolution No. 22-36, increasing the City's contribution towards medical insurance for Councilmembers and employees.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council approve Amendment No. 1 to the agreement with Duarte Community Television to provide ongoing Public Education, and Government Channel Management until December 31, 2022.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council adopt Ordinance No. 912, which would amend the Duarte Municipal Code to enhance public safety tools, improve City processes and due process, and comply with State law. This is the second reading of the Ordinance.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council award a contract to Land Design Consultants for the completion of the plans, specifications and cost estimates for the Melcanyon Debris Catchment Basin, and approve a General Fund budget amendment in the amount of \$126,900.

Respectfully submitted,

Dr. Daniel Jordan
City Manager

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, SEPTEMBER 27, 2022

6:00 PM – Workshop

7:00 PM – Regular Session

TOWN CENTER MEDIAN PROJECT WORKSHOP

1. CALL TO ORDER

Mayor Finlay called the meeting to order at 6:12 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Truong, Garcia, Finlay
*Councilmember Garcia arrived at 6:20 p.m.
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Jennifer Zambrano, Administrative Secretary
Salina Bautista, Permit Technician

2. ADOPTION OF THE AGENDA

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

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

3. TOWN CENTER MEDIAN PROJECT WORKSHOP

Community Development Director Hensley provided a quick overview on the town center beautification project and introduced Richard Krumweide, President of Architerra Design.

Mr. Krumweide proposed sustainable designs for the medians along Huntington Drive.

In response to questions posed by the Council, Mr. Krumweide shared details about the plant pallet and creating a uniform look for the medians; and shared that the budget for this project includes demolition, the new cobble hardscape, decomposed granite, and new irrigation.

There was brief discussion regarding the future beautification of the medians along Duarte Road.

Moved by Mayor Finlay, seconded by Councilmember Schulz, and carried by the following vote of the Council to direct Architerra Design to prepare a proposal including the cost and detailed design plans; and agendize a future discussion regarding resources available for the center median project, design for town center project on the northeast and southeast corners, median work on Duarte Road, and the bike trail.

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

REGULAR SESSION

4. CALL TO ORDER

Mayor Finlay called the meeting to order at 7:47 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Truong, Garcia, Finlay
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Jennifer Zambrano, Administrative Secretary
Salina Bautista, Permit Technician

5. PLEDGE TO THE FLAG

The flag salute was led by Tera Martin Del Campo.

6. SPECIAL ITEMS

Mayor Finlay shared fond memories of Larry Marino and requested that the meeting be adjourned in his memory.

A. Public Safety Department Update

Director of Public Safety Villalobos gave an update on Part 1 Crimes, shared that the department has begun scheduling neighborhood watch meetings, and provided an update on Measure H and the City's partnership with Los Angeles Centers for Alcohol and Drug Abuse.

B. Monthly Financial Update

City Manager Jordan provided a financial update on the City's revenues, presented the California Local Agency Investment Fund "LAIF," and shared the next steps to update the City's Investment Policy.

In response to a question posed by the Council, City Manager Jordan shared that other investment options cities typically pursue include developing investment funds for businesses and revolving loan programs.

7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

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

Director of Community Development Hensley introduced newly hired Administrative Secretary, Jennifer Zambrano.

Management Aide Nuñez announced upcoming City events.

8. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

John Fasana inquired about the placement of K-rails near the site of the Fish Canyon Fire to prevent potential mudslides.

Lino Paras greeted the City Council and shared a memory about Tera Martin Del Campo.

9. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – August 9, 2022. (CC/HA/FA)
- D. Approval of Warrants – September 27, 2022. (CC/HA/FA)
- E. Receive and file the Public Safety Department Status Report for September 2022.
- F. Receive and file the Monthly Financial Update for August 2022.
- G. Approval of a grant submittal to San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for the Donald and Bernice Watson Multi-Use Pathway Erosion Management/Active Transportation Improvement Project; and Adoption of Resolution No. 22-33 approving the submission of an application for grant funds from the RMC Climate Resilience Grant Program.
- H. Biennial Review of the City’s Conflict of Interest Code; and Adoption of Resolution No. 22-34.
- I. Second reading and Adoption of Ordinance No. 912 approving Municipal Code Amendment No. 22-03 – a city-initiated request to modify Duarte Municipal Code Chapter 16.04.100, to provide new building standards for electric vehicle charging stations that comply with State Law.
- J. Authorization for the City Manager to sign a Purchase Agreement with Mobile Modular for the purchase of a 12’ x 40’ storage trailer for the City Yard; and approval of a budget amendment to increase the project budget from the current \$40,000 to \$64,000.

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

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

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

11. PUBLIC HEARINGS

None.

12. BUSINESS ITEMS

Authorization for the City Manager to Execute an Agreement with Hinderliter De Llamas & Associates (HdL) for Business License Consulting & Software Services; and Budget Amendment of \$58,200 to the General Fund

Financial Services Manager Chairmonte provided a staff report, stating the need for updated business license software that would allow business owners to apply and pay for their licenses online. She further described the benefits of entering into the proposed agreement.

Moved by Councilmember Truong, seconded by Councilmember Schulz, and carried by the following vote of the Council to approve the agreement with Hinderliter De Llamas & Associates in an amount not to exceed \$58,200; authorize the City Manager to execute the agreement on behalf of the City; and approve a budget amendment of \$58,200 to the General Fund.

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

13. CONTINUATION OF ORAL COMMUNICATIONS

Steve Hernandez shared a few words on the passing of Larry Marino.

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

Councilmember Garcia inquired about the status of the grant submitted to Senator Napolitano's office.

Councilmember Truong thanked Staff and everyone that assisted with the setup of the City Picnic; and shared that it was a great event.

Councilmember Schulz shared that the picnic gets better every year. Despite missing two meetings, she assured the public that she is still present and available to reach.

Councilmember Garcia reported that he attended the DART meeting at the Senior Center; encouraged high school students to join DART; shared that the picnic was a great event and commended staff for their hard work; and wished his godfather a happy 60th birthday.

Councilmember Lewis thanked staff for their hard work on the City Picnic; and encouraged everyone to go vote in the upcoming election.

Mayor Finlay suggested having a barrel lighting; and inquired about the e-bikes on the trail and dog feces on city streets.

Parks and Recreation Director Enriquez provided an update on the prospective dog park; shared that a survey will be conducted to identify a potential space for a dog park; and reported that the dog park topic will be brought back at a future meeting for debriefing and further discussion.

Mayor Finlay announced that a tree planting ceremony will take place on Wednesday at 10:00 a.m. at Beardslee Park to honor former Mayor and City Councilmember, Bryan Urias.

15. ADJOURNMENT

At 9:12 p.m. the City Council adjourned the meeting in honor of city philanthropist, Larry Marino.

Margaret Finlay, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

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

TUESDAY, OCTOBER 11, 2022

5:30 PM – Workshop

7:00 PM – Regular Session

K-RAILS COMMUNITY WORKSHOP

1. CALL TO ORDER

Mayor Finlay called the meeting to order at 5:40 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Truong, Garcia, Finlay
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Stephanie Sandoval, Public Works Manager
Larry Breceda, Public Safety Manager
Annette Juarez, City Clerk

2. COMMUNITY WORKSHOP

Community meeting regarding K-Rails in high-risk areas located at Mel Canyon Rd. above Fish Canyon Rd.

City Manager Jordan gave an overview of the purpose of the workshop and the discussions that will take place.

Director of Public Safety Villalobos gave a presentation on previous debris flow events and shared the importance of implementing K-rails.

Public Works Manager Sandoval proposed a mitigation plan to protect residents and properties from future debris flow events; shared that the plan includes using sandbags, K-rails, traffic control, additional signage, on-call agreements with vendors for cleanup; and reported that the City is in the beginning stages for a permanent solution to construct a debris settlement catchment basin.

Director of Public Safety Villalobos discussed evacuation protocols and K-rail placement.

Public Comment

John Fasana recalled the previous mud flow event and the positive effects of K-rails.

The Community Workshop concluded at 6:37 p.m.

REGULAR SESSION

3. ADOPTION OF THE AGENDA

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

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

4. CALL TO ORDER

Mayor Finlay called the meeting to order at 7:04 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Schulz, Truong, Garcia, Finlay
Councilmembers Absent: None
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Manuel Enriquez, Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Victoria Rocha, Assistant to the City Manager
Jason Golding, Planning Manager
Stephanie Sandoval, Public Works Manager
Larry Breceda, Public Safety Manager
Annette Juarez, City Clerk

5. PLEDGE TO THE FLAG

The flag salute was led by Mr. Levon Yotnakhparian.

6. SPECIAL ITEMS

A. Presentation of the Route 66 Sign Design

Planning Manager Golding provided a brief overview of the Route 66 Sign design project to honor the City's upcoming centennial birthday in 2026; he shared that the proposed sign is a part of the City's beautification project.

Milton Solomon, Vice President of Architectural Designs & Signs (AD&S), presented his proposed design for the Route 66 sign.

Discussion ensued regarding the sizing, night lighting, and the colors of the sign.

Public Comment

Alan Hellen expressed his appreciation of the Route 66 sign.

At the direction of the Council, Staff and Mr. Solomon will revise the sign design to include the suggestions of the Council and return to a future meeting to present the revised design.

B. Presentation of the Healthcare Workers Minimum Wage Ordinance Initiative in the City of Duarte Economic and Fiscal Impact Report

Councilmember Schulz recused herself from the Item pursuant to FPPC Regulation 18707.

Councilmember Truong recused himself from the Item pursuant to FPPC Regulation 18707.

City Manager Jordan introduced the item and provided a brief background.

Steve Mermell, Management Partners, gave a presentation on the Economic and Fiscal Impact Report for the Healthcare Workers Minimum Wage Ordinance.

Public Comment

Steve Hernandez addressed the Council to express his opinion regarding the impact of the initiative.

John Fasana addressed the Council to express his opinion regarding the ballot initiative and the impact on the City of Hope.

C. Chamber of Commerce Quarterly Report

Shoshanna Puccia, Duarte Chamber of Commerce Executive Director, presented a recap of Quarter 1, gave an update on the Farmer's Market, and shared upcoming events the Chamber will host.

7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

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

Samira Mejia, Think Together General Manager, shared that the organization will be having an open-house style event to highlight the importance of after school programs on October 17th.

John Fasana announced the virtual City of Hope Walk for Hope event on November 6.

Assistant to the City Manager Rocha announced upcoming City events.

8. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Director of Public Safety Villalobos introduced the City's new Code Enforcement Officer, Emily Lepone.

9. CONSENT CALENDAR

Councilmember Truong and Councilmember Schulz recused themselves from voting on Consent Calendar Item 9-H pursuant to FPPC Regulation 18707.

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – September 13, 2022. (CC/HA/FA)
- D. Approval of Warrants – October 11, 2022. (CC/HA/FA)
- E. Receive and file the Parks and Recreation Department Status Report for October 2022.
- F. Receive and file the Community Development Department Status Report for October 2022.
- G. Award of Contract for the Roof Replacement for Fitness Center Building – Project 23-01 to Bellock General Contracting, Inc. DBA Essential Roofing, as the lowest responsive and responsible bidder in the amount of \$186,270, in addition to a ten percent contingency, for a total project budget of \$205,000; and approval of a General Fund budget amendment in the amount of \$53,000.
- H. Receive and file the Report on the economic and fiscal impact of the Healthcare Workers Minimum Wage Ordinance Initiative in the City of Duarte.

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

AYES: KANG, LEWIS, SCHULZ, TRUONG, GARCIA, FINLAY
NOES: NONE
ABSTAIN: SCHULZ, TRUONG (Item 9H)
ABSENT: NONE

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

Receive and file the Community Development Department Status Report for October 2022.

Director of Community Development Hensley responded to questions regarding the evergreen pedestrian improvement and reported that the improvements are a part of ATP cycle 4 grant improvements.

City Manager Jordan shared that Staff would provide a more comprehensive staff report at a future council meeting for further discussion.

Moved by Councilmember Garcia, seconded by Councilmember Schulz, and carried by the following vote of the Council to receive and file Item 9-F of the Consent Calendar.

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

11. PUBLIC HEARINGS

Introduction and first reading of Ordinance No. 912 amending the Duarte Municipal Code to enhance public safety tools, improve City processes and due process, and comply with State law

Director of Public Safety Villalobos discussed the proposed Ordinance which would update City's regulations regarding possession and drinking of alcohol, vandalism and graffiti, strage and removal of personal property, aggressive panhandling, public nudity, and catalytic converters in the Municipal Code.

Mayor Finlay opened the Public Hearing at 9:11 p.m.

City Clerk Juarez announced that no communication was received.

Public Comment

None.

Mayor Finlay closed the Public Hearing at 9:12 p.m.

In response to questions posed by Council, Director of Public Safety Villalobos communicated information regarding the automobile thefts, catalytic converter thefts, and graffiti removal.

Matt Silver, Silver & Wright, further clarified the graffiti removal provisions within the proposed Ordinance.

Director of Public Safety Villalobos also discussed the provision in the proposed Ordinance which would allow for the City to issue an award for a crime.

Moved by Councilmember Schulz, seconded by Councilmember Truong, and carried by the following vote of the Council to introduce and conduct the first reading of Ordinance No. 912 amending the Duarte Municipal Code to enhance public safety tools, improve City processes and due process, and comply with State law.

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

12. BUSINESS ITEMS

Authorization of emergency purchases pursuant to DMC Section 2.36.050; Authorization for the City Manager to enter into a cooperative agreement with U.S. Department of Agriculture – Natural Resources Conservation Service (NRCS); Authorization for the purchasing officer to execute all contracts and purchase orders related to any emergency-related clean-up of debris and the implementation of the NRCS Agreement; and Approval of a budget amendment in the amount of \$466,000

Public Works Manager Sandoval provided a staff report, describing the damage caused by the Fish Fire. She detailed the plan developed by the City to mitigate debris flow caused by the fire and discussed the need for the Council to authorize emergency purchases, contracts, and purchase orders related to any future emergency clean-up of debris in the amount of \$466,000.

In response to a question posed by the Council, Public Works Manager Sandoval stated that the \$466,000 includes the total cost estimate without the consideration of any potential reimbursements. City Manager Jordan further elaborated on the calculation of the total cost.

Moved by Councilmember Schulz, seconded by Councilmember Truong, and carried by the following vote of the Council to authorize emergency purchases pursuant to DMC Section 2.36.050; authorize the City Manager to enter into a cooperative agreement with U.S. Department of Agriculture – Natural Resources Conservation Service (NRCS); authorize the purchasing officer to execute all contracts and purchase orders related to any emergency-related clean-up of debris and the implementation of the NRCS Agreement; and approve a budget amendment in the amount of \$466,000.

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

Approval of Amendment No. 1 to the Professional Services Agreement with Tripepi Smith & Associates, Inc. to provide ongoing communications support from November 1, 2022 to October 31, 2025 and adjusting the scope of work; and authorization for the City Manager to execute the Agreement

Assistant to the City Manager Rocha gave a presentation regarding the scope of work Tripepi Smith & Associates performs for the City, accomplishments, suggested amendments to the agreement, and costs.

In response to questions posed by the Council, Assistant to the City Manager Rocha discussed metrics and content published by. Tripepi Smith & Associates.

Council discussed the consistency of content posts along all social media platforms and the suggested amendments to the agreement.

Moved by Councilmember Truong, seconded by Councilmember Garcia, and carried by the following vote of the Council to approve Amendment No. 1 to the Professional Services Agreement with Tripepi Smith & Associates, Inc. to provide ongoing communications support from November 1, 2022 to October 31, 2025 and adjusting the scope of work; and authorize the City Manager to execute the Agreement.

AYES: KANG, LEWIS, TRUONG, GARCIA, FINLAY

NOES: NONE

ABSTAIN: NONE

ABSENT: SCHULZ*

*Councilmember Schulz left the meeting at 9:49 p.m. due to a time conflict.

13. CONTINUATION OF ORAL COMMUNICATIONS

Parks and Recreation Director Enriquez shared that the City of Duarte's Senior Center is being recognized and honored with a City Champion Award at the YWCA 2022 Champions of Change Award luncheon on Thursday, November 10th. He expressed that this award is to the credit of the staff leadership at the Senior Center.

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

Councilmember Truong thanked Staff; and reported that he attended the JPIA risk management conference.

Councilmember Garcia thanked Staff for their hard work.

Councilmember Kang inquired about the thermal camera and asked for a status update at the next council meeting.

Councilmember Lewis announced that October is Breast Cancer Awareness month and shared that his prayers are with all survivors.

In response to a question posed by Mayor Finlay, Community Development Director Hensley reported that Staff will take a look at the utility unit at 802 Buena Vista St.

Community Development Director Hensley informed Council that the Johnson-Yang business center upgrades are complete, and staff is in communication with the owners to install brighter lighting.

15. ADJOURNMENT

At 10:07 p.m. the City Council adjourned the meeting in memory of Dorothy Evans, Dennis Mielke, and Doug Edwards.

Margaret Finlay, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-2120	JHJ CONSTRUCTION	Pool Const Deposit Refuhnd (Pmt #2020-421)	217996		500.00
100-1805-7965	DISABILITY ACCESS CONSULTAN...	DACTrak Subscription 6/1/22 - 5/31/23	2570		2,000.00
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	217989		140.00
100-1605-7733	RODOLFO CARDENAS	SC Dance Entertainment DJ	217978		175.00
100-1605-7730	PARTY PRONTO INC	Halloween Howl Rentals 10/31/2022	218004		2,169.00
100-1405-7965	KOA CORPORATION	Greenbank Speed Study 6/27/22 - 7/31/22	2578		598.30
100-1825-7687	SURE-CLOSE INC	SB1383 Kitchen Pails	218023	202219-CalRecycle SB1383-Was...	3,000.00
100-1605-7735	CAPITAL ONE	TC Back to School BBQ Supplies	BD23-0486		184.04
100-1605-7730	CAPITAL ONE	Duarte Under the Stars Supplies	BD23-0486		33.13
100-1605-7741	CAPITAL ONE	Youth Sports Supplies	BD23-0486		23.02
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 8/2022	218012		20.00
100-1605-7737	CAPITAL ONE	SC Beach Supplies	BD23-0486		79.73
100-1205-7780	AUNDRIA SOLIS	AC Training 9/26/22 - 9/30/22 Reimbursement	218020		139.00
100-1205-7610	EDGAR MAYORGA	CSO Training 9/26/22 - 9/30/22 Reimbursement	218001		139.00
100-1605-7732	CAPITAL ONE	Picnic Supplies	BD23-0486		140.69
100-1605-7741	CAPITAL ONE	Sports Chairs	BD23-0486		44.05
100-1605-7732	CAPITAL ONE	City Picnic Supplies	BD23-0486		20.37
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD23-0486		116.18
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 8/2022	218014	202102-Cap Improv-CH CDBG ...	8,961.95
100-1010-7612	THE REGENTS OF THE UNIVERSI...	2022 CA Municipal Law Handbook	218024		526.38
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvc 9/4/22 - 9/17/22	2561		4,694.37
100-1605-7732	SMART & FINAL	2022 City Picnic Performer Snacks	2595		73.46
100-1405-7613	CANON SOLUTIONS AMERICA I...	CMD Lg Printer/Scanner Toner & Paper	217977		1,038.77
100-1605-7733	CARLOS FELIPE PEREZ	SC Halloween Party DJ 10/31/22	218005		500.00
100-1605-7730	CARLOS FELIPE PEREZ	Halloween Howl 2022 DJ 10/31/22	218006		650.00
100-1020-7711	U.S. BANK	Balance-Employee Event 9/1/22 (Bowlero)	2603		2,810.90
100-1020-7726	U.S. BANK	Adobe Creative Cloud 9/13/22 - 10/12/22	2603		34.99
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 9/12/22 - 10/11/22	2603		4.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 9/12/22 - 10/11/22	2603		5.00
100-1805-7610	U.S. BANK	Staff Mtg Refreshments 9/15/22 (T Burgers)	2603		91.19
100-1805-7610	U.S. BANK	Kristen P Breakfast w/CC 9/1/22 (Peach Cafe)	2603		46.98
100-1805-7980	U.S. BANK	Microsoft 365 8/27/22 - 9/26/22	2603		12.00
100-1810-7610	U.S. BANK	Staff Mtg Refreshments 8/25/22 (McDonalds)	2603		23.47

