



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, SEPTEMBER 27, 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

6:00 PM - Workshop
7:00 PM - Regular Session

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 live-streamed and 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. To access the meeting, log onto www.accessduarte.com then on the homepage, click on the Agendas & Meetings icon, 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.

6:00 PM - TOWN CENTER MEDIAN PROJECT WORKSHOP

1. CALL TO ORDER AND ROLL CALL
 - A. City Manager Written Comments on Agenda Items
2. ADOPTION OF THE AGENDA
3. TOWN CENTER MEDIAN PROJECT WORKSHOP

7:00 PM - OPEN SESSION

4. CALL TO ORDER AND ROLL CALL
5. PLEDGE TO THE FLAG
6. SPECIAL ITEMS
 - A. Public Safety Department Update
 - B. Monthly Financial Update
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
8. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
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. Approve absence(s) of City Councilmember(s) from the City 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
 - F. Receive and file the Monthly Financial Update
 - 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 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 Budget Amendment Increasing the Project Budget from the Current \$40,000 to \$64,000

10. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

11. PUBLIC HEARINGS - None

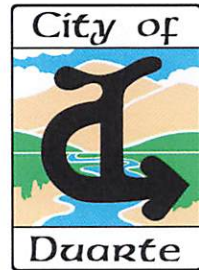
12. BUSINESS ITEMS

- A. 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

13. CONTINUATION OF ORAL COMMUNICATIONS

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

15. ADJOURNMENT



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: September 22, 2022
SUBJECT: Comments on Agenda Items, Meeting of September 27, 2022

ITEM 3 (Workshop). Staff will hold a workshop to discuss the Town Center Median Project.

ITEM 6.A. (Special Items). Staff will provide the Public Safety Department Status Update.

ITEM 6.B. (Special Items). Staff will provide the Monthly Financial Update.

ITEM 9.G. (Consent Calendar). Staff is recommending that the City Council approve the submittal of a grant application to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for \$1,660,000 in grant funds from the RMC Climate Resilience Grant Program. If awarded, funds would be used for the Donald and Bernice Watson Multi-Use Pathway Erosion Management/Active Transportation Improvement Project.

ITEM 9.H. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 22-34 amending the City's current Conflict of Interest Code to include recent changes to the City's organizational structure.

ITEM 9.I. (Consent Calendar). Staff is recommending that the City Council conduct a second reading and adopt Ordinance No. 911, which would provide new building standards for electric vehicle charging stations that comply with State law.

ITEM 9.J. (Consent Calendar). Staff is recommending that the City Council authorize 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 approve a budget amendment in the amount of \$24,000 for the purchase of the storage trailer, removal of the old trailer, and needed electrical work.

ITEM 12.A. (Business Items). Staff is recommending that the City Council authorize the City Manager to execute an agreement with Hinderliter De Llamas & Associates for business license consulting & software services and approve a budget amendment of \$58,200 to purchase and implement the software.

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, AUGUST 9, 2022

5:30 PM – Closed Session

7:00 PM – Regular Session

CLOSED SESSION

1. CALL TO ORDER

Mayor Finlay called the meeting to order at 5:30 p.m.

ROLL CALL:

Councilmembers Present: Lewis, Truong, Garcia, Finlay
Councilmembers Absent: Kang, Schulz
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Annette Juarez, City Clerk

2. PUBLIC COMMENT – CLOSED SESSION

None

3. CLOSED SESSION

The City Council recessed into closed session at 5:31 p.m. to discuss the following:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957(b) Title: City Manager

REGULAR SESSION

1. CALL TO ORDER

Mayor Finlay called the meeting to order at 7:16 p.m.

ROLL CALL:

Councilmembers Present: Lewis, Kang, Truong, Garcia, Finlay
Councilmembers Absent: Kang
Staff Present: Daniel Jordan, City Manager
Thai Viet Phan, City Attorney
Kristen Peterson, 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
Albert Nunez, Management Aide
Annette Juarez, City Clerk

2. PLEDGE TO THE FLAG

The flag salute was led by Management Aide Nunez.

3. ADOPTION OF THE AGENDA

Councilmember Lewis requested that the meeting be adjourned in memory of Vin Scully and Grace Williams.

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

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

City Attorney Phan announced that there was no reportable action taken during Closed Session.

4. SPECIAL ITEMS

A. Presentation by the California Department of Insurance regarding the Safer from Wildfires Program

Armine Sargsyan, California Department of Insurance, gave a presentation regarding the Safer from Wildfires framework, and provided information about suggested home upgrades that would allow homeowners receive insurance discounts.

She responded to questions regarding the various agencies that were consulted with, insurance carriers providing discounts, home hardening, and grants available to the City.

B. Proclamation proclaiming August 7-13 as Farmers Market Week in the City of Duarte

Shosana Puccia, Duarte Chamber of Commerce, announced various activities being hosted by the Chamber of Commerce in honor of Farmers Market Week.

The proclamation was presented to the Duarte Chamber of Commerce.

C. Presentation by Burrtec regarding the Residential Food Waste Program for SB 1383 Compliance

Michael Heftman, Burrtec, gave a presentation on the Residential Food Waste Program discussing SB 1383 regulations, best practices for residents to meet program requirements, and materials that are acceptable to be placed in the green trash bins.

D. Presentation on 210 Freeway Closure Mitigation Plan

Director of Public Safety Villalobos discussed the City's plan to mitigate the effects of the upcoming closure of the 210 Freeway.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Jenny Gable, Duarte Library, announced upcoming library programs and events.

Assistant to the City Manager Rocha announced upcoming City events and introduced newly hired Management Aide, Albert Nunez.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Lino Paras thanked City Staff for hanging a banner honoring the birthday of Mayor Pro-tem Paras-Caracci at the Teen Center; stated the importance of the City Clerk being available during the election period; and inquired about whether a qualified individual will be available at City Hall on the final day of the nomination filing period while City Hall is closed.