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1810-7614	U.S. BANK	Return-HR Office Supplies (Amazon)	2603		-36.03
100-1810-7614	U.S. BANK	HR Office Supplies (Amazon)	2603		35.14
100-1815-7632	U.S. BANK	Adobe Creative Cloud 9/13/22 - 10/12/22	2603		658.75
100-1815-7632	U.S. BANK	Finance Webinar 9/7/22 - 10/6/22 (Zoom)	2603		80.00
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911 8/10/22 - 9/9/22	2603		23.64
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Animal Control Sedative	217992		281.43
100-1815-7980	THE TECHNOLOGY DEPOT INC	PS Infrastructure for New Desk Wiring	2600		2,039.59
100-1815-7980	THE TECHNOLOGY DEPOT INC	PS New Desk Phone	2600		1,019.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	2592		75.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	210 Fwy Closure Enforcement 8/17/22 - 8/22/22	2580		8,477.22
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	City of Hope Security 8/16/22	2580		4,930.06
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 9/2022	2586		98.00
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2604		4,227.69
100-1605-7733	SMART & FINAL	SC Softball End of Season Party Supplies	2595		157.85
100-1610-7618	SMART & FINAL	SC Coffee Supplies	2595		16.51
100-1010-7651	COUNTY OF LA REGISTRAR-REC...	Ballot Initiative/Petition Signature Verification	217984		1,906.05
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 9/28/22	2599		160.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 Final Audit	2585		10,000.00
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 9/2022	217975		1,950.00
100-1610-7617	CALIBER COMMERCIAL POOL S...	Pool Chemicals	217975		291.72
100-1015-7682	BURKE, WILLIAMS & SORESEN...	Labor Legal 8/2022	2564		2,267.50
100-1405-7965	ARCHITERRA DESIGN GROUP	Huntington Dr Medians (Extra Meeting)	2562		1,200.00
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2598		80.03
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2598		80.20
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2598		141.56
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	2598		167.08
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 9/2022	2597		3,733.50
100-1605-7636	CURO MANAGED PRINT PRODU...	Staff Name Tags	217987		17.09
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Srvcs 9/2022	2566		20,017.55
100-1610-7618	IT'S A GAS INC	SC Helium Tank	2576		412.99
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Srvcs 10/2022	2591		5,166.67
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Contract-Teen Ctr (Quarterly)	217967		1,038.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Contract-Town Ctr/Senior Ctr (Quarterly)	217967		3,420.00
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 9/2022	2594		336.80
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 9/2022	2594		9,145.06
100-1015-7684	SILVER & WRIGHT LLP	General Code Enforcement Legal 9/2022	2594		6,977.60
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Legal 9/2022	2594		1,079.70
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions 9/2022	2594		4,500.00
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions - Costs 9/2022	2594		26.25
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maint 8/27/22 - 9/26/22	217977		57.31
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563	250016-Oper of Acq Prop-1229 ...	58.55

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 9/2022	2601		187.49
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 10/2022	2575		1,673.09
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 11/1/22 - 1/31/23	218009		664.60
100-1205-7636	CONDOR ELITE INC	CC/AC (E Lepone) Uniforms	217982		37.95
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 9/2022	2589	202219-CalRecycle SB1383-Was...	3,312.50
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 9/2022	2589		150.00
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	218022		1,511.85
100-1205-7610	CACEO	Emily Lepone Academy Mod 3 Course	217974		500.00
100-1205-7612	CACEO	Emily Lepone Membership Dues	217974		100.00
100-1610-7618	IT'S A GAS INC	Cmty Ctr Helium Tank	2576		495.12
100-4302	HAMID GHULAM	Citation Reimbursement	217993		60.00
100-1605-7733	SMART & FINAL	TC Event Ice Cream	2595		14.99
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 11/1/22 - 11/30/22	2587		173.84
100-1410-7980	CIMA FIRE PROTECTION CO	Field Srvcs Fire Extinguisher Service	217979		193.00
100-1610-7652	CIMA FIRE PROTECTION CO	CH/CC/SC Fire Extinguisher Service	217979		463.00
100-1410-7650	AUTOZONE	Vehicle 3 Headlight	217970		44.21
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2567		97.24
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2567		31.04
100-1205-7636	FSP DESIGNS	D Vaillancourt Uniform Embroidery	2571		75.00
100-2126	JORGE TORRES	Const/Demo Deposit Refund (Pmt #2020-528)	218025		500.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2022	2569		1,266.07
100-1205-7761	DATA TICKET INC	DUI Processing 8/2022	2569		3.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2022	2569		2,404.03
100-1610-7652	SIMON EQUIPMENT RENTALS	Scissor Lift Rental	218019		339.63
100-1605-7756	CHRISTOPHER J TUCKER	SC Instructor Payment (TaiQi- QiGong)	2602		392.00
100-1605-7733	STAPLES ADVANTAGE	SC Desk Stand	2598		157.65
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Planner Services 9/1/2022 - 9/30/2022	217973		435.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 9/1/22 - 9/30/22	BD23-0465		1,178.32
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding	218003		58.00
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerpirnt Apps 9/2022	2565		416.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvcs 9/18/22 - 10/1/22	2561		5,369.01
100-4302	TYLER JOYCE	Citation Reimbursement/Refund	217997		10.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 10/3/2022 - 10/9/2022	2588		2,835.00
100-2026	ANDREW LA	Equipment Deposit Refund	217998		25.00
100-1605-7636	JAG ENDEAVORS LLC	Staff Uniforms	217995		560.27
100-1805-7610	CSMFO	Angela C 2022 Weekend Training 11/2022	217986		500.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 8/2022	218014		720.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 8/2022	218014		2,160.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 8/2022	218014		1,000.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Srvcs 8/2022	218014		206.25
100-1205-7614	SHAFFER AWARDS	Office Supplies	218018		65.98
100-1610-7618	WAXIE SANITARY SUPPLY	Return/Credit Memo	2604		-127.15

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7965	ARCHITECTURAL DESIGN & SIG...	Route 66 Art Piece Presentation & Support	217969		2,400.00
100-1005-7642	ROTARY CLUB OF DUARTE	M Finlay FY23 Q2 Dues	218017		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz FY23 Q2 Dues	218017		80.00
100-1010-7612	ROTARY CLUB OF DUARTE	Dan Jordan FY23 Q2 Dues	218017		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Brian Villalobos FY23 Q2 Dues	218017		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc FY23 Q2 Dues	218017		240.00
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Payment 1 of 3/Implementation	218028		26,400.00
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	2598		163.66
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	2598		196.20
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	2598		64.17
100-1605-7735	SMART & FINAL	MYC Voter Registrtation Supplies	2595		29.98
100-1610-7618	MAINTEX INC	Janitorial Supplies	2581		1,993.72
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue 9/2022	218021		6,811.50
100-1805-7653	SECTRAN SECURITY INC	October 2022 Courier Pick-up	2593		319.88
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	BD23-0503		98.25
100-1605-7739	CURO MANAGED PRINT PRODU...	Pumpkin Patch Yard Signs	217987		202.86
100-1405-7965	KOA CORPORATION	Greenbank Speed Study 8/1/22 - 9/30/22	2578		4,021.58
100-2126	DAVID ROMERO	Const/Demo Deposit Refund (Pmt #2021-128)	218016		2,718.28
100-1020-7712	GOVERNANCE SCIENCES GROUP..	FlashVote 9/1/22 - 8/31/23 (Cmty Info Tool)	217994		5,900.00
100-1610-7618	SMART & FINAL	Council Meeting Supplies	2595		145.43
100-1610-7618	CWF FLOORING INC	Dance Mirrors	217988		1,251.54
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2567		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2567		8.64
100-1020-7724	SOUTHERN CALIFORNIA EDISON	PO Pkg Lot Lease 11/1/2022 - 1/31/2023	2596		2,238.25
100-2126	MARIA MARQUEZ	Const/Demo Deposit Refund (Pmt #2021-310)	218000		1,803.88
100-1610-7618	SMART & FINAL	SC Coffee Supplies	2595		121.82
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	2595		168.38
100-2026	CASSIDY RECTOR	Equipment Deposit Refund	218011		25.00
100-1405-7613	CANON SOLUTIONS AMERICA I...	CMD Lg Printer/Scanner Paper	217977		57.88
100-1805-7610	CSMFO	Angela C Governmental Accounting 10/12/22	217986		200.00
100-1605-7610	CALIFORNIA PARK & RECREATI...	Susie Perez 2023 CPRS Conference	217976		465.00
100-1205-7783	COUNTY OF LOS ANGELES PRO...	PIP Program DPO R Abernathy 7/1/22 - 9/30/22	2568		26,250.00
100-1205-7783	COUNTY OF LOS ANGELES PRO...	PIP Program DPO R Abernathy 7/1/22 - 9/30/22	2568	202105-GAPP Prog	913.25
100-1810-7610	KRISTEN PETERSEN	JPIA Conference Expense Reimbursement	218007		133.76
100-1605-7610	DUARTE RECREATION PETTY CA...	Staff Training Supplies	217990		62.23
100-1605-7614	DUARTE RECREATION PETTY CA...	Office Supplies	217990		8.90
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Balloons (Softball Season Party)	217990		31.38
100-1605-7733	ABRAHAM MARTINEZ	Rotary Pancake Breakfast Entertainment	2582		300.00
100-4816	SHERRILL CLAPSADDLE	Adult Excursion Refund	217981		55.00
100-2120	LUCILA OSORIO	TC Rent DepositRefund	218002		300.00
100-2120	DARLENE ACUNA	TC Rent Deposit Refund	217968		300.00
100-2120	ALYSON LECEA	ROP Bldg Rent Deposit Refund	217999		150.00
100-2120	KAREN VASQUEZ	CC Rent Deposit Refund	218026		500.00
100-2012	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 Calle Villada)	218013		1.00
100-2013	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 Calle Villada)	218013		0.80

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4201	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 Calle Villada)	218013		390.80
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	2598		140.39
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	218027		50.00
100-1405-7690	DANNY RAMIREZ	Planning Commission Meeting	218010		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	2574		50.00
100-1405-7610	NICHOLAS BALDWIN	Cal APA Conference Parking Reimbursement	217971		64.08
100-1815-7965	MAXTREME INC	IT Helpdesk 10/2022	2583		12,500.00
100-1610-7650	AUTOZONE	Vehicle 6 Battery & Lights	217970		137.78
100-1605-7650	MONROVIA BODY SHOP	Vehicle #31 Repair (Payment 2 of 2)	2584		4,546.73
100-1610-7650	AUTOZONE	Truck #6 Parts/Repair	217970		7.93
100-1010-7612	CITY CLERKS ASSOCIATION OF C...	Christine Soo Membership	217980		200.00
100-4302	ERNESTO BENAVIDEZ	Citation Dismissal/Refund	217972		53.00
100-2120	ARLENE ROBLES	Pool Rent Deposit Refund	218015		200.00
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 10/2022 (R96501)	217991	250004 - Property Rent - Nextel...	1,850.51
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 9/2022 (R95941)	217991	250004 - Property Rent - Nextel...	1,850.51
Fund 100 - GENERAL FUND Total:					267,581.04
Fund: 220 - GAS TAX FUN					
220-2220-7980	JCL TRAFFIC SERVICES	City Picnic Traffic Control 9/24/22	2577		863.00
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Parking Signs	2577		3,031.88
Fund 220 - GAS TAX FUN Total:					3,894.88
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2435-7887	COUNTY OF LOS ANGELES AGRI...	Ridgecrest LLD Gopher Control 8/2022	217985		236.29
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hunt Dr Median	2579		218.30
240-2405-7888	ECM PECO INC / PRECISION ELE...	Wire & Conduit Tracing-Hunt Dr Lights	218008		1,515.00
240-2410-7663	RUDY'S PLUMBING INC	New Backflow Installation-Duarte Median	2590		6,100.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		744.65

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	2563		702.50
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217983		90.14
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	217983		103.02
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					37,256.21
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	218022		1,133.90
440-4405-7980	SUPERIOR PROPERTY SERVICES ...	Bus Stop Cleaning 9/20/22	218022		1,278.75
440-4405-7650	AUTOZONE	Yard Supplies	217970		63.28
Fund 440 - PROPOSITION A TRANSIT FUND Total:					2,475.93
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	218022		1,133.90
460-4605-7980	SUPERIOR PROPERTY SERVICES ...	Bus Stop Cleaning 9/20/22	218022		1,046.25
460-4605-7650	CIMA FIRE PROTECTION CO	Transportation Dept Fire Extinguisher Service	217979		213.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					2,393.15
Fund: 680 - Duarte Housing Authority					
680-6805-7965	HARRIS & ASSOCIATES	FY22 Housing Authority Report 8/28/22 - 10/1/22	2572		6,677.50
Fund 680 - Duarte Housing Authority Total:					6,677.50
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
681-6815-7965	HARRIS & ASSOCIATES	FY22 SB341 Report 8/28/22 - 10/1/22	2572		3,685.00
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					3,685.00
Grand Total:					323,963.71

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	267,581.04
220 - GAS TAX FUN	3,894.88
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	37,256.21
440 - PROPOSITION A TRANSIT FUND	2,475.93
460 - PROPOSITION C TRANSIT FUND	2,393.15
680 - Duarte Housing Authority	6,677.50
681 - Former RDA Low-Mod Income Housing Asset Fund	3,685.00
Grand Total:	323,963.71

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	110.00
100-1005-7644	Travel & Exp - Schulz	155.00
100-1010-7612	Publications and Dues	966.38
100-1010-7614	Office Supplies	140.39
100-1010-7651	Election Services	1,906.05
100-1010-7670	Legal Notices	3,733.50
100-1015-7682	Labor Counsel Legal	2,267.50
100-1015-7684	Code Enforcement Legal	22,065.41
100-1020-7711	Employee Recognition C...	2,810.90
100-1020-7712	Community Information (...)	5,900.00
100-1020-7724	Post Office Parking	2,399.83
100-1020-7726	Council Cablecasting	34.99
100-1205-7610	Travel, Mtgs & Conf	639.00
100-1205-7612	Publications and Dues	580.00
100-1205-7614	Office Supplies	293.81
100-1205-7636	Uniforms	112.95
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	10,484.60
100-1205-7780	Animal Control	5,685.10
100-1205-7781	Contract Law Enforcement	13,407.28
100-1205-7782	Crossing Guard Contract ...	10,063.38
100-1205-7783	GAPP Program	27,163.25
100-1405-7610	Travel, Mtgs & Conf	64.08
100-1405-7613	Duplications And Photos	1,096.65
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	20,017.55
100-1405-7965	Professional Services	8,219.88
100-1405-7969	City Engineer	4,086.25
100-1405-7980	Other Expenses	435.00
100-1405-8100	Other Capital Improvemnts	8,961.95
100-1410-7650	Vehicle Maintenance	44.21
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	1,511.85
100-1410-7980	Other Expenses	193.00
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7610	Travel, Mtgs & Conf	527.23
100-1605-7614	Office Supplies	175.98
100-1605-7636	Uniforms	577.36
100-1605-7650	Vehicle Maintenance	4,546.73
100-1605-7730	Special Events	2,852.13
100-1605-7732	City Picnic	234.52
100-1605-7733	Senior Center	1,650.24
100-1605-7735	Teen Center	335.20
100-1605-7737	Adult Excursions	79.73
100-1605-7739	Publicity	202.86
100-1605-7741	Sports/Playground Progr...	67.07

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7756	Senior Recreation Classes	392.00
100-1610-7617	Pool Chemicals	291.72
100-1610-7618	Building Supplies	8,537.67
100-1610-7636	Uniforms	123.60
100-1610-7650	Vehicle Maintenance	145.71
100-1610-7652	Building Maint Services	9,097.24
100-1610-7660	Other Services	2,835.00
100-1805-7610	Travel, Mtgs & Conf	838.17
100-1805-7614	Office Supplies	80.20
100-1805-7653	Bank Charges	418.13
100-1805-7654	Audit Services	10,000.00
100-1805-7965	Professional Services	2,000.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	157.23
100-1810-7614	Office Supplies	-0.89
100-1810-7660	Other Services	416.00
100-1815-7632	Software Maintenance	1,917.07
100-1815-7820	Finance System Support	26,400.00
100-1815-7830	Telephones	23.64
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	3,058.59
100-1825-7613	Duplications And Photos	417.79
100-1825-7630	Equipment Lease	664.60
100-1825-7631	Equipment Maintenance	57.31
100-1825-7687	Waste Mgmt Services	6,462.50
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	58.00
100-2012	Green Building Fees Payab..	1.00
100-2013	Strong Motions Fees Paya...	0.80
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	1,950.00
100-2125	Metro Pass Through (TAP)	20.00
100-2126	Construction and Demolit...	5,022.16
100-4201	Building Permits	390.80
100-4302	Parking Citations	123.00
100-4408	Property Rental	3,701.02
100-4816	Senior Recreation Class F...	55.00
220-2210-7813	Regulatory Signs	3,031.88
220-2220-7980	Other Expenses	863.00
240-2405-7888	Repairs-Citywide	1,708.16
240-2410-7663	Other Serv-Medians	6,100.00
240-2410-7891	Repairs-Medians	218.30
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7887	Repairs & Replacements	236.29
240-2435-7914	Landscape Maintenance	702.50

Account Summary

Account Number	Account Name	Payment Amount
440-4405-7650	Vehicle Maintenance	63.28
440-4405-7814	Graffiti Removal	1,133.90
440-4405-7980	Other Expenses	1,278.75
460-4605-7650	Vehicle Maintenance	213.00
460-4605-7814	Graffiti Removal	1,133.90
460-4605-7980	Other Expenses	1,046.25
680-6805-7965	Professional Services	6,677.50
681-6815-7965	Professional Services	3,685.00
Grand Total:		323,963.71

Project Account Summary

Project Account Key	Payment Amount
None	304,016.44
202102-Cap Improv-CH CDBG ADA Improvement	8,961.95
202105-GAPP Prog	913.25
202219-CalRecycle SB1383-Waste Mgmt Svcs-FY24	6,312.50
250004 - Property Rent - Nextel Rent (Otis Gordon)	3,701.02
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	323,963.71



City of Duarte

Council Warrant Register By Vendor

By Fund

Payment Dates 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6295 - 211 ELECTRONIC SERVICES INC					
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 10/3/2022 - 10/9/2022	P 7895		2,835.00
Vendor 6295 - 211 ELECTRONIC SERVICES INC Total:					2,835.00
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7733	ABRAHAM MARTINEZ	Rotary Pancake Breakfast Entertainment	11/9/2022		300.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					300.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Contract-Teen Ctr (Quarterly)	20317981		1,038.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	HVAC Contract-Town Ctr/Senior Ctr (Quarterly)	20317982		3,420.00
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					4,458.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Svcs 9/4/22 - 9/17/22	79938		4,694.37
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Svcs 9/18/22 - 10/1/22	80317		5,369.01
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					10,063.38
Vendor: T4556 - ALYSON LECEA					
100-2120	ALYSON LECEA	ROP Bldg Rent Deposit Refund	R96268		150.00
Vendor T4556 - ALYSON LECEA Total:					150.00
Vendor: T4552 - ANDREW LA					
100-2026	ANDREW LA	Equipment Deposit Refund	10062022		25.00
Vendor T4552 - ANDREW LA Total:					25.00
Vendor: 4498 - ARCHITECTURAL DESIGN & SIGNS INC					
100-1405-7965	ARCHITECTURAL DESIGN & SIGNS INC	Route 66 Art Piece Presentation & Support	84403		2,400.00
Vendor 4498 - ARCHITECTURAL DESIGN & SIGNS INC Total:					2,400.00
Vendor: 4580 - ARCHITERRA DESIGN GROUP					
100-1405-7965	ARCHITERRA DESIGN GROUP	Huntington Dr Medians (Extra Meeting)	30102		1,200.00
Vendor 4580 - ARCHITERRA DESIGN GROUP Total:					1,200.00
Vendor: T4424 - ARLENE ROBLES					
100-2120	ARLENE ROBLES	Pool Rent Deposit Refund	R96352/69916		200.00
Vendor T4424 - ARLENE ROBLES Total:					200.00
Vendor: 6439 - AUNDRIA SOLIS					
100-1205-7780	AUNDRIA SOLIS	AC Training 9/26/22 - 9/30/22 Reimbursement	BCTC0052078		139.00
Vendor 6439 - AUNDRIA SOLIS Total:					139.00
Vendor: 1491 - AUTOZONE					
100-1410-7650	AUTOZONE	Vehicle 3 Headlight	2814788034		44.21
100-1610-7650	AUTOZONE	Vehicle 6 Battery & Lights	2814800828		137.78
100-1610-7650	AUTOZONE	Truck #6 Parts/Repair	2814801643		7.93
Vendor 1491 - AUTOZONE Total:					189.92
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 10/2022	8089195		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 10/2022	8089195		2,009.15

Council Warrant Register By Vendor

Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195	250016-Oper of Acq Prop-1229 ...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,229.28
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Planner Services 9/1/2022 - 9/30/2022	352-06.02		435.00
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					435.00
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 8/2022	290435		2,267.50
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					2,267.50
Vendor: 3981 - CACEO					
100-1205-7610	CACEO	Emily Lepone Academy Mod 3 Course	200022669		500.00
100-1205-7612	CACEO	Emily Lepone Membership Dues	300016706		100.00
Vendor 3981 - CACEO Total:					600.00
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL S...	Weekly Pool Servicing Contract 9/2022	221070901		1,950.00
100-1610-7617	CALIBER COMMERCIAL POOL S...	Pool Chemicals	221070902		291.72
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					2,241.72
Vendor: 1563 - CALIFORNIA PARK & RECREATION SOCIETY					
100-1605-7610	CALIFORNIA PARK & RECREATI...	Susie Perez 2023 CPRS Conference	89409		465.00
Vendor 1563 - CALIFORNIA PARK & RECREATION SOCIETY Total:					465.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerpirnt Apps 9/2022	607852		416.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					416.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1405-7613	CANON SOLUTIONS AMERICA I...	CMD Lg Printer/Scanner Toner & Paper	148032300		1,038.77
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maint 8/27/22 - 9/26/22	6002000175		57.31
100-1405-7613	CANON SOLUTIONS AMERICA I...	CMD Lg Printer/Scanner Paper	148034730		57.88
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					1,153.96
Vendor: 6229 - CAPITAL ONE					
100-1605-7735	CAPITAL ONE	TC Back to School BBQ Supplies	200715		184.04
100-1605-7730	CAPITAL ONE	Duarte Under the Stars Supplies	04577		33.13
100-1605-7741	CAPITAL ONE	Youth Sports Supplies	05273		23.02
100-1605-7737	CAPITAL ONE	SC Beach Supplies	03950		79.73
100-1605-7732	CAPITAL ONE	Picnic Supplies	02809		140.69
100-1605-7741	CAPITAL ONE	Sports Chairs	02809		44.05
100-1605-7732	CAPITAL ONE	City Picnic Supplies	00613		20.37
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	21999		116.18
Vendor 6229 - CAPITAL ONE Total:					641.21
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7733	CARLOS FELIPE PEREZ	SC Halloween Party DJ 10/31/22	44830		500.00
100-1605-7730	CARLOS FELIPE PEREZ	Halloween Howl 2022 DJ 10/31/22	9262022		650.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,150.00
Vendor: T4421 - CASSIDY RECTOR					
100-2026	CASSIDY RECTOR	Equipment Deposit Refund	10122022		25.00
Vendor T4421 - CASSIDY RECTOR Total:					25.00
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Srvc 9/2022	64786		20,017.55
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					20,017.55

Council Warrant Register By Vendor

Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	10/17/2022		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	CHRISTOPHER J TUCKER	SC Instructor Payment (TaiQi-QiGong)	2		392.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					392.00
Vendor: 5197 - CIMA FIRE PROTECTION CO					
100-1410-7980	CIMA FIRE PROTECTION CO	Field Svcs Fire Extinguisher Service	17007		193.00
100-1610-7652	CIMA FIRE PROTECTION CO	CH/CC/SC Fire Extinguisher Service	17010		463.00
Vendor 5197 - CIMA FIRE PROTECTION CO Total:					656.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4133273488		97.24
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4133273488		31.04
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4133949798		26.36
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4133949798		8.64
Vendor 5140 - CINTAS CORPORATION #693 Total:					163.28
Vendor: 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA					
100-1010-7612	CITY CLERKS ASSOCIATION OF C...	Christine Soo Membership	300001655		200.00
Vendor 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA Total:					200.00
Vendor: 6038 - CONDOR ELITE INC					
100-1205-7636	CONDOR ELITE INC	CC/AC (E Lepone) Uniforms	000960		37.95
Vendor 6038 - CONDOR ELITE INC Total:					37.95
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-1010-7651	COUNTY OF LA REGISTRAR-REC...	Ballot Initiative/Petition Signature Verification	23-4007		1,906.05
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					1,906.05
Vendor: 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT					
100-1205-7783	COUNTY OF LOS ANGELES PRO...	PIP Program DPO R Abernathy 7/1/22 - 9/30/22	DUA2223-01	202105-GAPP Prog	913.25
100-1205-7783	COUNTY OF LOS ANGELES PRO...	PIP Program DPO R Abernathy 7/1/22 - 9/30/22	DUA2223-01		26,250.00
Vendor 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT Total:					27,163.25
Vendor: 4171 - CSMFO					
100-1805-7610	CSMFO	Angela C 2022 Weekend Training 11/2022	200014563		500.00
100-1805-7610	CSMFO	Angela C Govermental Accounting 10/12/22	200014516		200.00
Vendor 4171 - CSMFO Total:					700.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7636	CURO MANAGED PRINT PRODU...	Staff Name Tags	6068		17.09
100-1605-7739	CURO MANAGED PRINT PRODU...	Pumpkin Patch Yard Signs	6102		202.86
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					219.95
Vendor: 6437 - CWF FLOORING INC					
100-1610-7618	CWF FLOORING INC	Dance Mirrors	28460		1,251.54
Vendor 6437 - CWF FLOORING INC Total:					1,251.54
Vendor: 6228 - DANNY RAMIREZ					
100-1405-7690	DANNY RAMIREZ	Planning Commission Meeting	10/17/2022		50.00
Vendor 6228 - DANNY RAMIREZ Total:					50.00
Vendor: T4555 - DARLENE ACUNA					
100-2120	DARLENE ACUNA	TC Rent Deposit Refund	R96218		300.00
Vendor T4555 - DARLENE ACUNA Total:					300.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2022	141998		1,266.07

Council Warrant Register By Vendor

Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7761	DATA TICKET INC	DUI Processing 8/2022	142010		3.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2022	142668		2,404.03
Vendor 5501 - DATA TICKET INC Total:					3,673.10
Vendor: T2250 - DAVID ROMERO					
100-2126	DAVID ROMERO	Const/Demo Deposit Refund (Pmt #2021-128)	R89621		2,718.28
Vendor T2250 - DAVID ROMERO Total:					2,718.28
Vendor: 5880 - DISABILITY ACCESS CONSULTANTS LLC					
100-1805-7965	DISABILITY ACCESS CONSULTAN...	DACTrak Subscription 6/1/22 - 5/31/23	22-158		2,000.00
Vendor 5880 - DISABILITY ACCESS CONSULTANTS LLC Total:					2,000.00
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	11/2022		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7610	DUARTE RECREATION PETTY CA...	Staff Training Supplies	10132022		62.23
100-1605-7614	DUARTE RECREATION PETTY CA...	Office Supplies	10132022		8.90
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Balloons (Softball Season Party)	10132022		31.38
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					102.51
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 9/2022 (R95941)	10192022	250004 - Property Rent - Nextel...	1,850.51
100-4408	DUARTE UNIFIED SCHOOL DISTR..	SBA/Nextel Lease 10/2022 (R96501)	10192022	250004 - Property Rent - Nextel...	1,850.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					3,701.02
Vendor: 2227 - DUARTE-AZUSA ANIMAL HOSPITAL					
100-1205-7780	DUARTE-AZUSA ANIMAL HOSPI...	Animal Control Sedative	YG12130		281.43
Vendor 2227 - DUARTE-AZUSA ANIMAL HOSPITAL Total:					281.43
Vendor: 6438 - EDGAR MAYORGA					
100-1205-7610	EDGAR MAYORGA	CSO Training 9/26/22 - 9/30/22 Reimbursement	BCTC0052077		139.00
Vendor 6438 - EDGAR MAYORGA Total:					139.00
Vendor: T4559 - ERNESTO BENAVIDEZ					
100-4302	ERNESTO BENAVIDEZ	Citation Dismissal/Refund	DU020018430		53.00
Vendor T4559 - ERNESTO BENAVIDEZ Total:					53.00
Vendor: 4039 - FSP DESIGNS					
100-1205-7636	FSP DESIGNS	D Vaillancourt Uniform Embroidery	9827		75.00
Vendor 4039 - FSP DESIGNS Total:					75.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 9/1/22 - 9/30/22	4565725883		1,178.32
Vendor 6181 - GOOGLE LLC Total:					1,178.32
Vendor: 6158 - GOVERNANCE SCIENCES GROUP INC					
100-1020-7712	GOVERNANCE SCIENCES GROUP..	FlashVote 9/1/22 - 8/31/23 (Cmty Info Tool)	22-Duarte		5,900.00
Vendor 6158 - GOVERNANCE SCIENCES GROUP INC Total:					5,900.00
Vendor: T4553 - HAMID GHULAM					
100-4302	HAMID GHULAM	Citation Reimbursement	DU020018203		60.00
Vendor T4553 - HAMID GHULAM Total:					60.00
Vendor: 6441 - HDL SOFTWARE LLC					
100-1815-7820	HDL SOFTWARE LLC	Prime BL Software Payment 1 of 3/Implementenation	SIN022029		26,400.00
Vendor 6441 - HDL SOFTWARE LLC Total:					26,400.00

Council Warrant Register By Vendor

Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 10/2022	971786		1,673.09
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,673.09
Vendor: 6090 - IT'S A GAS INC					
100-1610-7618	IT'S A GAS INC	SC Helium Tank	ARP-14755		412.99
100-1610-7618	IT'S A GAS INC	Cmty Ctr Helium Tank	ARP-14757		495.12
Vendor 6090 - IT'S A GAS INC Total:					908.11
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1605-7636	JAG ENDEAVORS LLC	Staff Uniforms	1235		560.27
Vendor 6031 - JAG ENDEAVORS LLC Total:					560.27
Vendor: T4496 - JHJ CONSTRUCTION					
100-2120	JHJ CONSTRUCTION	Pool Const Deposit Refuhnd (Pmt #2020-421)	R86941		500.00
Vendor T4496 - JHJ CONSTRUCTION Total:					500.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	10/2022		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: T3610 - JORGE TORRES					
100-2126	JORGE TORRES	Const/Demo Deposit Refund (Pmt #2020-528)	R89874		500.00
Vendor T3610 - JORGE TORRES Total:					500.00
Vendor: T2321 - KAREN VASQUEZ					
100-2120	KAREN VASQUEZ	CC Rent Deposit Refund	R96290		500.00
Vendor T2321 - KAREN VASQUEZ Total:					500.00
Vendor: 6009 - KOA CORPORATION					
100-1405-7965	KOA CORPORATION	Greenbank Speed Study 6/27/22 - 7/31/22	JC11130 - 5		598.30
100-1405-7965	KOA CORPORATION	Greenbank Speed Study 8/1/22 - 9/30/22	JC11130 - 6		4,021.58
Vendor 6009 - KOA CORPORATION Total:					4,619.88
Vendor: 1592 - KRISTEN PETERSEN					
100-1810-7610	KRISTEN PETERSEN	JPIA Conference Expense Reimbursement	10062022		133.76
Vendor 1592 - KRISTEN PETERSEN Total:					133.76
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	210 Fwy Closure Enforcement 8/17/22 - 8/22/22	230496LL		8,477.22
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	City of Hope Security 8/16/22	230497LL		4,930.06
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					13,407.28
Vendor: T4557 - LUCILA OSORIO					
100-2120	LUCILA OSORIO	TC Rent DepositRefund	R95546		300.00
Vendor T4557 - LUCILA OSORIO Total:					300.00
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	1006838-00		1,993.72
Vendor 5868 - MAINTEX INC Total:					1,993.72
Vendor: T4551 - MARIA MARQUEZ					
100-2126	MARIA MARQUEZ	Const/Demo Deposit Refund (Pmt #2021-310)	R91543		1,803.88
Vendor T4551 - MARIA MARQUEZ Total:					1,803.88
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 10/2022	13630		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0435 - MONROVIA BODY SHOP					
100-1605-7650	MONROVIA BODY SHOP	Vehicle #31 Repair (Payment 2 of 2)	10993008-Final		4,546.73
Vendor 0435 - MONROVIA BODY SHOP Total:					4,546.73
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 Final Audit	13013		10,000.00
Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:					10,000.00
Vendor: 5954 - NICHOLAS BALDWIN					
100-1405-7610	NICHOLAS BALDWIN	Cal APA Conference Parking Reimbursement	10032022		64.08
Vendor 5954 - NICHOLAS BALDWIN Total:					64.08
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 9/2022	3035199		98.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					98.00
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding	528225		58.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					58.00
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7730	PARTY PRONTO INC	Halloween Howl Rentals 10/31/2022	O40093		2,169.00
Vendor 6286 - PARTY PRONTO INC Total:					2,169.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 11/1/22 - 11/30/22	1517887		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 11/1/22 - 1/31/23	N9610224		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 9/2022	122191		150.00
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 9/2022	122191	202219-CalRecycle SB1383-Was...	3,312.50
Vendor 6372 - R3 CONSULTING GROUP Total:					3,462.50
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENTER	TAP Card Reload 8/2022	6017470		20.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					20.00
Vendor: T4558 - RELIABLE ROOFING AND RETRO-FIT					
100-2012	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 R96554 Calle Villada)			1.00
100-2013	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 R96554 Calle Villada)			0.80
100-4201	RELIABLE ROOFING AND RETRO..	Permit Refund (#2022-544; 2495 R96554 Calle Villada)			390.80
Vendor T4558 - RELIABLE ROOFING AND RETRO-FIT Total:					392.60
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 8/2022	32724	202102-Cap Improv-CH CDBG ...	8,961.95
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 8/2022	32754		720.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 8/2022	32755		2,160.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 8/2022	32756		1,000.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Svcs 8/2022	32757		206.25
Vendor 0904 - RKA CONSULTING GROUP Total:					13,048.20

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Dance Entertainment DJ	10/27/2022		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 0076 - ROTARY CLUB OF DUARTE					
100-1005-7642	ROTARY CLUB OF DUARTE	M Finlay FY23 Q2 Dues	FY23 Q2		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz FY23 Q2 Dues	FY23 Q2		80.00
100-1010-7612	ROTARY CLUB OF DUARTE	Dan Jordan FY23 Q2 Dues	FY23 Q2		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc FY23 Q2 Dues	FY23 Q2		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Brian Villalobos FY23 Q2 Dues	FY23 Q2		240.00
Vendor 0076 - ROTARY CLUB OF DUARTE Total:					910.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Srvc 10/2022	10/2022D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 5497 - SARA VASQUEZ					
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	10/17/2022		50.00
Vendor 5497 - SARA VASQUEZ Total:					50.00
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	October 2022 Courier Pick-up	22100568		319.88
Vendor 6277 - SECTRAN SECURITY INC Total:					319.88
Vendor: 0202 - SHAFFER AWARDS					
100-1205-7614	SHAFFER AWARDS	Office Supplies	6929		65.98
Vendor 0202 - SHAFFER AWARDS Total:					65.98
Vendor: T3963 - SHERRILL CLAPSADDLE					
100-4816	SHERRILL CLAPSADDLE	Adult Excursion Refund	2001333.002		55.00
Vendor T3963 - SHERRILL CLAPSADDLE Total:					55.00
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 9/2022	30350		9,145.06
100-1015-7684	SILVER & WRIGHT LLP	General Code Enforcement Legal 9/2022	30350		6,977.60
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Legal 9/2022	30350		1,079.70
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 9/2022	30350		336.80
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions 9/2022	30383		4,500.00
100-1015-7684	SILVER & WRIGHT LLP	Criminal Prosecutions - Costs 9/2022	30384		26.25
Vendor 5441 - SILVER & WRIGHT LLP Total:					22,065.41
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7652	SIMON EQUIPMENT RENTALS	Scissor Lift Rental	144322		339.63
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					339.63
Vendor: 0209 - SMART & FINAL					
100-1605-7732	SMART & FINAL	2022 City Picnic Performer Snacks	0090		73.46
100-1605-7733	SMART & FINAL	SC Softball End of Season Party Supplies	0162		157.85
100-1610-7618	SMART & FINAL	SC Coffee Supplies	0163		16.51
100-1605-7733	SMART & FINAL	TC Event Ice Cream	0317		14.99
100-1605-7735	SMART & FINAL	MYC Voter Registrtation Supplies	0447		29.98
100-1610-7618	SMART & FINAL	Council Meeting Supplies	235		145.43
100-1610-7618	SMART & FINAL	SC Coffee Supplies	0173		121.82
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	0174		168.38
Vendor 0209 - SMART & FINAL Total:					728.42
Vendor: 5447 - SOUTHERN CALIFORNIA EDISON					
100-1020-7724	SOUTHERN CALIFORNIA EDISON	PO Pkg Lot Lease 11/1/2022 - 1/31/2023	7701166575		2,238.25
Vendor 5447 - SOUTHERN CALIFORNIA EDISON Total:					2,238.25

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 9/2022	550760		3,733.50
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,733.50
Vendor: 2688 - STAPLES ADVANTAGE					
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3519279505		80.03
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3519279506		80.20
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3519279506		141.56
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3519279507		167.08
100-1605-7733	STAPLES ADVANTAGE	SC Desk Stand	3519885661		157.65
100-1205-7614	STAPLES ADVANTAGE	PS Office Supplies	3520216283		163.66
100-1825-7613	STAPLES ADVANTAGE	PS Copier Paper	3520216283		196.20
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3520216284		64.17
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3520707285		140.39
Vendor 2688 - STAPLES ADVANTAGE Total:					1,190.94
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection SA-27574 9/28/22			160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue 9/2022	10102022		6,811.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					6,811.50
Vendor: 5351 - SUPERIOR PRESS					
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	4587889		98.25
Vendor 5351 - SUPERIOR PRESS Total:					98.25
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	17618		1,511.85
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,511.85
Vendor: 6436 - SURE-CLOSE INC					
100-1825-7687	SURE-CLOSE INC	SB1383 Kitchen Pails	2913	202219-CalRecycle SB1383-Was...	3,000.00
Vendor 6436 - SURE-CLOSE INC Total:					3,000.00
Vendor: 6440 - THE REGENTS OF THE UNIVERSITY OF CALIFORNIA					
100-1010-7612	THE REGENTS OF THE UNIVERSI...	2022 CA Municipal Law Handbook	11081368		526.38
Vendor 6440 - THE REGENTS OF THE UNIVERSITY OF CALIFORNIA Total:					526.38
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7980	THE TECHNOLOGY DEPOT INC	PS Infrastructure for New Desk Wiring	19669		2,039.59
100-1815-7980	THE TECHNOLOGY DEPOT INC	PS New Desk Phone	19671		1,019.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					3,058.59
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 9/2022	847114642		187.49
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					187.49
Vendor: T4554 - TYLER JOYCE					
100-4302	TYLER JOYCE	Citation Reimbursement/Refund	D111551		10.00
Vendor T4554 - TYLER JOYCE Total:					10.00
Vendor: 4484 - U.S. BANK					
100-1020-7711	U.S. BANK	Balance-Employee Event 9/1/22 (Bowlero)	9262022KP		2,810.90
100-1020-7726	U.S. BANK	Adobe Creative Cloud 9/13/22 - 10/12/22	9262022KP		34.99
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 9/12/22 - 10/11/22	9262022KP		4.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 9/12/22 - 10/11/22	9262022KP		5.00
100-1805-7610	U.S. BANK	Staff Mtg Refreshments 9/15/22 (T Burgers)	9262022KP		91.19

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1805-7610	U.S. BANK	Kristen P Breakfast w/CC 9/1/22 (Peach Cafe)	9262022KP		46.98
100-1805-7980	U.S. BANK	Microsoft 365 8/27/22 - 9/26/22	9262022KP		12.00
100-1810-7610	U.S. BANK	Staff Mtg Refreshments 8/25/22 (McDonalds)	9262022KP		23.47
100-1810-7614	U.S. BANK	Return-HR Office Supplies (Amazon)	9262022KP		-36.03
100-1810-7614	U.S. BANK	HR Office Supplies (Amazon)	9262022KP		35.14
100-1815-7632	U.S. BANK	Finance Webinar 9/7/22 - 10/6/22 (Zoom)	9262022KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud 9/13/22 - 10/12/22	9262022KP		658.75
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911 8/10/22 - 9/9/22	9262022KP		23.64
Vendor 4484 - U.S. BANK Total:					3,791.02
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	81213362		4,227.69
100-1610-7618	WAXIE SANITARY SUPPLY	Return/Credit Memo	81213362CM		-127.15
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					4,100.54
Fund 100 - GENERAL FUND Total:					267,581.04
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2220-7980	JCL TRAFFIC SERVICES	City Picnic Traffic Control 9/24/22	116431		863.00
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Parking Signs	116444		3,031.88
Vendor 3957 - JCL TRAFFIC SERVICES Total:					3,894.88
Fund 220 - GAS TAX FUN Total:					3,894.88
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		498.78

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 10/2022	8089195		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46
Vendor: 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC					
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	3301-1009382		90.14
240-2405-7888	CONSOLIDATED ELECTRICAL DIS...	Citywide Street Light Supplies	3301-1009408		103.02
Vendor 4686 - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total:					193.16
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2435-7887	COUNTY OF LOS ANGELES AGRI...	Ridgecrest LLD Gopher Control 8/2022	230282		236.29
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					236.29
Vendor: 4159 - ECM PECO INC / PRECISION ELECTRIC CO					
240-2405-7888	ECM PECO INC / PRECISION ELE...	Wire & Conduit Tracing-Hunt Dr Lights	229768		1,515.00
Vendor 4159 - ECM PECO INC / PRECISION ELECTRIC CO Total:					1,515.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hunt Dr Median	4175865		218.30
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					218.30
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7663	RUDY'S PLUMBING INC	New Backflow Installation- Duarte Median	8156		6,100.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					6,100.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					37,256.21
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies	2814788033		63.28
Vendor 1491 - AUTOZONE Total:					63.28
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	17618		1,133.90
440-4405-7980	SUPERIOR PROPERTY SERVICES ...	Bus Stop Cleaning 9/20/22	17619		1,278.75
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					2,412.65
Fund 440 - PROPOSITION A TRANSIT FUND Total:					2,475.93
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 5197 - CIMA FIRE PROTECTION CO					
460-4605-7650	CIMA FIRE PROTECTION CO	Transportation Dept Fire Extinguisher Service	17008		213.00
Vendor 5197 - CIMA FIRE PROTECTION CO Total:					213.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 9/2022	17618		1,133.90
460-4605-7980	SUPERIOR PROPERTY SERVICES ...	Bus Stop Cleaning 9/20/22	17619		1,046.25
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					2,180.15
Fund 460 - PROPOSITION C TRANSIT FUND Total:					2,393.15
Fund: 680 - Duarte Housing Authority					
Vendor: 6175 - HARRIS & ASSOCIATES					
680-6805-7965	HARRIS & ASSOCIATES	FY22 Housing Authority Report 8/28/22 - 10/1/22	54540		6,677.50
Vendor 6175 - HARRIS & ASSOCIATES Total:					6,677.50
Fund 680 - Duarte Housing Authority Total:					6,677.50

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Payment Dates: 10/13/2022 - 10/26/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 681 - Former RDA Low-Mod Income Housing Asset Fund					
Vendor: 6175 - HARRIS & ASSOCIATES					
681-6815-7965	HARRIS & ASSOCIATES	FY22 SB341 Report 8/28/22 - 10/1/22	54540		3,685.00
Vendor 6175 - HARRIS & ASSOCIATES Total:					<u>3,685.00</u>
Fund 681 - Former RDA Low-Mod Income Housing Asset Fund Total:					<u>3,685.00</u>
Grand Total:					<u><u>323,963.71</u></u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	267,581.04
220 - GAS TAX FUN	3,894.88
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	37,256.21
440 - PROPOSITION A TRANSIT FUND	2,475.93
460 - PROPOSITION C TRANSIT FUND	2,393.15
680 - Duarte Housing Authority	6,677.50
681 - Former RDA Low-Mod Income Housing Asset Fund	3,685.00
Grand Total:	323,963.71

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	110.00
100-1005-7644	Travel & Exp - Schulz	155.00
100-1010-7612	Publications and Dues	966.38
100-1010-7614	Office Supplies	140.39
100-1010-7651	Election Services	1,906.05
100-1010-7670	Legal Notices	3,733.50
100-1015-7682	Labor Counsel Legal	2,267.50
100-1015-7684	Code Enforcement Legal	22,065.41
100-1020-7711	Employee Recognition C...	2,810.90
100-1020-7712	Community Information (...)	5,900.00
100-1020-7724	Post Office Parking	2,399.83
100-1020-7726	Council Cablecasting	34.99
100-1205-7610	Travel, Mtgs & Conf	639.00
100-1205-7612	Publications and Dues	580.00
100-1205-7614	Office Supplies	293.81
100-1205-7636	Uniforms	112.95
100-1205-7655	Emergency Services	187.49
100-1205-7761	Parking Ticket Collect	10,484.60
100-1205-7780	Animal Control	5,685.10
100-1205-7781	Contract Law Enforcement	13,407.28
100-1205-7782	Crossing Guard Contract ...	10,063.38
100-1205-7783	GAPP Program	27,163.25
100-1405-7610	Travel, Mtgs & Conf	64.08
100-1405-7613	Duplications And Photos	1,096.65
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	20,017.55
100-1405-7965	Professional Services	8,219.88
100-1405-7969	City Engineer	4,086.25
100-1405-7980	Other Expenses	435.00
100-1405-8100	Other Capital Improvemnts	8,961.95
100-1410-7650	Vehicle Maintenance	44.21
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	1,511.85
100-1410-7980	Other Expenses	193.00
100-1415-7916	Landscape-Sport Park	2,009.15
100-1605-7610	Travel, Mtgs & Conf	527.23
100-1605-7614	Office Supplies	175.98
100-1605-7636	Uniforms	577.36
100-1605-7650	Vehicle Maintenance	4,546.73
100-1605-7730	Special Events	2,852.13
100-1605-7732	City Picnic	234.52
100-1605-7733	Senior Center	1,650.24
100-1605-7735	Teen Center	335.20
100-1605-7737	Adult Excursions	79.73
100-1605-7739	Publicity	202.86
100-1605-7741	Sports/Playground Progr...	67.07

Account Summary

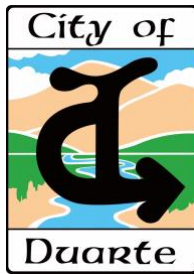
Account Number	Account Name	Payment Amount
100-1605-7756	Senior Recreation Classes	392.00
100-1610-7617	Pool Chemicals	291.72
100-1610-7618	Building Supplies	8,537.67
100-1610-7636	Uniforms	123.60
100-1610-7650	Vehicle Maintenance	145.71
100-1610-7652	Building Maint Services	9,097.24
100-1610-7660	Other Services	2,835.00
100-1805-7610	Travel, Mtgs & Conf	838.17
100-1805-7614	Office Supplies	80.20
100-1805-7653	Bank Charges	418.13
100-1805-7654	Audit Services	10,000.00
100-1805-7965	Professional Services	2,000.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	157.23
100-1810-7614	Office Supplies	-0.89
100-1810-7660	Other Services	416.00
100-1815-7632	Software Maintenance	1,917.07
100-1815-7820	Finance System Support	26,400.00
100-1815-7830	Telephones	23.64
100-1815-7965	Professional Services	12,500.00
100-1815-7980	Other Expenses	3,058.59
100-1825-7613	Duplications And Photos	417.79
100-1825-7630	Equipment Lease	664.60
100-1825-7631	Equipment Maintenance	57.31
100-1825-7687	Waste Mgmt Services	6,462.50
100-1825-7945	Operation Of Acq Prop	58.55
100-1825-7980	Other Expenses	58.00
100-2012	Green Building Fees Payab..	1.00
100-2013	Strong Motions Fees Paya...	0.80
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	1,950.00
100-2125	Metro Pass Through (TAP)	20.00
100-2126	Construction and Demolit...	5,022.16
100-4201	Building Permits	390.80
100-4302	Parking Citations	123.00
100-4408	Property Rental	3,701.02
100-4816	Senior Recreation Class F...	55.00
220-2210-7813	Regulatory Signs	3,031.88
220-2220-7980	Other Expenses	863.00
240-2405-7888	Repairs-Citywide	1,708.16
240-2410-7663	Other Serv-Medians	6,100.00
240-2410-7891	Repairs-Medians	218.30
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7887	Repairs & Replacements	236.29
240-2435-7914	Landscape Maintenance	702.50

Account Summary

Account Number	Account Name	Payment Amount
440-4405-7650	Vehicle Maintenance	63.28
440-4405-7814	Graffiti Removal	1,133.90
440-4405-7980	Other Expenses	1,278.75
460-4605-7650	Vehicle Maintenance	213.00
460-4605-7814	Graffiti Removal	1,133.90
460-4605-7980	Other Expenses	1,046.25
680-6805-7965	Professional Services	6,677.50
681-6815-7965	Professional Services	3,685.00
Grand Total:		323,963.71

Project Account Summary

Project Account Key	Payment Amount
None	304,016.44
202102-Cap Improv-CH CDBG ADA Improvement	8,961.95
202105-GAPP Prog	913.25
202219-CalRecycle SB1383-Waste Mgmt Svcs-FY24	6,312.50
250004 - Property Rent - Nextel Rent (Otis Gordon)	3,701.02
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	323,963.71



PUBLIC SAFETY STATUS REPORT October 2022



PROJECT/PROGRAM STATUS	
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	We are currently up 10.72% in Part 1 Crimes as compared to last year to date. Commercial and residential burglary related crimes continue to account for most of this increase.
2. Special Assignment Team/ Neighborhood Watch	The Special Assignment team and Public Safety Staff have held and are working on scheduling in person Neighborhood Watch meetings to educate the residents on recent crime trends and to help reduce crime. The Special Assignment team has also adjusted their hours to impact commercial burglaries and catalytic converter theft.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018. Tony's unofficial homeless count is 24. Code Enforcement Officer Emily Lepone began her assignment on October 3, 2022.
2. L.A. CADA	The L.A. CADA high acuity team (homeless for longer than one year) started working every Tuesday in the City of Duarte on August 2, 2022. The team continues to work on establishing a rapport with the homeless to gain trust. The L.A. CADA supplemental program (recently homeless or at risk of being homeless) began working in the City on Thursday, September 22, 2022. On their first day in the City they were able to place one female adult in a shelter.
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020)
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center	On Sunday, June 12, 2022, the EOC was activated for the Fish Fire. No damage to property was noted and the fire was extinguished by L. A. County Fire and the U.S. Forestry Department. An emergency was declared by order of a City Council Resolution on June 14, 2022. That declaration of emergency will remain active pending debris flow mitigation efforts. The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is still no end date for COVID – 19 operations or the declared emergency.

PROJECT/PROGRAM	STATUS
	Governor Newsome announced that the State of California will end their emergency on February 28, 2023. We will continue to monitor that date and work with Area D, surrounding cities, and staff to determine the City of Duarte's possible end date.



City of Duarte

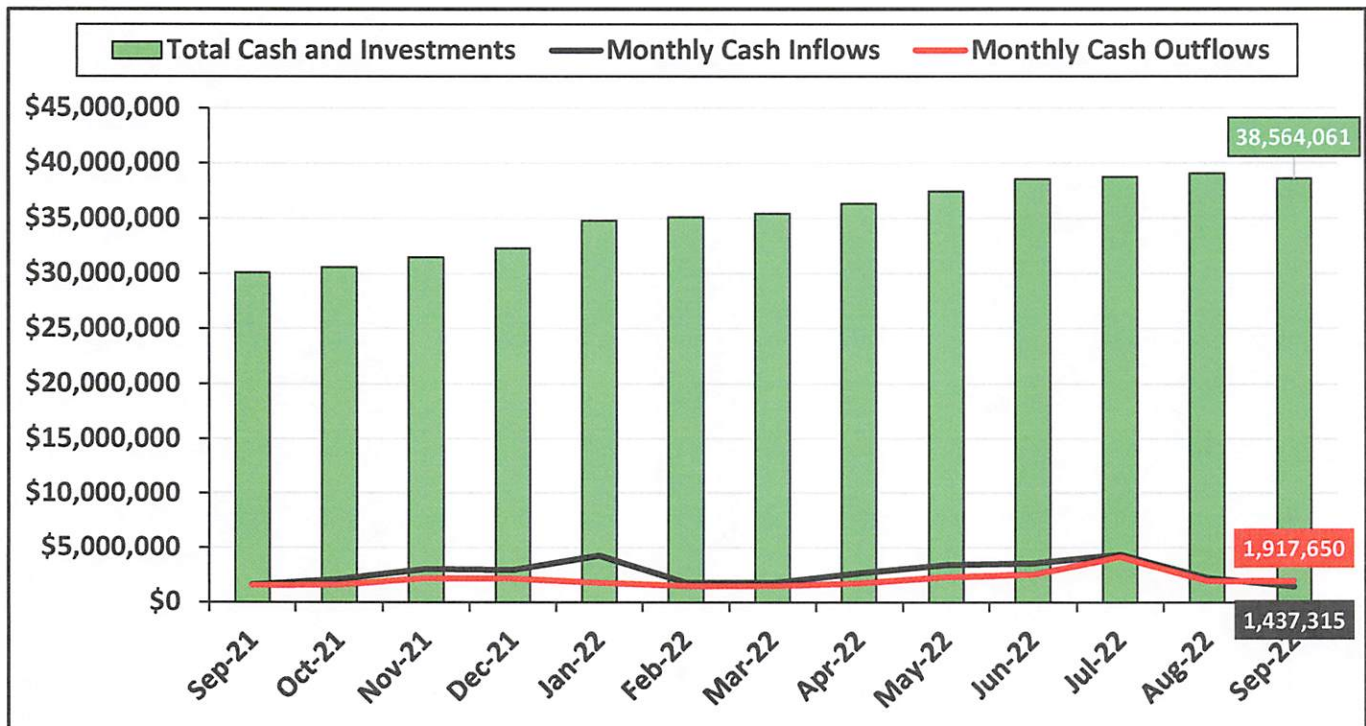
MONTHLY FINANCIAL REPORT

Month Ended September 30, 2022
(25.0% of FY 2021-22 Completed)

Contents	Page #
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

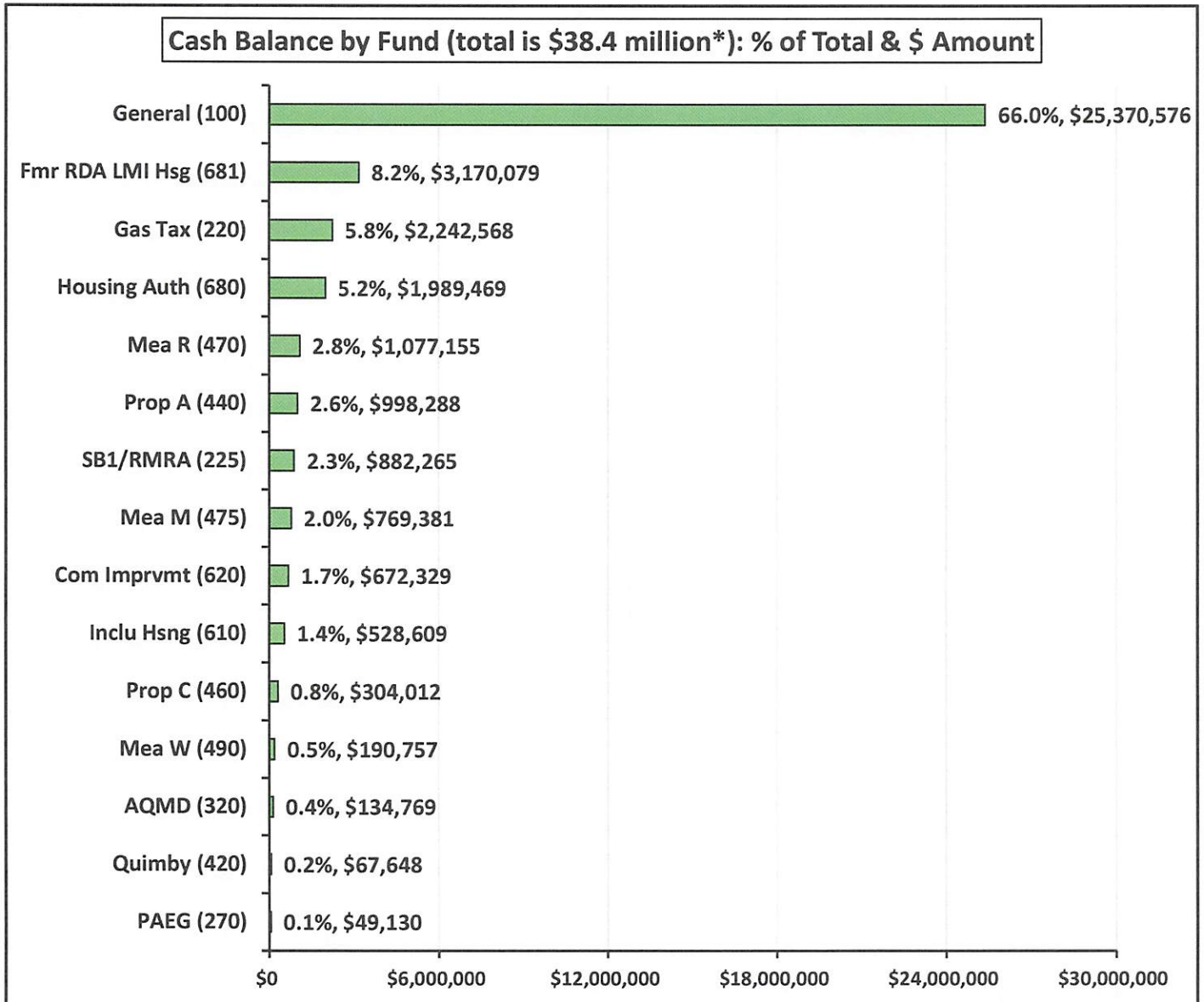
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended September 30, 2022

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (09/01/2022)	\$8,535,842	\$30,508,553	\$39,044,395
Cash Inflows			
Receipts	\$1,437,315	\$0	\$1,437,315
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$1,437,315	\$0	\$1,437,315
Cash Outflows			
Disbursements	\$1,917,650	\$0	\$1,917,650
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$1,917,650	\$0	\$1,917,650
Net Activity	(\$480,334)	\$0	(\$480,334)
Ending Balance (09/30/2022)	\$8,055,508	\$30,508,553	\$38,564,061



*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 September 30, 2022



*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.

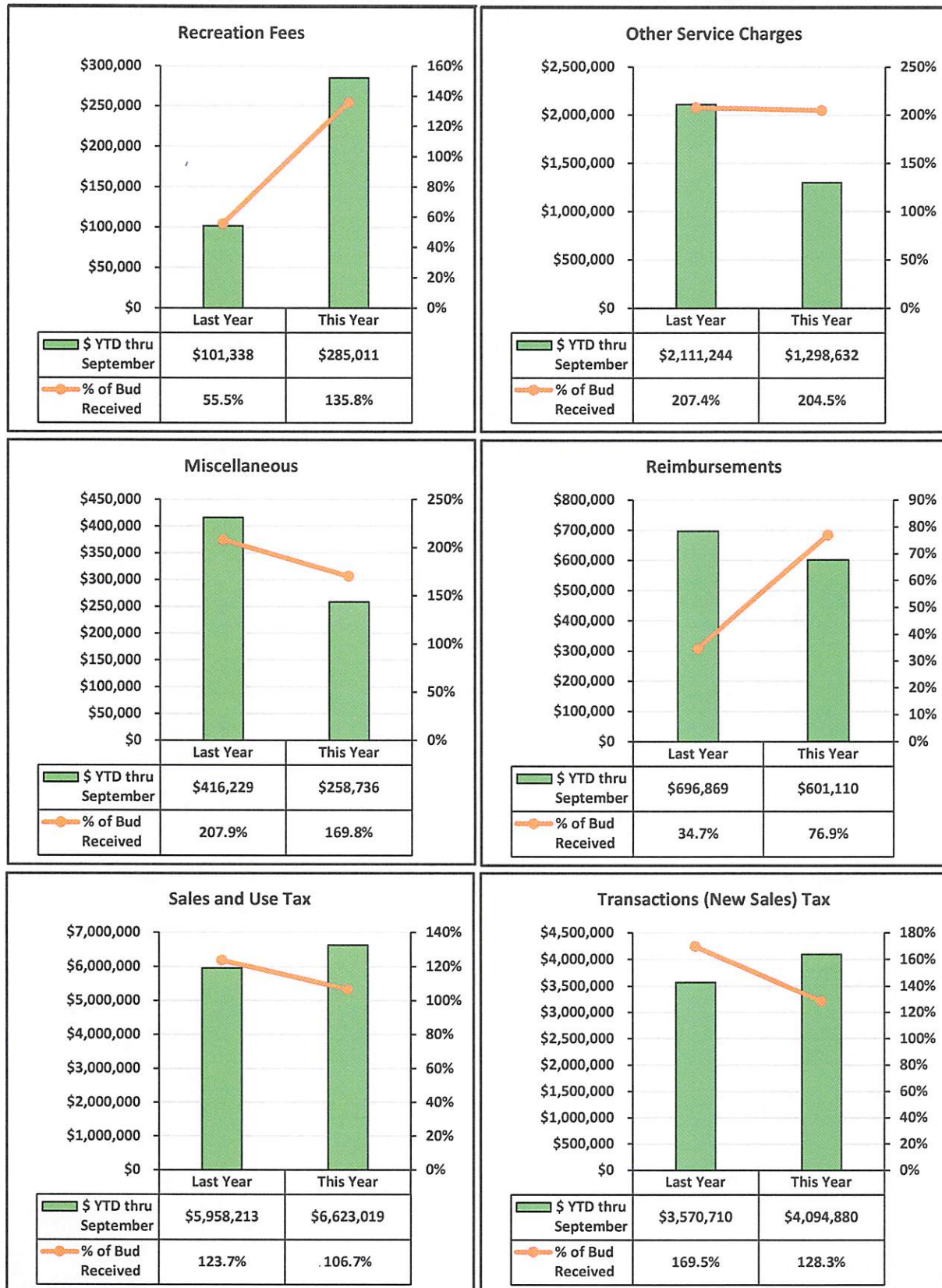
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through June versus Prior Year



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through June versus Prior Year



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through June versus Prior Year



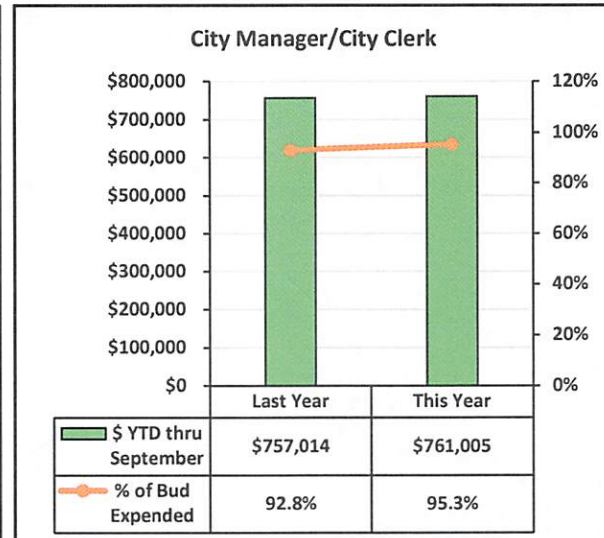
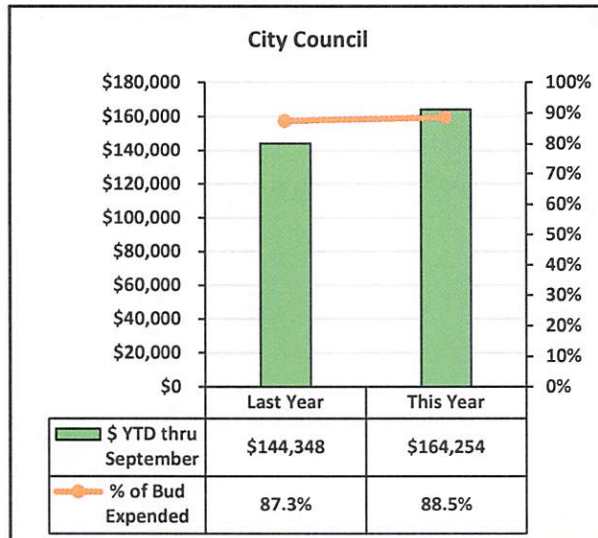
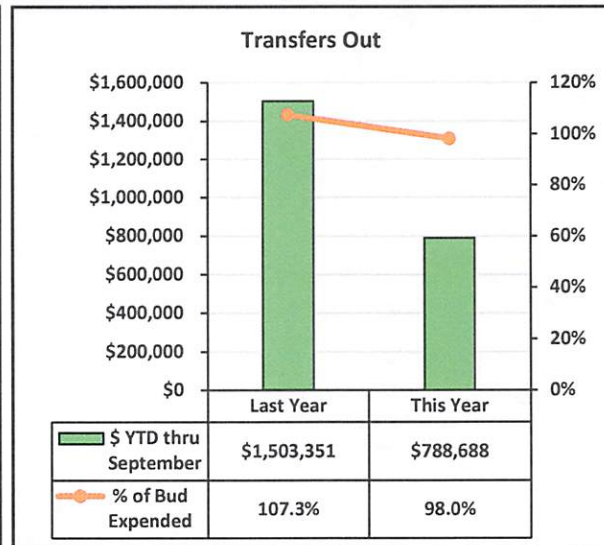
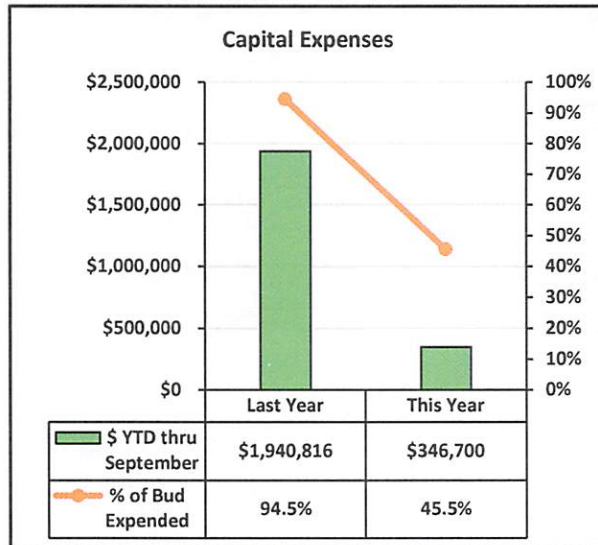
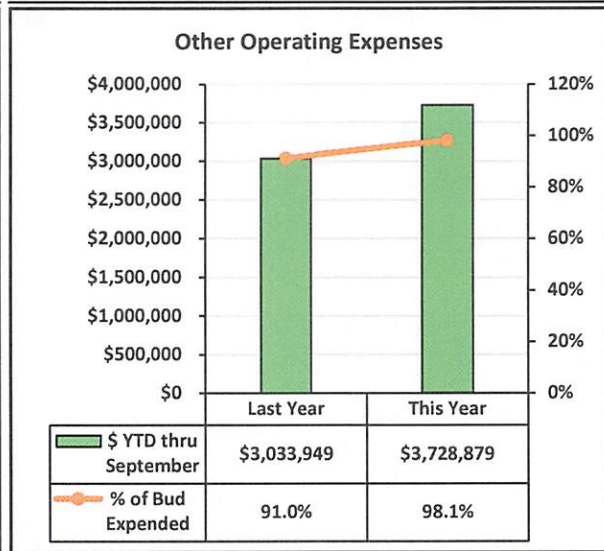
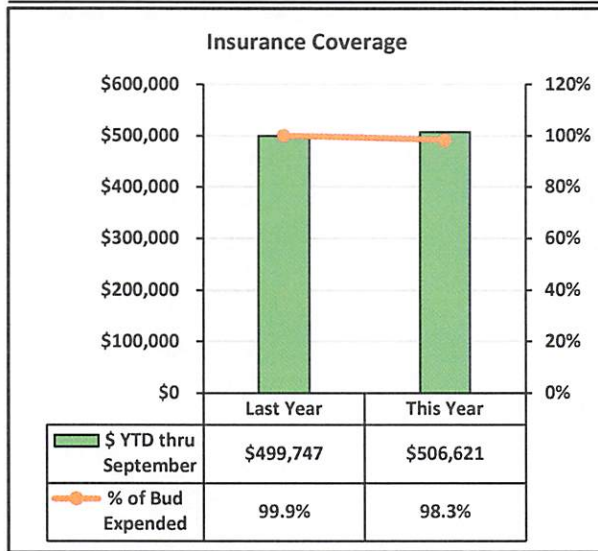
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through June versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through June versus Prior Year



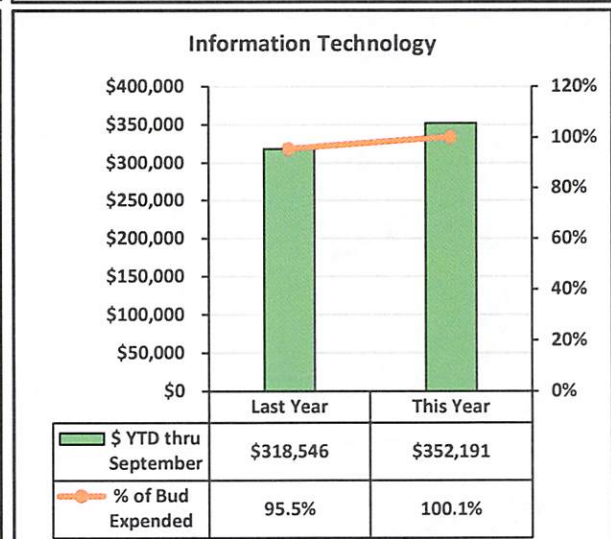
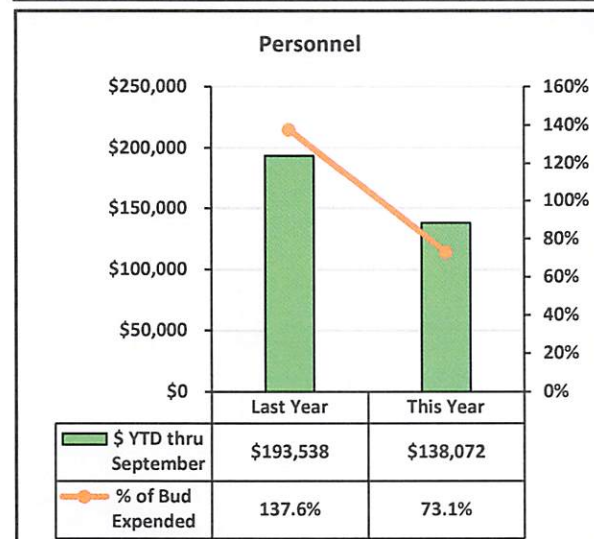
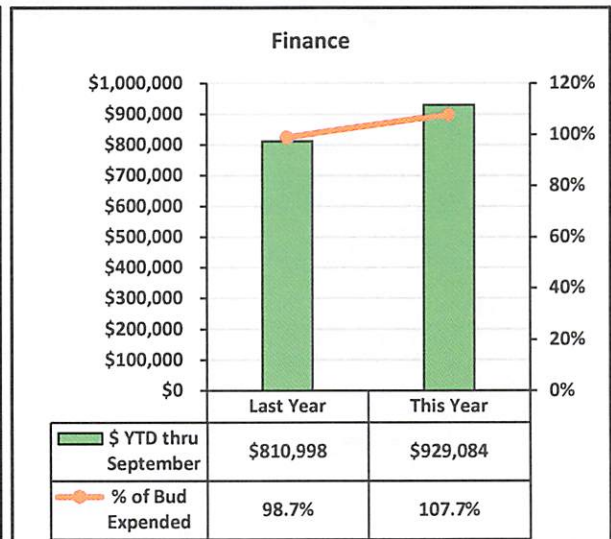
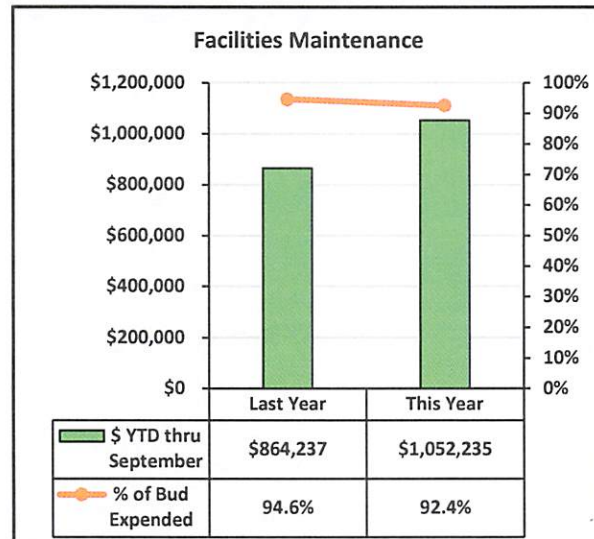
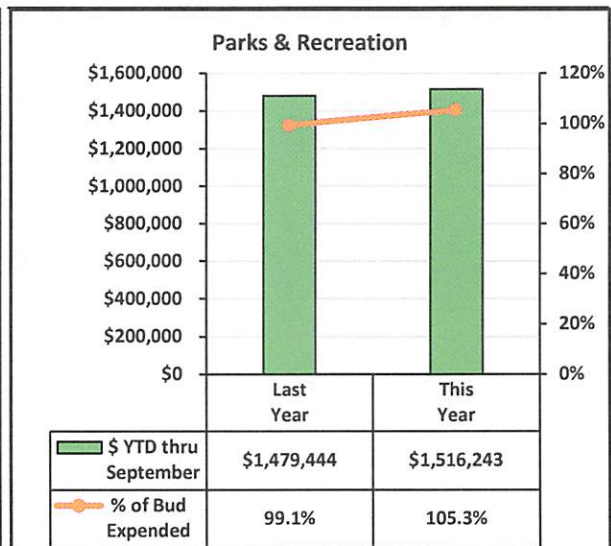
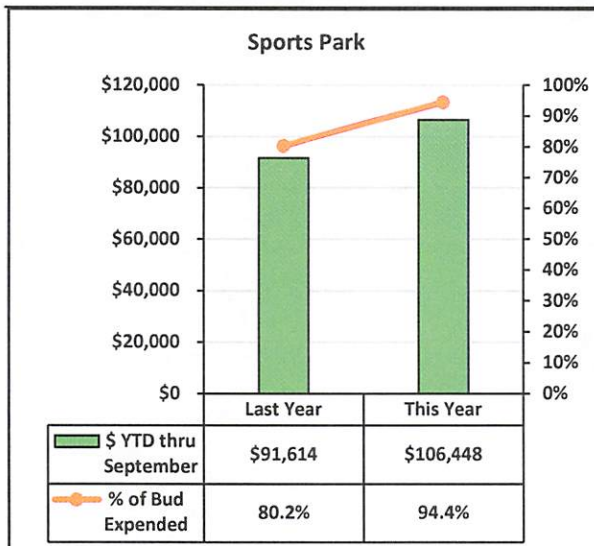
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through June versus Prior Year



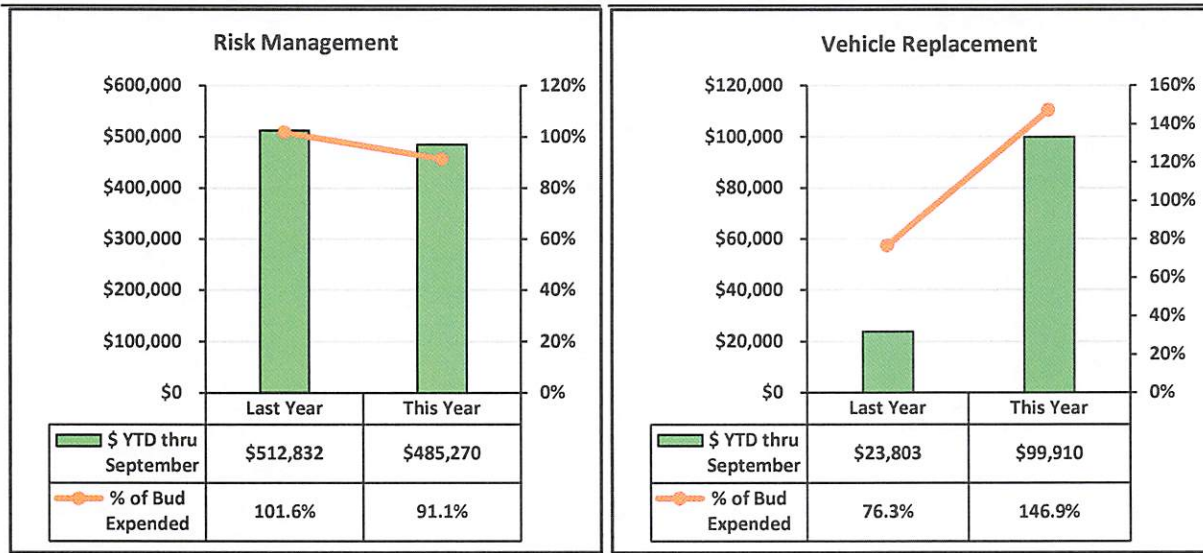
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through June versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through June versus Prior Year

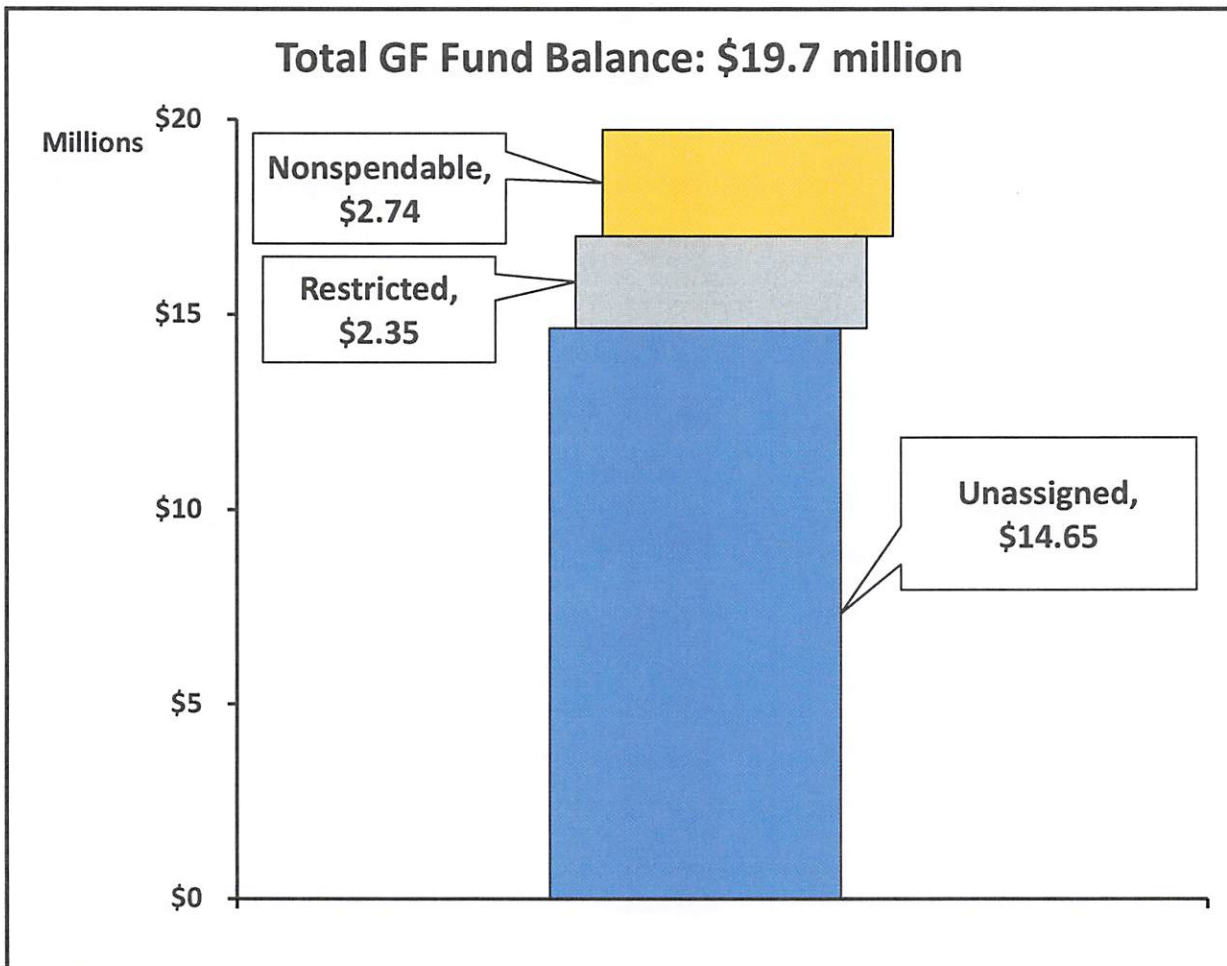


CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2021-22 Year-to-Date Through June

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	19,734,107	27,949,075	601,110	19,411,438	788,688	8,350,059	28,084,166
220	Gas Tax	2,095,465	513,272	0	318,220	63,644	131,408	2,226,873
225	SB1/RMRA	546,342	434,592	0	115,276	23,055	296,261	842,603
240	Lghtng & Lndscpng	105,278	1,001,927	519,340	1,180,768	343,200	(2,702)	102,576
260	CDBG	(36)	5,273	0	7,000	0	(1,727)	(1,763)
270	PAEG	36,139	32,808	0	19,818	0	12,991	49,130
290	Supp Law Enfrcmnt	0	161,341	0	161,341	0	0	0
300	Bike & Ped Safety	0	44,047	0	44,100	0	(53)	(53)
320	Air Quality (AQMD)	130,152	34,282	0	31,893	0	2,389	132,541
400	Park Development	0	0	0	0	0	0	0
420	Quimby	67,533	114	0	0	0	114	67,647
440	Prop A	825,277	586,966	0	455,034	48,800	83,132	908,409
460	Prop C	182,526	454,435	0	369,712	40,000	44,723	227,249
470	Mea R	1,071,493	342,338	0	357,577	71,515	(86,754)	984,739
475	Mea M	339,987	386,198	0	48,500	9,700	327,998	667,985
490	Mea W	50,454	248,612	0	108,310	0	140,302	190,756
520	Town Cntr Debt Serv	262,101	211	0	152,680	0	(152,469)	109,632
521	Infra Mod Debt Srv	1,195	1	220,837	220,837	1,196	(1,195)	(0)
610	Inclusionary Hsng	527,716	892	0	0	0	892	528,608
620	Community Impr	776,404	3,744	48,511	498,479	0	(446,224)	330,180
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,019,657	3,631	0	22,899	0	(19,267)	2,000,390
681	Fmr RDA L/M Hsg	4,055,055	5,355	0	8,578	0	(3,223)	4,051,832
Total - All Funds		32,826,845	32,209,114	1,389,798	23,532,459	1,389,798	8,676,655	41,503,500

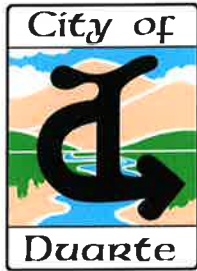
CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2021



"Nonspendable" Fund Balance: \$2.74 million: "Nonspendable" fund balance consists of assets that are inherently unspendable in their current form. All of Duarte's \$2.74 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.35 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.

"Unassigned" Fund Balance: \$14.65 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.



Agenda Item: _____

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE: October 25, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

BY: Michelle Brown, Human Resources Specialist

SUBJECT: Resolution Fixing the City's 2023 Medical Insurance Contribution

RECOMMENDATION: It is recommended that the City Council approve Resolution No. 22-35 and Resolution No. 22-36 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2023

FISCAL IMPACT: The cost of this increase in the City's contribution towards medical insurance is approximately \$17,000. However, this amount was already included in the FY 2022/23 Budget.

BACKGROUND

The City of Duarte has two employee bargaining units: the general employees and the management & professional employees. Both units are represented by the Service Employees International Union, Local 721 (SEIU 721). Pursuant to the terms of the recently negotiated Memorandums of Understanding ("MOUs"), the City will contribute toward the cost of medical insurance.

DISCUSSION/ANALYSIS

Pursuant to the terms of the Memorandums of Understanding ("MOUs"), the City will contribute toward the cost of medical insurance indexed to the cost of CalPERS Kaiser premiums or 5% over the City's prior year contribution, whichever is less.

Based on a review of the published healthcare premiums that will go into effect January 1, 2023, the City's contribution will increase 5% from the prior year contribution. The resulting amounts are \$738.49, \$1,477.00 and \$1,920.11 for employee only, employee + 1 and employee + 2 or more, respectively. The same healthcare contribution will also apply to the City Council, the City Manager, and the Assistant City Manager. While the new employer contribution amounts are the same for everyone, CalPERS requires a separate resolution for Councilmembers who are not enrolled in the CalPERS retirement system as optional members.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 22-35 and Resolution No. 22-36 fixing the City's Medical Insurance contribution for Councilmembers and Employees for 2023.

FISCAL IMPACT

The cost of this increase in the City's contribution towards medical insurance is approximately \$17,000. However, this amount was already included in the FY 2022/23 Budget.

ATTACHMENTS

Resolution No. 22-35 and Resolution No. 22-36.

RESOLUTION NO. 22-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS Non PERS City Council

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

NOW, THEREFORE, the City Council of the City of Duarte, California, does hereby resolve as follows:

1. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$738.49 per month with respect to employee enrolled for self alone, \$1,477.00 per month for employee enrolled for self and one family member, and \$1,920.11 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further
2. City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above and be it further
3. That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

4. That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further
5. That coverage under the Act be effective on January 1, 2023.

PASSED, APPROVED, AND ADOPTED this 25th day of October, 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-35 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of October, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Annette Juarez
City of Duarte, California

RESOLUTION NO. 22-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS PERS All Employees

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

NOW, THEREFORE, the City Council of the City of Duarte, California, does hereby resolve as follows:

1. That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$738.49 per month with respect to employee enrolled for self alone, \$1,477.00 per month for employee enrolled for self and one family member, and \$1,920.11 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further
2. City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above and be it further
3. That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

4. That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further
5. That coverage under the Act be effective on January 1, 2023.

PASSED, APPROVED, AND ADOPTED this 25th day of October, 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-36 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of October, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Annette Juarez
City of Duarte, California



Agenda Item: _____
CM Review: _____
Fiscal Review: _____

AGENDA REPORT

MEETING DATE: October 25, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Approval of Amendment No. 1 to the Agreement with Duarte Community Television (DCTV) to Provide Ongoing Public, Education, and Government (PEG) Channel Management until December 31, 2022

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Agreement between the City of Duarte and Duarte Community Television (DCTV) for Educational and Government Access Television; and
- 2) Authorize the City Manager to execute the Agreement.

FISCAL IMPACT: For this amendment period, the City will pay \$13,800 to DCTV for government and educational access services. This cost is already included in the FY 2022-23 budget.

BACKGROUND

City Staff issued a request for proposals (RFP) in March 2022 for Public, Education, Government (PEG) Channel Content Creation and Management. The City's current PEG channel providers, DCTV and Community Media of the Foothills (CMF), did not respond to the RFP. CMF informed Staff that they wanted to apply but lacked sufficient staff due to the COVID pandemic; DCTV did not provide a reason.

Two organizations – Tripepi Smith and Studio Spectrum – submitted proposals which the Public Services Commission reviewed in April 2022, and the Commission interviewed applicants in May 2022. The Public Services Commission recommended Tripepi Smith for content management of the PEG channel.

DISCUSSION/ANALYSIS

On October 11, 2022, City Council approved Amendment No. 1 to the Agreement for Professional Services by and between the City of Duarte and Tripepi Smith & Associates, Inc. The amendment included Tripepi Smith managing the City of Duarte public access beginning January 1, 2023.

Amendment No. 1 to the Agreement between the City of Duarte and DCTV allows continuity of PEG channel programming until Tripepi Smith begins on January 1, 2023.

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Agreement between the City of Duarte and Duarte Community Television (DCTV) for Educational and Government Access Television; and
- 2) Authorize the City Manager to execute the Agreement.

FISCAL IMPACT

For this amendment period, the City will pay \$13,800 to DCTV for government and educational access services. This cost is already included in the FY 2022-23 budget.

ATTACHMENTS

Attachment A – Amendment No. 1 to the Agreement between City of Duarte and Duarte Community Television (DCTV) for Educational and Government Access Television

**FIRST AMENDMENT TO
AGREEMENT BETWEEN CITY OF DUARTE
AND
DUARTE COMMUNITY TELEVISION (DCTV)
FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION**

OFFICE LOCATION

Duarte High School, 1565 Central Ave., Duarte, CA 91010

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF DUARTE AND DUARTE COMMUNITY TELEVISION (DCTV) FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION (“First Amendment”) is entered into by and between the CITY OF DUARTE, a municipal corporation (“City”), and DUARTE COMMUNITY TELEVISION (“DCTV”), as follows:

RECITALS

WHEREAS, on or about February 1, 2022, the City and DCTV entered into an AGREEMENT BETWEEN CITY OF DUARTE AND DUARTE COMMUNITY TELEVISION (DCTV) FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION (the “Agreement”).

WHEREAS, City and DCTV desire to enter into this First Amendment to the Agreement as set forth below.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and DCTV agree as follows:

Section 1. Amendments to Agreement. The Agreement is amended as follows:

A. Replace SECTION 1. TERM in the Agreement with the following:

This Agreement shall commence on February 1, 2022 (“Effective Date”), and shall remain and continue in effect until December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon the execution of a written amendment between the parties.

B. Replace SECTION 3. FUNDING in the Agreement with the following:

City agrees to pay DCTV \$13,800 at the commencement of this Agreement. City further agrees to pay DCTV \$13,800 on or about November 15, 2022. To request a payment, DCTV must submit an invoice to the City’s Administrative Services Department.

C. No Other Amendments. Except as set forth above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this First Amendment to be effective as of the date approved by City Council.

CONSULTANT

Date: _____

By: _____
Manoj Patel, DCTV Board President

CITY OF DUARTE

Date: _____

By: _____
Daniel Jordan, City Manager

ATTEST:

Annette Juarez, City Clerk

APPROVED AS TO FORM:

Thai Viet Phan, City Attorney



Agenda Item:	_____
CM Review:	
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: October 25, 2022

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Public Safety Manager

SUBJECT: Second reading to adopt Ordinance No. 912, amending the Duarte Municipal Code (“DMC”) to enhance public safety measures and tools for compliance with the DMC, as well as improving City processes, due process and compliance with State law.

RECOMMENDATION: Adopt by second reading Ordinance No. 912, which will amend the DMC to provide for additional tools to enhance public safety, improve City processes and due process, and to comply with State law, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT: There is no fiscal impact resulting from these changes to the Duarte Municipal Code. The cost to enforce the amended codes and provide staff training has been included in the annual department budget.

BACKGROUND

The Duarte Municipal Code (“DMC”) contains certain provisions that regulate behaviors that are detrimental to community safety, health, welfare, and quality of life. However, since the adoption of these code provisions, staff has received calls from members of the community and have encountered additional dangerous or otherwise unsafe behaviors in the City that necessitate modifications to the DMC to provide additional protections for the community against such conduct, as well as enhancing administrative and civil tools to enforce the DMC. Changes to State law also necessitate updates to certain provisions of the DMC in order to comply, and otherwise improve due process and City processes.

At its meeting on October 11, 2022, the City Council discussed these potential revisions to the DMC, and it was presented with ordinance No. 912 for first reading. The City Council unanimously approved the ordinance for first reading. If adopted by the City Council this evening, Ordinance No. 912 will go into effect in thirty (30) days.

DISCUSSION/ANALYSIS

The recommended changes to the DMC address certain quality-of-life issues within the City from conduct that are not adequately addressed by California State law or current DMC provisions. They are intended to respond to calls from members of the community to the Public Safety Department reporting concerns about such behaviors, and to allow the City to take action to address these public safety concerns. In addition, changes were made to reflect State laws authorizing the City to adopt such ordinances, such as recovery of abatement costs relating to graffiti. Other

changes will enhance City enforcement tools by clearly providing that such violations are a nuisance that may be enforced by any legal means, including specifically, administrative and civil means, in addition to the already-existing criminal penalties. The City seeks to benefit from having the ability to enforce and prevent continuing violations by application of the legal mechanism best suited to the violation and circumstances at issue, rather than being limited to a specific type of enforcement remedy. In addition, changes to State law since the DMC's adoption have required updates to help ensure ongoing compliance with the law, including regarding storage of personal property and due process for owners of such property. This ordinance is intended to provide the City with improved mechanisms to ensure and improve public safety, health, welfare and quality of life. It addresses specific issues staff have encountered since the DMC was last updated in this regard. The specific policy areas addressed in the ordinance are discussed below.

Possession and Drinking of Alcohol

The City's regulations of possession of open alcoholic containers were updated to more clearly prohibit drinking alcohol in public areas and public property, and on-site of any business not licensed to sell alcoholic beverages in compliance with State law.

Vandalism and Graffiti

Amendments to Chapter 9.18 address the continuing issues with vandalism and graffiti within the City. As authorized by State law, Government Code section 38772, this section adds to and amends various sections of Chapter 9.18 to prohibit vandalism and the application of graffiti within the City, and provides additional civil and administrative penalties, including cost recovery for abatement of graffiti. As also authorized by State law, the amendments allow the City to impute liability for abatement costs to remove vandalism by minors to the parents or legal guardians. As further authorized by State law, the amendments also provide for treble damages from a second or subsequent judgment of responsibility for vandalism in violation of the DMC.

Storage and Removal of Personal Property

The ordinance also adds Chapter 12.22 to the DMC to address the storage of personal property in rights of way and to improve City processes and due process as required by State law. The additions and amendments codify already existing policies and procedures utilized by the City related to the removal of abandoned or illegally-stored personal property from City roads, sidewalks, parks, parking lots, public buildings, or any other area of the City. The amendments also provide procedures for providing notice prior to removal, a process for removal of such personal property, including providing notice, impounding of personal property, processes for the owner of impounded property to reclaim it, and disposal of unclaimed personal property. Exceptions are provided for any contraband, any dangerous material, any property that constitutes evidence of a crime, or any property that is reasonably believed to be trash.

Aggressive Panhandling

The ordinance also updates the City's regulations involving aggressive panhandling—a situation in which an individual accosts, threatens, assaults or intimidates member(s) of the community for purposes of panhandling—to reflect recent legal decisions and to provide content-neutral, time, place and manner restrictions regarding aggressive panhandling only on public property. The ordinance does not prohibit non-aggressive panhandling, as this is a constitutionally-protected right, is narrowly-tailored to meet the needs of the community as reflected in calls for service to

public safety, and ensures constitutional rights to free-expression are respected. Other jurisdictions, including in Los Angeles County, have adopted similar ordinances, and as legal changes necessitate, the City may need or desire to amend this ordinance to ensure compliance.

Public Nudity, Trespassing, and Other Behaviors

Further, the ordinance prohibits other behaviors negatively impacting the community that have been reported to Public Safety, such as public nudity (with certain listed exceptions) and trespassing on private property and within businesses or City property, except as permitted by law. This section does not apply to public camping, which is separately regulated. Fighting on public property and fighting in the City with a weapon are prohibited as are urinating and defecating in public.

Catalytic Converters

Finally, to address the significant uptick in thefts involving catalytic converters, the ordinance includes a prohibition on unlawful possession of catalytic converters, which is intended to thwart those who illegally obtain or sell stolen catalytic converters.

All of these ordinance amendments are reflective of State law, are examples from other similarly situated cities, and have been narrowly tailored to reflect the issues facing Duarte and the needs of the community, as well as to improve upon the existing DMC.

RECOMMENDATION

Adopt by second reading Ordinance No. 912 which will amend the DMC to provide for additional tools to enhance public safety and quality of life, improve City processes and due process, and to comply with State law, to be read by number and title only, and waive further reading of the Ordinance.

FISCAL IMPACT

There is no fiscal impact resulting from these changes to the Duarte Municipal Code. The cost to enforce the amended codes and provide staff training has been included in the annual department budget.

ATTACHMENTS

A. Ordinance No. 912.

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING PROVISIONS OF THE DUARTE MUNICIPAL CODE TO COMPLY WITH STATE LAW, IMPROVE CITY ENFORCEMENT OF MUNICIPAL CODE VIOLATIONS AND DUE PROCESS, AND TO ENHANCE PUBLIC SAFETY, HEALTH AND WELFARE

WHEREAS, the City of Duarte (“City”) is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws and that serve and protect the health, safety or welfare of the public; and

WHEREAS, Government Code section 38771 authorizes the City to declare what constitutes a public nuisance; and

WHEREAS, Government Code section 38772 authorizes the City to provide for the abatement of graffiti in the City, as well as penalties for such nuisances and a method to recover costs of clean up and the abatement process; and

WHEREAS, the preservation of City community safety, health, welfare, aesthetics and character requires amendments to the Duarte Municipal Code to regulate and provide for enforcement of behaviors and conditions that negatively impact community health, safety and welfare, as well as public peace; and

WHEREAS, disturbances to public peace and safety, and damage to public and private property through vandalism and other behaviors diminish enjoyment of the community and public spaces, harm residents and businesses, and cause the City and its residents damage and financial costs, as well as emotional harm; and

WHEREAS, the City Council finds and declares that current provisions of the Duarte Municipal Code do not adequately provide tools to enable the City to address current problems facing the community, as well as protecting public peace, health and safety, requiring specific amendments to the Duarte Municipal Code in order to accomplish these goals; and

WHEREAS, changes in state and federal statutes and case law require updates to the Duarte Municipal Code in order to comply with changes in the law; and

WHEREAS, the City desires to continue improving its processes to provide for effective, fair and efficient enforcement of the Duarte Municipal Code to enhance public health, safety and welfare, and to preserve the community.

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

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

SECTION 2: The following sections of the Duarte Municipal Code are amended to read as follows:

...

9.24.025 – Possession of open container of an alcoholic beverage container

- (a) No person who has in his or her possession any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, shall enter, be, or remain in any public area, including, but not limited to, any roadway, sidewalk, parking lot, or on the posted premises of, including the posted parking lot immediately adjacent to, any retail package off-sale alcoholic beverage licensee licensed pursuant to Division 9 (commencing with Section 23000) of the Business and Professions Code, or on any area immediately adjacent to the licensed and posted premises, or on the premises of, or immediately adjacent to, any business not licensed to sell or consume alcoholic beverages.
- (b) As used in this section, “posted premises” means those premises which are subject to licensure under any retail package off-sale alcoholic beverage license, the parking lot immediately adjacent to the licensed premises and any public sidewalk immediately adjacent to the licensed premises on which clearly visible notices indicate to the patrons of the licensee and parking lot and to persons on the public sidewalk, that the provisions of this section are applicable. This section does not apply to possession an alcoholic beverage on-site of a properly licensed facility in compliance with State law.

...

9.24.090 – Enforcement

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

SECTION 3: Chapter 9.18 of the Duarte Municipal Code is amended to read in its entirety as follows:

Chapter 9.18 – DAMAGE TO PROPERTY

9.18.010 – Legislative purpose

The City Council finds that there is a threat to the public health, safety and welfare in that local property owners and public facilities are experiencing incidents of graffiti and other damage to property which are costly to remove and create a negative image of the City. Neither the City nor private property owners have sufficient resources to constantly remove the graffiti

or repair other damage, and the measures contained in this chapter are necessary to reduce the negative impact of increased graffiti and other damage, and to deter such violations.

9.18.020 - Definitions

For the purposes of this chapter the following definitions shall apply:

“Bona fide evidence of majority and identity” means any document evidencing the age and identity of an individual which has been issued by a federal, state or local government entity, and includes, but is not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued by a member of the armed forces.

“Etchers” means any tool, device and/or other mechanism including, but not limited to, glass etchers, metal etchers, cutting instruments, drill bits or any other instrument that is capable of permanently scratching or otherwise marking any surface including, but not limited to, glass, mirrors, windows, steel, aluminum, brass, tin, fiberglass, wood, plastic, concrete or any other surface.

“Graffiti” means any unauthorized inscription, symbol, design and/or configuration of letters and/or numbers written, drawn, scribed, etched, marked, painted, stained, stuck on or adhered by any means whatsoever, to any surface whether publicly or privately owned, including but not limited to, trees, signs, mailboxes, poles, fixtures, utility boxes, trash containers, walls, windows, roofs, paths, fences, walks, streets or pavement, under/overpasses, tunnels, bridges, trestles, drainage facilities, buildings and/or the interior or exterior of any other structure or surface. The term “graffiti” shall include the commonly used term “tagging” and those two terms shall be interchangeable as used in this Chapter.

“Minor” means any person under the age of eighteen (18) years old.

“Paint stick” means any device which contains any substance, solid or liquid, including, but not limited to, any form of any substance commonly known as paint, stain, ink, wax, epoxy and/or any other similar substance which can be applied to any surface by such means as applying pressure to and/or contacting any surface in such a way as to leave any visible mark, which at its broadest width is greater than one-eighth (1/8) inch or which leaves a mark of at least one-eighth (1/8) inch.

9.18.030 – Damaging property in the City

It is unlawful and a public nuisance to willfully mar, injure, damage, destroy or deface, or aids in the marring, injuring, damaging, destroying or defacing of any building or structure whether publicly or privately owned within the City.

9.18.040 – Graffiti prohibited

No person shall place or caused to be placed graffiti on any public or privately-owned property, building or structure, including natural and manmade objects, within the City.

9.18.050 – Determination of liability

Liability of a minor or of any other person for placement of graffiti may be determined by any confession or admission, or any guilty plea, nolo contendere plea, or conviction regarding any violation of the Penal Code relating to graffiti or any other federal, state or local graffiti law relating to graffiti.

9.18.060 – Removal of graffiti

Graffiti may be removed by any of the following methods:

A. Any person who applies graffiti within the City shall have the duty to remove the same within forty-eight (48) hours after notice by the City or the owner of the property involved. The failure of any person to so remove said graffiti shall constitute a violation of this chapter. Where graffiti is applied by anyone under the age of eighteen (18) years, the parent, parents, or legal guardian shall be responsible for such removal or for the payment for removal.

B. The Director of Public Safety or designee is authorized to remove graffiti or other inscribed material from any and all structures and property owned or maintained by the City.

C. Whenever the Director of Public Safety or designee determines that graffiti is located on property within the City and is within view of the public or adjoining properties, he or she is authorized to provide for the removal of the graffiti at the City's sole expense, without reimbursement from the property owner upon whose property the graffiti has been applied, after securing consent from the property owner.

D. If the City is unable to obtain the property owner's consent to remove the graffiti pursuant to subsection C of this section, the City may commence abatement proceedings pursuant to chapter 9.32 of this Code, including seeking costs as provided in that chapter.

9.18.070 – Parental and minor liability

Pursuant to California Civil Code Section 1714.1(b) and Government Code Section 38772, each parent or legal guardian having custody and control of a minor who places graffiti on any public or privately owned structure, building, or property, including natural and manmade objects within the City, shall be jointly and severally liable with such minor for any and all costs incurred in connection with the removal of any graffiti caused by the minor, including all abatement costs, attorneys' fees, court costs, removal costs, costs of repair and/or replacement, and the law enforcement costs incurred by the City in identifying and apprehending the minor. The liability of each parent or guardian shall not exceed the amount set by the California Judicial Council in accordance with California Civil Code Section 1714.1(c). Such liability shall be a

personal obligation of each parent or guardian and shall constitute a lien or special assessment on property owned by each parent or guardian pursuant to chapter 9.32 of this Code. The City is authorized to initiate legal action to enforce this section, or to recover these costs by any other means provided by law. Disposition of a criminal prosecution relating to placement of graffiti does not preclude the City from seeking full cost recovery as provided herein.

9.18.080 – Liability of nonminors

Pursuant to Government Code Section 38772, any person who places graffiti on any public or privately owned structure, building, or property, including natural and manmade objects within the City, shall be personally liable for any and all costs incurred in connection with the removal of any graffiti caused by that person, including all abatement costs, attorneys' fees, court costs, removal costs, costs of repair and/or replacement, and the law enforcement costs incurred by the City in identifying and apprehending the person. Such liability shall be a personal obligation and shall constitute a lien or special assessment on property owned by such person pursuant to chapter 8.50 of this Code. The City is authorized to initiate a legal action to enforce this section, or to recover these costs by any other means provided by law.

9.18.090 – Enforcement

A. Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

B. Any person who violates this chapter, shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) for each violation. The civil penalty prescribed may be sought in addition to any other remedy, including administrative fines. The City is authorized to seek recovery by any means authorized by law. The parent or legal guardian having custody and control of the minor offender shall be jointly and severally liable with the minor.

C. The remedies provided in this chapter are intended to be cumulative. Nothing in this chapter shall be deemed to prevent the City from commencing any other action or proceeding to enforce this chapter in addition to or as alternatives to the proceedings set forth herein.

9.18.100 – Treble damages for second or subsequent judgment.

Upon entry of a second or subsequent civil, administrative or criminal judgment within a two (2) year period finding an owner of property, minor or other person is responsible for a violation of this chapter, the City shall be entitled to treble damages pursuant to Government Code section 38773.7.

9.18.110 – Rewards

The City Council may, in its sole discretion, by resolution, establish a reward for information leading up to the identification, apprehension and conviction of any person who violates this chapter. Said resolution may require that the offender reimburse the City for any

reward paid, and place responsibility for reimbursement upon the parent(s) or legal guardian(s) of any minor so convicted.

SECTION 4: Sections 11.04.061 and 11.04.062 of the Duarte Municipal Code are deleted in their entirety.

SECTION 5: Chapter 12.22 of the Duarte Municipal Code is added to read as follows:

CHAPTER 12.22 – STORAGE OF PERSONAL PROPERTY IN PUBLIC AREAS

12.22.010 – Storage of personal property.

It is unlawful for any person to dump, place, deposit, or store personal property in or on any public space, property or right-of-way including, but not limited to, sidewalks, easements, private and public City streets and highways and parks, except as otherwise expressly permitted by this Code or state law.

12.22.020 – Definitions

For the purposes of this chapter the following definitions shall apply:

- (a) “Abandoned personal property” means any personal property that the owner surrenders, relinquishes, or disclaims, or, to a reasonable person, appears to be personal property that the owner surrenders, relinquishes, or disclaims.
- (b) “Park” means any park, reservation, playground, recreation center or any other area in the City owned, maintained, or used by the City for the purpose of public rest, play, enjoyment, active or passive recreation, or assembly, and shall include all buildings, parking spaces, and structures located thereon or therewith.
- (c) “Personal property” means tangible personal belongings. Tangible personal belongings include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, such as tents, tarpaulins, bedding, sleeping bags, carts, hammocks, household items, luggage, backpacks, cooking utensils, money, legal or prescribed medication, documents, clothing, and books.
- (d) “Public area” means and includes all property that is owned, managed or maintained by the City and shall include, but is not limited to, any street, alley, park, public right-of-way, recreational area, any place open to the public view or other place to which the public has access.
- (e) “Public property” means any building, parking structure, parking lot, utility lot, right-of-way, park, or space, owned or maintained by the City, the County of Los Angeles, the State of California, the United States government or other public entity.

- (f) “Right of way” means the surface and space in, on, above, through and below any real property in which the City has a legal or equitable interest, whether held in fee or any other estate or interest, or as a trustee for the public, including, but not limited to, any street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, curb, parkway, river, tunnel, viaduct, bridge, public easement, or dedicated easement.
- (g) “Store,” “stored,” “storing” or “storage” means to put personal property aside or accumulate for use when needed, to put for safekeeping and/or to place or leave in a public area. Personal property is stored if, on a daily or regular basis, the property is within 500 feet of the same location, including the former location of the personal property.
- (h) “Street” shall include every highway, avenue, lane, alley, court, place, square, sidewalk, parkway, curb, bikeway, or other public way in this City which has been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this State.
- (i) “Unattended” means no person is present with the personal property who asserts or claims ownership over the personal property. Conversely, property is considered “attended” if a person is present with the personal property and the person claims ownership over the personal property.
- (j) “Unclaimed personal property” means personal property that is within the custody of the City and that has not been claimed within a period of ninety days by its owner or finder.

12.22.030 – Prohibition on the storage of personal property

- (a) It is unlawful and a public nuisance for any person to store personal property in any of the following areas, except as otherwise approved by the City manager or designee or as permitted by this Code or state law:
 - (1) Any public or private street or right-of-way, including sidewalks, bus stops, and public landscaping; or
 - (2) Any public property improved or unimproved; or
 - (3) Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public.
- (b) Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.
- (c) Personal property stored in violation of this section is subject to impoundment and disposal as provided in this chapter.

12.22.040 – Notice, impound, reclamation, and disposal process

- (a) Any personal property identified by any law enforcement officer, Code enforcement officer, or the City Manager or designee, that is unattended or stored in violation of this chapter may be seized, impounded, and stored in accordance with the following procedure:
 - (1) Pre-Removal Notice: Pre-removal notice will be deemed as provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property. The notice shall contain the following:
 - (A) A general description of the personal property to be removed;
 - (B) The location from which the personal property will be removed;
 - (C) The date and time the notice was posted;
 - (D) A statement that the personal property is being stored in violation of section 12.22.030;
 - (E) A statement that the personal property will be removed and impounded if not removed within 24 or 48 hours;
 - (F) A statement that moving the personal property to another location in the public area will not constitute a removal of the personal property;
 - (G) The contact information for any City designee to answer questions regarding the stored personal property, including claiming such property; and
 - (H) A statement warning the owner that the personal property may be discarded if not claimed within 90 days of removal.
 - (2) 24/48-Hour Pre-Removal Notice: Any personal property stored in any right-of-way will be subject to removal 24 hours after the pre-removal notice is posted. Any personal property stored in any prohibited area not in a right-of-way will be subject to removal 48 hours after the pre-removal notice is posted.
 - (3) Post-Removal Notice: Upon removal of personal property stored in violation of this chapter, written notice of the removal and impoundment of the personal property shall be conspicuously posted in the area where the personal property was removed or provided to the owner of the personal property. The written notice shall contain the following:
 - (A) A general description of the personal property removed;

- (B) The date and approximate time the personal property was removed;
 - (C) A statement that the personal property was stored in violation of section 12.22.030;
 - (D) The location where the removed personal property can be retrieved, including the address, telephone number, and an internet website address, if available, from which the owner may obtain information as to the removal and reclamation of the personal property; and
 - (E) A statement that the personal property may be discarded if not reclaimed within 90 days of the removal and impoundment.
- (b) The owner of personal property that has been removed and impounded will be permitted to retrieve the impounded personal property.
 - (1) The owner of impounded personal property is permitted to reclaim their personal property by contacting the City through one of the contact methods provided in the Pre-Removal and Post-Removal Notices to make arrangements for the retrieval of their property.
 - (2) The owner of the personal property may repossess the personal property upon submitting satisfactory proof of ownership during the 90 day holding period. A person may establish ownership by, among other methods, describing the location where the personal property was found and providing a specific and detailed description of the personal property, and providing valid proof of identity if that is required to determine ownership. If ownership cannot be determined to the satisfaction of the Director of Public Safety or designee, he or she may refuse to return the personal property until ordered to do so by a court of competent jurisdiction; however, the City shall continue to hold the personal property until such a determination is made.
 - (3) Reasonable accommodations will be made if the owner of impounded personal property is unable to reclaim their personal property within the 90 day period provided in this chapter.
- (c) The City may impound personal property seized in any manner designed for safe keeping of such personal property.
- (d) After the passage of 90 or more days, the property may be appropriated to the City for the City's use upon order of the City manager or designee, or the City may dispose of unclaimed personal property. The City shall not be required to undertake any search for, or return, any impounded personal property stored for longer than ninety days. The City shall maintain records of the dates impounded personal property was removed and discarded.

12.22.050 – Evidence of crimes, contraband, and hazardous waste

- (a) Section 12.22.040 does not apply to any personal property that constitutes evidence in a crime, such as weapons, ammunition, controlled substances, stolen property, or any other property which constitutes evidence of a crime, and such property may be seized without notice. The nature of the property and its location will be documented, and possession of such property may be transferred to local law enforcement for processing and investigation.
- (b) Section 12.22.040 does not apply to any unattended personal property which presents an immediate threat to public health or safety, is contraband, is hazardous waste, or which clearly constitutes waste, refuse or trash, and may be disposed of without notice.
- (c) Section 12.22.040 does not apply to any unattended personal property that is reasonably believed to be intentionally abandoned or discarded, or reasonably believed to be trash, refuse, waste, litter, junk, debris, detritus or rubbish, and such property may be disposed of without notice.
- (d) Section 12.22.040 does not apply to any medical waste, including, but not limited to, syringes, medical waste, medical cutting instruments, or any items whose cleanliness or condition of sanitation pose a threat to the health and safety of individuals in contact with such material.

12.22.060 – Costs of seizure and disposal

The City may require the owner of impounded personal property to pay the reasonable costs of storage of such personal property seized pursuant to this chapter. The owner of impounded personal property may submit a request for a waiver of such costs due to a financial hardship. Payment of any reasonable costs pursuant to this section is not a prerequisite for the return of impounded personal property.

SECTION 6: Chapter 9.21 of the Duarte Municipal Code is added to read in its entirety as follows:

Chapter 9.21 – AGGRESSIVE PANHANDLING

9.21.010 – Purpose and Intent

(a) It is the intent of the Council in enacting the ordinance codified in this chapter to preserve and improve the quality of life for those in the City, and to protect the safety of the general public against certain abusive conduct of persons engaged in aggressive panhandling by imposing reasonable restrictions on aggressive, intrusive, or unsafe panhandling while respecting the constitutional rights of free speech for all citizens.

(b) This ordinance is not intended to, and does not, prohibit non-aggressive panhandling and is limited to aggressive panhandling on public property.

(c) Aggressive and intrusive panhandling includes unwanted physical contact of pedestrians and others or the intentional blocking of pedestrian and vehicular traffic. The City Council finds that an increase in aggressive panhandling in the City has become extremely disturbing and disruptive to residents and businesses, and contributes to the loss of access to and enjoyment of public places, and to an enhanced sense of fear, and disorder. Aggressive panhandling unquestionably threatens the public's safety and welfare. Aggressive panhandling also undermines the public's inherent right to use and enjoy public places without being accosted by or be in reasonable apprehension of persons demanding money or goods in a forceful manner. The actions of individuals engaged in aggressive panhandling likewise can create a climate of intimidation and anxiety among members of the public, who when confronted, reasonably and legitimately fear harm if they refuse to give in to the solicitations of individuals engaged in this type of conduct. Aggressive panhandling also reflects behaviors that are otherwise illegal, such as assaulting persons, and is unrelated to the content of speech, or are these regulations intended to regulate in any manner the content of speech.

(d) Aggressive panhandling usually includes approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrians. Such activity often carries with it an implicit threat to both person and property.

(e) The City Council further finds that restricting aggressive panhandling on public property will provide a balance between the rights of panhandlers and the rights of persons who wish to decline or avoid such aggressive panhandlings and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations while allowing all members of the public to peacefully utilize and enjoy public property.

(f) The restrictions contained herein are neither overbroad nor vague and are narrowly tailored to very specific conduct occurring on public property and focused to serve a substantial governmental interest. Furthermore, in enacting this legislation, the City Council recognizes the inherent availability of warnings and alternative administrative and civil remedies which may be appropriate remedies for violations of this law.

9.21.020 – Definitions

For the purpose of this chapter, the words set out in this section shall have the following meanings:

- (a) “Aggressive panhandling” means any of the following:
 - (1) Approaching or speaking to a person, or following a person before, during or after soliciting, if that conduct is likely to cause a reasonable person to:
 - a. Fear bodily harm to oneself or to another, damage to or loss of property, or
 - b. Otherwise be intimidated into giving money, goods, or other things of value;

- (2) Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;
 - (3) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact in the course of soliciting, asking or begging;
 - (4) Using violent or threatening gestures toward a person before, during or after soliciting; or
 - (5) Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the panhandler.
- (b) "Bona fide charity" or "charity" means any social, religious, educational, sports, arts, or other similar bona fide non-profit organization not engaged in any criminal activity or enterprise for which financial donations are collected.
 - (c) "Panhandling" means to ask for or solicit money, property, or other favor, regardless of value.

9.21.030 – Aggressive panhandling

- (a) It shall be unlawful for any person to engage in any aggressive panhandling on any public property, including any City park, City building, and public street, highway, sidewalk, or public right of way.
- (b) This chapter does not apply to any bona fide charity or person that engages in panhandling that is not aggressive, as defined in this chapter.
- (c) This chapter does not apply to protected speech activities or other activity protected by law.

9.21.040 – Enforcement

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

SECTION 7: Chapter 9.22 of the Duarte Municipal Code is added to read in its entirety as follows:

Chapter 9.22 – PUBLIC NUDITY

9.22.010 – Definitions

For the purposes of this chapter, the following additional definitions shall apply:

- (a) “Nudity,” “nude,” and “nudity” means exposure of the genitals, pubic area, anus, or buttocks with less than a fully opaque covering; or exposure of a female breast below a horizontal line across the top of the areola at the areola’s highest point with less than a fully opaque covering.
- (b) “Public property” means any property owned or controlled by the City, including, but not limited to, any building, street, sidewalk, right of way, bike path, alley, parking lot, plaza, park, playground, pool, body of water, open space or other place open to the public owned or maintained by the City, the County of Los Angeles, the State of California, the United States government, or other public entity.

9.22.020 – Public nudity prohibited

- (a) No person shall be nude upon public property or upon any portion of private property that is visible from public property.
 - (1) Exceptions. This section shall not apply to:
 - (2) Children under the age of ten (10) years;
 - (3) The exposure of a breast while breastfeeding a nursing child;
 - (4) Nudity within a fully enclosed structure intended to allow brief nudity, such as a bathroom, locker room, dressing room, or changing room;
 - (5) As expressly approved in writing by the City in conformance with this Code; and
 - (6) Otherwise as permitted by applicable law.

9.22.030 – Enforcement

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

SECTION 8: Chapter 9.23 of the Duarte Municipal Code is added to read in its entirety as follows:

Chapter 9.23 – TRESPASSING AND FIGHTING

9.23.010 – Definitions

For the purposes of this chapter, the following additional definitions shall apply:

- (a) “Public property” means any building, parking structure, parking lot, utility lot, right-of-way, park, or open space, owned or maintained by the City, the County of

Los Angeles, the State of California, the United States government, or other public entity.

- (b) “Trespass” and “trespassing” means to enter, occupy, or encroach upon any building, structure, open space, enclosed or unenclosed land, without the consent of the owner or person in lawful possession of said property.

9.23.020 – Trespassing Prohibited

- (a) No person shall remain upon any private property or business premises, after being notified by the owner, owner’s agent, lessee, or by a peace officer acting at the request of any of the above to remove themselves and their possessions therefrom. For purposes of this section a lessee includes a tenant in lawful possession of real property and a licensee.
- (b) No person, without permission from the owner, owner’s agent, or lessee, shall enter upon the private property or business premises after having been notified by the owner, owner’s agent, or lessee to keep off or keep away therefrom.
- (c) No person shall enter or remain upon posted private property without the permission of the owner, owner’s agent, or lessee of such posted property or premises.
- (d) No person shall enter or remain upon any City property, building, yard, parking lot, or other City owned or operated facility except during business hours, or upon request or invitation of any City employee or agent acting within the capacity of a City employee or agent, or after being informed by any City employee or a peace officer acting on behalf of the City to remove themselves and their possessions therefrom.
- (e) Exceptions. This section shall not apply in any of the following instances:
 - (1) Where its application results in a violation of law or where preempted by law;
 - (2) Where its application would result in an interference with or inhibition of lawful peaceful labor picketing or other lawful labor activities;
 - (3) Where its application would result in an interference with or inhibition of any other exercise of a constitutionally protected right of freedom of speech such as (but not limited to) peaceful expressions of political or religious opinions, not involving dangerous or hazardous personal conduct;
 - (4) Where the person who is in or upon another’s private property or business premises is there under a legal right, including but not limited to landlord-tenant disputes, marital disputes, child custody disputes or visitation disputes; or

- (5) Public camping, which is separately regulated by this Code and State law.
- (f) As used in this section, “posted property” means any property at each corner of which, at each entrance to which, a sign is posted three feet above grade and said sign is composed of wood, metal or other equally substantial material, the face of which is not less than one square foot in area, and upon which, in legible letters not less than one inch in height, appear the words “PRIVATE PROPERTY – NO TRESPASS.” In addition, the sign may contain such other words as may be desired, indicating that trespassers are subject to prosecution. Where the area of such property exceeds one acre, the notice shall also be posted at multiple locations which are at intervals of not more than 300 feet along or near the boundaries thereof.

9.23.030 – Continuing Trespass Enforcement Authorization

The owner or responsible party of real property located within the City may request continuing enforcement of section 9.23.010 in their absence. Such request shall be made in writing to the Los Angeles County Sheriff’s Office or Duarte Public Safety Department pursuant to that office’s procedures.

9.23.040 – Fighting in Public Prohibited

It is unlawful for any person to engage in any physical fight, disorderly conduct, or altercation with any other person on any public property or upon the premises of another within the City, while in immediate physical possession or any concealed firearm, knife, dirk, bludgeon, or other weapon.

9.23.050 – Fighting on Public Property Prohibited

It is unlawful within the City for any person to engage in fighting on public property.

9.23.060 – Enforcement

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

SECTION 9: Chapter 9.25 of the Duarte Municipal Code is added to read in its entirety as follows:

Chapter 9.25 – PUBLIC URINATION AND DEFECATION

9.25.010 – Prohibited

It is unlawful for any person to urinate or defecate in a public place or publicly owned property other than a restroom, or in a place open to public view, or upon the private property of another without the consent of the owner or person in lawful possession.

9.25.020 – Enforcement

Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

SECTION 10: Chapter 9.26 of the Duarte Municipal Code is added to read in its entirety as follows:

Chapter 9.26 – POSSESSION OF CATALYTIC CONVERTERS

9.26.010 – Purpose

Federal law requires catalytic converters on all motor vehicles, and due to their high costs, catalytic converters have been the subject of significant theft and an attractive target for thieves. The victims of catalytic converter theft in the City experience significant financial hardship, a loss of security, and the inconveniences of not having access to their automobile while their catalytic converters are replaced. The purpose and intent of this chapter is to prohibit unlawful possession of catalytic converters within the City to protect citizens and their vehicles from potential damage and loss of their use and enjoyment of their vehicles stemming from this criminal activity.

9.26.020 – Unlawful possession of catalytic converters prohibited

- (a) It is unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify they are in lawful possession of the catalytic converter.
- (b) For purposes of this section, “lawful possession” includes being the lawful owner of the catalytic converter, the vehicle from which it came, or in possession of the catalytic converter with the lawful owner’s written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a “lawful possession.”
- (c) For purposes of this section, “documentation or other proof” means written document(s) that clearly identify the vehicle from which the catalytic converter originated and includes but is not limited to the following document types: bill of sale from the original owner identifying the catalytic converter, documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop, verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter, vehicle registration associated with the catalytic converter containing an etched associated license plate number or vehicle identification number. The validity of documentation or other proof is based on the totality of the circumstances.

9.26.030 – Enforcement

- (a) Any violation of this chapter is a public nuisance that may be abated by any means provided in this Code, including administrative citations, civil action and injunctive relief, and is also punishable as provided in sections 1.04.090 and 1.04.100 of this Code.

- (b) Each and every violation of this chapter, including each catalytic converter that is unlawfully possessed, shall constitute a separate violation, a public nuisance, and shall be subject to all remedies and enforcement measures authorized by this Code.

SECTION 11: If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect. The City Council declares that it would have adopted each section of this Ordinance independent of the other sections.

SECTION 12: The City Council finds that this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) and 15060(c)(3) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the activity is not a project as defined in Section 15378 of the CEQA Guidelines , and the ordinance has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no environmental assessment is required or necessary.

SECTION 13: This Ordinance shall become effective thirty (30) days following its second reading.

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 25th day of October, 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

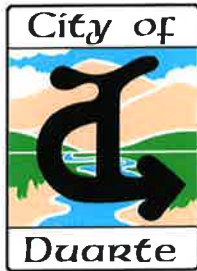
Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 912 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of October 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez
City Clerk



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: October 25, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Award of Contract for Professional Design Services for the Completion of the Plans, Specifications and Cost Estimates for the Melcanyon Debris Catchment Basin and a General Fund budget amendment in the amount of \$126,900

RECOMMENDATION: That City Council: 1) authorize the City Manager to sign a Professional Services Agreement with Land Design Consultants for final design and preparation of plans for the Melcanyon Debris Catchment Basin; and 2) approve a General Fund Budget Amendment in the amount of \$126,900

FISCAL IMPACT: This project was not included in the adopted FY 2022-23 and will require a \$126,900 General Fund Budget Amendment

BACKGROUND

On October 24, 2017, the City entered into a professional services agreement with Land Design Consultants, Inc. (LDC) for the preparation of a preliminary design for the construction of the Melcanyon Catchment Basin. The purpose was to determine a configuration of permanent facilities that would substantially mitigate flooding and the deposition of silt onto Melcanyon Road and the surrounding neighborhood. The preliminary plans were also the basis for a grant request.

The findings from the abovementioned services and the delivered design were used to submit a Notice of Interest to the California Governor's Office of Emergency Services (Cal OES) for the Federal Emergency Management Agency (FEMA) Hazardous Mitigation Grant Program (HMGP).

In June 2022, the City received notice that FEMA approved \$1,212,156 in HMGP funds for the City to move forward with this project. The total estimated project cost is between \$1.7 and \$2.1 million.

DISCUSSION/ANALYSIS

The next step in the process is to prepare final Plans, Specifications and Cost Estimates (PS&E) for construction bid documents for the Melcanyon Debris Catchment Basin. Staff requested a proposal from LDC for the PS&E since LDC has unique experience with the project.

The scope of work includes the completion of grading plans, gabion debris basin improvement plans, storm drain improvement plans, additional topographic survey, interim erosion control, the preparation of Storm Water Pollution Prevention Plan (SWPPP), geotechnical engineering services, environmental permitting, and project coordination.

The final design of this project will require a significant amount of coordination with various agencies as well as specialized services. LDC submitted a proposal to complete the required deliverables in the amount of \$126,900. The City is confident that, given their experience and familiarity with the project, LDC will succeed in providing quality results in a timely and efficient manner.

RECOMMENDATION

That City Council: 1) authorize the City Manager to sign a Professional Services Agreement with Land Design Consultants for final design and preparation of plans for the Melcanyon Debris Catchment Basin; and 2) approve a General Fund Budget Amendment in the amount of \$126,900.

FISCAL IMPACT

This project was not included in the adopted FY 2022-23 and will require a \$126,900 General Fund Budget Amendment.

ATTACHMENTS

Professional Services Agreement with LDC Proposal

**CITY OF DUARTE
DESIGN PROFESSIONAL SERVICE AGREEMENT**

This agreement ("AGREEMENT"), is made and effective as of _____, 2022 between the CITY of Duarte ("CITY"), a municipal corporation, and Land Design Consultants, Inc. ("CONSULTANT"), a sole corporation. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on _____, 2022 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

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

III. PERFORMANCE

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

IV. CITY REPRESENTATIVE

CITY's Community Development Director shall represent CITY in all matters pertaining to the administration of this AGREEMENT, review and approve all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to CONSULTANT. CITY's Community Development Director shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change CONSULTANT's compensation, subject to Section V hereof.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT One hundred twenty six thousand nine hundred dollars (\$126,900) at the completion of their work.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the CITY's Community Development Director. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by CITY's Community Development Director and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit one invoice for actual services performed. Invoice shall be submitted soon thereafter the completion of services provided. Payment shall be made within thirty (30) days of receipt of invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice, therefore.

VI. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. Except as otherwise provided herein below, either party may terminate this AGREEMENT, or any portion hereof, by serving written notice of termination upon the other party at least ten (10) days prior to the date of termination. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the CITY terminates a portion of this AGREEMENT, such termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the AGREEMENT pursuant to this section, the CONSULTANT will submit an invoice to the CITY as provided herein above.

VII. DEFAULT

- A. Either party's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that either party is in default for cause under the terms of this AGREEMENT, the affected party shall promptly notify the deficient party of such default and following such notice shall have no obligation or duty to continue compensating or providing any work after the date of default and can terminate this AGREEMENT immediately by written notice to the other party. If

such failure hereunder arises out of causes beyond either party's control, and without fault or negligence, it shall not be considered a default.

- B. If the CITY's Community Development Director determines the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service of default notice to cure the default as directed by the CITY in the notice of default. In the event the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to all services provide by CONSULTANT under this AGREEMENT and other such information required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the CITY at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

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, for both indemnity and defense, 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 the CONSULTANT's percentage of fault, and the parties cannot mutually agree on CONSULTANT's percentage of fault, the parties agree to mediation with a neutral third-party to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in the attached Insurance requirements herewith and incorporated herein by this reference as though set forth in full.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the 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, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as

provided in the AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the CITY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work or services to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO CITY EMPLOYEES

During their tenure and for one year thereafter, no member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services provided under this AGREEMENT 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 and under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the CITY's Community Development Director or unless requested by the CITY's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the

CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY, unless the CITY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the CITY of such Discovery. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to Discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by: (i) personal service; (ii) delivery by a reputable document delivery service (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CITY: City of Duarte
 1600 Huntington Drive
 Duarte, CA 91010
 Attention: Community Development Director

To CONSULTANT: Land Design Consultants, Inc.
 800 Royal Oaks Dr #104
 Monrovia, CA 91016
 Attention: Steve Hunter

XVII. ASSIGNMENT

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. SEVERABILITY

Any part, provision, or representation of this AGREEMENT or any of its exhibits, which is held to be invalid, void or unenforceable by a court of competent jurisdiction, shall be limited to that part, provision or representation and all other parts, provisions, or representations herein shall remain in full force and effect.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

Land Design Consultants, Inc.

By: _____
(Signature)

(Typed Name)

(Title)

CITY of Duarte
A Municipal Corporation

CITY Manager

ATTEST:

CITY Clerk

APPROVED AS TO FORM:
CITY Attorney

By: _____

Attachments: Insurance Requirements
 Exhibit A LDC Proposal

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants.

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains

to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide the CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then CONSULTANT shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

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

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

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

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT under this AGREEMENT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's Subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT may still be able to utilize the Subcontractor provided CONSULTANT shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this AGREEMENT. This provision does not relieve the CONSULTANT of its contractual obligations under the AGREEMENT and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This

provision is intended solely to provide CONSULTANT with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this AGREEMENT given the limited scope of work or services provided by the Subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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

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

Exhibit A
Proposal Next Page

LAND DESIGN CONSULTANTS, INC.*Land Planning, Civil Engineering, Surveying & Environmental Services*

September 6, 2022

Mr. Craig Hensley
Duarte City Hall
1600 Huntington Drive
Duarte, CA 91010

Re: Civil Engineering Services for Mel Canyon Road Debris Catchment
Our Project No. 17022-002

Dear Mr. Hensley:

Land Design Consultants, Inc. is pleased to provide this proposal for civil engineering services for the preparation of gabion storm water improvement plans and studies for the purpose of mitigating flood waters and debris and sediment deposition in Mel Canyon Road, the surrounding neighborhood, and adjacent public facilities, from the two canyons north of the intersection of Mel Canyon Road and Brook ridge Road.

I will be in charge of the coordination between your office and our efforts. Please sign the attached contract documents and return one copy to our office by e-mail, or mail, for our files. Thank you for this opportunity to be of service.

Sincerely,

LAND DESIGN CONSULTANTS, INC.



Steve Hunter
Vice President

Attachment: Agreement between Client and Consultant
Summary of Services
Standard Hourly Rates Schedule
General Terms of Agreement

Cc: Robert R. Sims P.E./LDC
Chuck Gilman P.E./LDC

LAND DESIGN CONSULTANTS, INC.*Land Planning, Civil Engineering, Surveying & Environmental Services***Agreement between Client and Consultant**

Agreement entered into at Monrovia, California, made this 6th day of September 2022, by and between:

CLIENT:

Name: Mr. Graig Hensley/ City of Duarte
Address: 1600 Huntington Drive
Duarte, CA 91010
Phone: (626) 357-7931
E-Mail: chowing@rkagroup.com

CONSULTANT:

Name: Land Design Consultants, Inc. (LDC)
Address: 800 Royal Oaks Drive, Suite 104
Monrovia, CA 91016
Phone: (626) 578-7000 x 2111
Fax: (626) 578-7373
E-mail: shunter@ldcla.com

Client proposes to: Develop storm water & gabion debris basin plans for Mel Canyon area, City of Duarte.

Consultant agrees to perform the following scope of services:

See Summary of Services consisting of three (3) pages.

Client agrees to compensate consultant for such services as follows:

See Summary of Services consisting of three (3) pages.

This Agreement is subject to all standard engineering and land planning practices and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof. (List of exhibits below.)

Cover letter dated September 6, 2022

Agreement

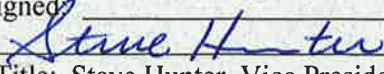
Summary of Services

Standard Hourly Rates Schedule

General Terms of Agreement

IN WITNESS WHEREOF, the parties hereby execute this agreement dated September 6, 2022, upon the terms and conditions stated above.

Client: Mr. Graig Hensley/ City of Duarte
By: _____
Name/Title: _____
Date Signed: _____
Client Project No.: _____

Consultant: Land Design Consultants, Inc.
By:  _____
Name/Title: Robert R. Sims, P.E. President
Date Signed: _____
By:  _____
Name/Title: Steve Hunter, Vice President
Date Signed: 9-7-2022

Consultant's California Engineering License RCE 21649 LDC Project Number: 17022-002

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LAND DESIGN CONSULTANTS, INC.

Land Planning, Civil Engineering, Surveying & Environmental Services

SUMMARY OF SERVICES

Page 1 of 3

To Accompany Agreement Between Client and Consultant

Dated: September 6, 2022

Prepared for: The City of Duarte (Client)

Prepared by: Land Design Consultants, Inc. (Consultant)

Project: Debris Catchment of Canyons North of Mel Canyon Road

Consultant's Project Number: 17022-002

Consultant is to provide the following services:

Gabion Debris Basin Improvement/ Grading Plans -

Prepare & process one (1) set of gabion debris basin & rough grading plans at 1" = 40' scale for the removal of excess silt and soft earth and burnt vegetation in the lower parts of the two canyons whose watersheds contribute to the runoff that flows into Mel Canyon Road and its surrounding neighborhood and nearby public facilities. Plans to show gabion debris basin, access roads, slopes, swales, inlet structures, outlet structures, details, and any soils mitigation limits.

Storm Drain Improvement Plans-

Prepare & process one (1) set of storm drain improvement plans for a main line that runs north in Mel Canyon Road from its intersection with Opal Canyon Road to its intersection with Brookridge Road and into the project site, as depicted in prepared gabion design studies prepared by Land Design Consultants (LDC), and to Los Angeles County & City of Duarte standards. The plans will be prepared as an MTD and shall be process with the County's Department of Public Works for their review for its adequacy for LACFCD maintenance. Plans and profiles will show mainlines, laterals, catch basin (if required), junction structures & manholes, as well as details on its connection to the existing storm drain described as Line C of Project 3250, Unit 1. The plans will show all existing utilities as can be best determined. Hydraulic calculations as required by the approving agencies shall be performed and presented in the form of a report.

Topographic Survey of Mel Canyon Road

Perform as-built survey of Mel Canyon Road from just south of its intersection with Opal Road to its northerly terminus at Brookfield Road. The survey will consist of cross-sections taken at approximately 50-feet on center. Each section shall include shots of the street centerline and curbs and gutters on either side. All manholes within that scope-of-work shall be dipped in order to determine existing invert elevations. All utility hand-holes and valves shall be located. Provide record boundary survey & analysis of City property to be acquired.

Interim Erosion Control Plans

Prepare plans for each construction phase of the grading for the control, containment and/or mitigation of silt and sediments from the construction site. Specify construction practices that will maximize such containment.

SWPPPs

Prepare one (1) SWPPPs for both the grading project (construction SWPPP) and the storm drain project (linear SWPPP). Prepare draft SWPPPs for the NOI (Notice of Intent) application with the State Water Boards and update each as the project nears ground-breaking with additional information (contractor, construction schedule, QSP info, etc.)

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SUMMARY OF SERVICES

Page 2 of 3

Geotechnical Engineering Services

LDC will contract with a reputable geotechnical engineering firm to evaluate, analyze, and test the site, review the civil plans, and make appropriate recommendations based upon their findings. Provide 8 to 10 test pits in order to document the lithology of bedrock, evaluate colluvial material and obtain drive & bulk samples for laboratory testing. Also drill 2 hollow-stem auger drill holes in the vicinity of the large drop structure. Provide 3 geologic cross sections illustrating the subsurface geologic structure with respect to the proposed improvements. Provide geologic analysis of the field data regarding bedrock structure, depth of colluvium and determination of appropriate removal depths. Provide geotechnical evaluation of shear Parameters of site material for use in slope stability calculations and determination of geotechnical parameters for structure design. Provide geotechnical stability analysis to evaluate safety factors for the berm slope under steady-state seepage sand rapid drawdown conditions. Their findings and recommendations will be presented in the form of a report. The firm will also provide observer(s) on an as-needed basis to advise the contractor during removal and compaction operations. The GE will also provide grading certifications as needed.

Boundary Survey and Prepare Legal Descriptions

Perform a survey that shall locate any existing monumentation and street centerline ties that can determine the limits of all properties in question. On that basis, prepare one (1) legal description of the limits of the property that the City shall need for any easement or other legal documentation.

Environmental Permitting

Prepare, process & coordinate applications with the Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish & Game for their permits as may be required. Provide a site reconnaissance level survey to conduct and map biological resources on the project site. Prepare a detailed biological assessment report, environmental and regulatory settings, map plant communities and any sensitive habitats. Prepare jurisdictional delineation analysis of both canyon areas. Prepare one (1) jurisdictional delineation report and discuss any impacts to jurisdictional resources. Prepare & process regulatory permits with USACE, RWQCB and CDFW permit packages. It is assumed that any work that the city may have already performed will be provided to LDC before beginning any permit applications.

Project Management, Coordination & Meetings-

Provide processing with local agencies, consultation, coordination and meetings with other consultants and governmental agencies as required to accomplish services listed above herein.

CONDITIONS

The following items are exclusions to the contract; however, they could be included on a time and material basis or per an addendum to this contract if requested by the client.

- Major revisions due to changes in project design, by client, updated outside consultant's reports, new issues areas or client requests covered under separate amendments to this contract.
- Other services or additional work outside the scope of services may also be required. Client will be notified of these items if they occur.

Without attempting to be all-inclusive, the following items are to be supplied by the client:

- Title reports and title services and other outside consultant reports (biology, water quality, traffic, etc.) will be contracted directly with the client, if required, and are not included in consultant's fees.

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Consultant's Initials	Client's Initials

SUMMARY OF SERVICES

Page 3 of 3

- Permit, processing fees, other fees and out of pocket expenses are not included and are to be paid by the client.
- Permission letters from off-site property owners, as required.
- Also, when the client provides advertising, press releases, publicity or signage for the project, **Land Design Consultants, Inc.** is to be listed as the Land Planner and Civil Engineer.

CONSULTANT agrees to provide the following additional services:

FEES:

Client agrees to pay Consultant as compensation for services performed as follows:

Gabion Debris Basin & Rough Grading Plans	\$15,000
Storm Drain Improvement Plans	33,000
Topographic Survey of Mel Canyon Road/ Record Boundary	4,500
Interim Erosion Control Plans	4,000
SWPPPs	10,000
Geotechnical Engineering Services	25,500
Boundary Survey and Prepare Legal Descriptions	7,400
Environmental Permitting	18,500
Project Management, Coordination & Meeting	<u>8,000</u>
Fixed Fee:	\$126,900

Approved by:

Land Design Consultants, Inc. (date)
Robert R. Sims, P.E., President

City of Duarte (date)

Land Design Consultants, Inc. (date)
Steve Hunter, Vice President

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Consultant's Initials	Client's Initials

LAND DESIGN CONSULTANTS, INC.

Land Planning, Civil Engineering, Surveying & Environmental Services

HOURLY RATE SCHEDULE

Effective August 1, 2021 through July 31, 2022

Principal	\$225.00 per hour
Director	\$190.00 per hour
Project Manager	\$175.00 per hour
Assistant Project Manager	\$150.00 per hour
Environmental Manager/Senior Arborist	\$145.00 per hour
Project Engineer/Project Surveyor	\$150.00 per hour
Assist. Project Surveyor	\$125.00 per hour
Senior Biologist	\$145.00 per hour
Project Biologist	\$120.00 per hour
Biologist	\$100.00 per hour
Associate Biologist	\$75.00 per hour
Design Engineer	\$135.00 per hour
Project Planner/Arborist	\$140.00 per hour
Environmental Planner II	\$105.00 per hour
Environmental Planner I	\$90.00 per hour
Planner	\$125.00 per hour
Designer/Drafter	\$120.00 per hour
Drafter	\$110.00 per hour
Research & Processing	\$100.00 per hour
Desktop Publishing	\$75.00 per hour
Delivery Services	\$65.00 per hour
One-Man Survey Party	\$160.00 per hour
One-Man Survey Party with GPS	\$165.00 per hour
Two-Man Survey Party	\$180.00 per hour
Three-Man Survey Party	\$225.00 per hour
Two-man Drone	\$225.00 per hour
Three-man Drone	\$265.00 per hour
Expert Witness	\$500.00 per hour
Notary Service	\$35.00 per document

(Before a court of law- and decision-making governing bodies)

The above hourly rate schedule is for normal working hours. If overtime work is requested by the client, the rate charged will be 1½ times the hourly rates for off hours, and 2 times the hourly rates shown for Sundays and holidays.

The above rates include overhead and are valid until July 31, 2022, at which time a rate change may occur.

A finance charge of 1½% per month will be applied to any unpaid balance, commencing 30 days after the date of the original invoice.

Direct costs such as map prints, reproductions, outside messenger services, sub-consultants, and other out-of-pocket expenses will be charged at direct cost plus 15% to provide for the cost of administration, consultation and insurance.

	
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Consultant's Initials Client's Initials

LAND DESIGN CONSULTANTS, INC.*Land Planning, Civil Engineering, Surveying & Environmental Services*

Page 1 of 4

GENERAL TERMS OF AGREEMENT

These terms are applicable to and made a part of the contract to which they are attached. Any items in the contract that conflict with these general terms shall prevail.

1. Responsibility of Land Design Consultants, Inc. (LDC)

- a. Consultant's waiver of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition or covenant.
- b. Consultant shall only act as an advisor in all governmental relations. If Consultant's assistance in applying for governmental permits or approvals is pursuant to this agreement, consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.

2. Responsibility of Client

- a. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
- b. Upon consultant's written request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, information or governmental fees and charges, which are necessary for consultant to perform the terms of this agreement.
- c. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by consultant, which plans, drawings or other work product are not final and which are not signed and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by consultant. If consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
- d. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33, and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work, in accordance with Provision 6b.

- e. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition for receiving payment for services. Consultant is entitled to payment of their fees regardless of client's receipt of payment from a lender.
- f. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1½%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
- g. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
- h. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant. Neither the professional activities of consultant nor the presence of consultant, its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their duties, responsibilities and obligations necessary for performing, coordinating or superintending all portions of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
- i. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's work before construction activities commence or further activity proceeds. Client agrees to pay for such additional services as extra work, in accordance with Provision 6b. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.
- j. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance, which will name consultant as an additional insured, and their interest may appear.

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Consultant's Initials	Client's Initials

GENERAL TERMS OF AGREEMENT

- k. In accepting and utilizing any work or data on any form of electronic media provided by consultant, client agrees that all such electronic files are instruments of service of consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use these electronic files, in part or in whole, for any purpose or project not pursuant to this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of the consultant. Further, client agrees to waive all claims against consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than consultant.

Client and consultant agree that any electronic files furnished by either party shall conform to the necessary CADD specifications. Any changes to the CADD specifications by either client or consultant are subject to review and acceptance by either party. Additional services by consultant made necessary by changes to the CADD or other software specifications shall be compensated by client as extra work, in accordance with Provision 6b.

Electronic files furnished by either party shall be subject to a fifteen (15) day acceptance period. During the acceptance period the receiving party agrees to perform the appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period has expired the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event that a conflict arises between the signed construction documents prepared by consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall prevail.

Client agrees to indemnify and hold harmless consultant, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs arising from any changes made by anyone other than consultant or from any reuse of the electronic files without the prior written consent of consultant.

Under no circumstances shall delivery of electronic files for use by client be deemed a sale by consultant. Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any purpose. In no event shall consultant be liable for indirect or consequential damages as a result of client's use or reuse of the electronic files.

It is agreed that the Consultant shall archive a copy of all electronic files transferred to client the content of which is expressly agreed shall be used as conclusive proof in the settlement of any and all disputes. Consultant has no liability resulting from any changes, modifications or anomalies to the files provided to client.

3. Responsibility of Land Design Consultants, Inc. (LDC) and Client

- This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
- This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
- This agreement contains the entire agreement between client and consultant relating to the project and the provisions of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
- If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable,

the remaining provisions of this agreement shall be valid and binding on client and consultant.

- Client and consultant agree to cooperate with each other in every way on the project.
- This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide the consultant the present name and address of the record owner of the property of which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

4. General Terms

- Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement or by amendments to this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, government checking and processing, failure of client to furnish timely information or approve or disapprove of consultant's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible for damages nor shall consultant be deemed to be in default of this agreement. Further, client agrees that should such delays cause consultant to perform extra services, client shall compensate consultant for such services as extra work, in accordance with Provision 6b.
- In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The client and the consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.
- (i) Notwithstanding any other provision of this agreement and except for the provisions of (ii) and (iii), if a dispute arises regarding consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 4c, such dispute shall be settled by a binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or similar organization agreed to by the parties, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
(ii) Subdivision (i) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

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Consultant's Initials	Client's Initials

GENERAL TERMS OF AGREEMENT

- (iii) Subdivision (i) does not preclude or limit consultant's right to elect to perfect or enforce applicable professional or mechanics lien remedies.
- e. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
- f. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring or try to remove such litigation to any other county or judicial district.
- g. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications or drawings other than that all such figures are estimates only and actual costs will vary. It is the responsibility of client to verify costs.
- h. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
- i. Estimates of land areas provided under this agreement are not to be considered precise unless consultant's specifically agrees to provide the precise determination of such areas.
- j. Client acknowledges that consultant's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's services, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
- k. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- l. All original papers, documents, drawings and other work product of consultant, and copies thereof, including all such documents on electronic media, produced by consultant pursuant to this agreement shall remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.
- 5. Compensation**
- a. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
- b. Client agrees that the periodic billings from consultant to client are correct, conclusive and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies or errors in the billing.
- c. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
- d. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned or terminated, client shall pay consultant for all fees, charges and services provided for the project, not to exceed any contract limit specified herein.
- 6. Extra Work**
- a. If consultant, pursuant to this agreement, produces plans, specifications or other documents and/or performs field work, and such plans, specifications and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by client as extra services.
- b. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.
- c. Client acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work, which shall be paid for by client as extra work.
- d. In the event that any staking or record monuments are disturbed, damaged or destroyed by an act of God or parties other than consultant, the cost of restaking shall be compensated by client as extra work.
- e. If the Client fails to make payment when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon (5) calendar days' notice to Client. The Consultant shall have no liability whatsoever to Client for any cost, damage or economic losses as a result of such suspension caused by any breach of this Agreement by Client. Consultant shall be compensated for the services performed and charges incurred prior to the notice to suspend and, upon resumption, an equitable adjustment in fees shall be made to accommodate the resulting re-start-up cost. Furthermore, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension.
- 7. Special Surveying Services Provisions**
- a. If the scope of services to be provided by consultant pursuant to the terms of this agreement included an ALTA survey, client agrees that consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, client hereby agrees to indemnify and hold consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.
- b. Client acknowledges and agrees that if consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client as extra work in accordance with Provision 6b.
- c. Any field survey work to be performed by the Consultant's surveyors is presumed to not be subjected to federal, state and/or local prevailing wage requirements. It is the Client's responsibility to notify the Consultant of any prevailing wage requirements at the time of the Client's request for fee submittal from the Consultant. Client will be responsible for any fees, fines, and/or expenses that the Consultant may incur as a result of the Client's failure to notify the Consultant that the proposed work is subject to prevailing wage requirements.

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Consultant's Initials	Client's Initials

GENERAL TERMS OF AGREEMENT

8. Termination

- a. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
- b. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order of judgment issued by the Bankruptcy Court.
- c. If suspension of services of consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, consultant shall have the right to terminate all services pursuant to this agreement.
- d. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach if this entire agreement, and, upon written notice, the duties, obligations and responsibilities of consultants under this agreement are suspended or terminated. In such event, client shall promptly pay consultant for all fees, charges and services provided by consultant. (Also see 5e)
- e. Client agrees that if project services are terminated for the convenience of the client, consultant is entitled to reasonable termination costs and expenses, to be paid by client as extra work, in accordance with Provision 6b.
- f. Termination of this contract shall be provided in writing by the terminating party.

9. Liability

- a. Consultant shall not be liable for damages resulting from the actions or inaction's of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all government approvals, entitlements and permits and to apply for any extensions thereof.
- b. In the event the client agrees to, authorizes, constructs or permits construction of changes in the plans, specifications, reports and documents or does not follow recommendations or reports prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
- c. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at

the time of preparation of consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modification, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, observation of construction of engineering structures or other construction supervision of this project, or if subsequent to this agreement client retains other persons or entitles to provide such construction services, then client acknowledges that such services will be performed by others and client will defend, indemnify and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entitles except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of consultant.

- d. Client agrees to limit liability of consultant, its principals, employees and their subconsultants to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000 or consultant's fees, whichever is greater. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.
- e. Consultant hereby states and client hereby acknowledges that consultant does not have professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to, the preparation of reports, designs, drawing and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the consultant, its principles, employees and agents if such claim, in any way would involve the consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the consultant.
- f. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that may, in any way, in the judgment of the consultant, increase consultant's contractual or legal obligations or risks, or the availability or costs of consultant's professional or general liability insurance. Consultant has no duty to defend client if client is sued by any party.

10. Warranty

- a. Consultant makes no warranty, either express or implied, as to his findings, recommendations, plans, specifications or professional advice except that the services or work were performed pursuant to generally accepted standards of practice in effect at the time of performance.

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Consultant's Initials	Client's Initials