City Clerk Juarez confirmed that she would be available at City Hall on Friday from 7:30 a.m. – 6:00 p.m. for the closing of the election nomination period.

7. CONSENT CALENDAR

Public Comment

Lino Paras addressed the City Council regarding Item 7C to express his concerns regarding the minutes not being placed on the agenda for approval at the next consecutive meeting; and inquired about the amendment to Resolution Nos. 22-26 and 22-28 in Item 7K.

City Attorney Phan provided an explanation for the amendment to the ballot measure question and stated that the amendment is technical and did not affect the understanding of the question.

- 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 Council member(s) from the City Council meeting.
- C. Approval of minutes – June 14, 2022, Regular Meeting. (CC/HA/FA)
- D. Approval of warrants – August 9, 2022. (CC/HA/FA)
- E. Receive and file the Parks and Recreation Department Status Report for August 2022.
- F. Receive and file the Community Development Department Status Report for August 2022.
- G. Authorization for the City Manager to execute a Design professional Services Agreement with Bellfree Contractors, Inc. in the amount of \$30,000.00 for Trail Assessment of Fish Canyon Falls Trail.
- H. Adoption of Resolution No. 22-31 designating the applicant agent for the approved Application for Hazard Mitigation Grant Program by Federal Emergency Management Agency.
- I. Approval of a Letter of Support for Girl Scout Troop 2851 Gold Award Project's Advocacy Efforts.
- J. Approval of Amendment No. 2 of the Memorandum Agreement for Participation in the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program.
- K. Adoption of Resolution No. 22-32 amending Resolution No. 22-26 and Resolution No. 22-28 to reflect the corrected ballot question to meet word count requirements as determined by the Los Angeles County Registrar-Recorder/County Clerk.

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

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. BUSINESS ITEMS

Discussion and possible action regarding City Councilmember attendance and designation of a voting delegate and voting alternate for the League of California Cities Annual Conference & Expo September 7-9, 2022

There was brief discussion regarding conference attendance and the selection of a voting delegate.

Moved by Councilmember Garcia, Seconded by Councilmember Truong, and carried by the following vote of the Council to designate Councilmember Lewis as the voting delegate for the League of California Cities Annual Conference & Expo.

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

10. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Jordan welcomed Management Aide Nunez; and thanked Assistant City Manager/Director of Administrative Services Petersen for her work during his absence.

City Attorney Phan announced deadlines to submit ballot initiative arguments and file nomination papers.

Councilmember Truong thanked Staff for their work and for hanging the Happy Birthday banner in honor of Mayor Pro-tem Paras-Caracci; and congratulated Director of Parks and Recreation Enriquez for being a 2022 California JPIA Capstone Award Finalist.

Councilmember Schulz expressed her appreciation of Staff.

Councilmember Garcia thanked Staff for their work; and reminded everyone to visit the Farmers Market and attend the final Concerts in the Park event.

Councilmember Lewis thanked Staff for their work; thanked the Public Safety Department secretary for her assistance with obtaining documents; and thanked Los Angeles Supervisor Barger for the backpack giveaway event; thanked the M.A.D. Town Council for the invitation to the event; gave his sentiments and shared memories about Grace Williams; and shared interesting facts about Vin Scully in honor of his recent passing.

Mayor Finlay stated that Los Angeles County Assessor Jeff Prang sent a letter to the City Council expressing his condolences in the passing of Tzeitel Paras-Caracci.

12. ADJOURNMENT

At 8:45 p.m. the City Council adjourned the meeting.

Margaret Finlay, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1010-7612	CIVICPLUS LLC	Municode Admin Support Fee 6/1/22 - 5/31/23	2471		350.00
100-1605-7735	FSP DESIGNS	TC Amazing Acts Shirts	2475		566.69
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		202.22
100-1605-7740	CAPITAL ONE	Summer Day Camp Equipment	BD23-0329		54.44
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		148.46
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	217900		140.00
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		40.06
100-1405-7965	KHR ASSOCIATES	Town Ctr North Civil Engineering Services	2481	202303-Prof Svcs/1405-7965/T...	7,400.00
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 7/2022	2489		88.00
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		148.01
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		24.38
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		15.37
100-1605-7735	CAPITAL ONE	PS5 Game-Teen Ctr	BD23-0329		21.97
100-1605-7745	CAPITAL ONE	TC Boxing Show Snack Bar Supplies	BD23-0329		61.92
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		70.47
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD23-0329		38.17
100-1605-7741	CAPITAL ONE	Youth Sports Supplies/Equipment	BD23-0329		32.38
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Fun	217916		2,000.00
100-1605-7733	CAPITAL ONE	SC Fresh Fridays Supplies	BD23-0329		68.36
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 7/2022	217924	202102-Cap Improv-CH CDBG ...	1,771.25
100-1605-7980	CAPITAL ONE	Finance Charge	BD23-0329		3.03
100-1610-7652	SIGNAL HILL AUTO ENTERPRISES	TC Chairs and Tables	2495		9,571.79
100-1020-7712	CURO MANAGED PRINT PRODU...	Social Media Living w/ Wildlife Design	217898		100.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Svcs 8/7/22 - 8/20/22	2466		3,612.14
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 8/24/22	2499		160.00
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 7/27/22 - 8/26/22	217896		62.20
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 8/2022	2489		169.00
100-1010-7685	ECS IMAGING INC	Laserfiche Cloud Management System	2473		1,800.00
100-4204	LAUREN RODRIGUEZ	Dog License Overpayment	217925		35.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Training 8/30/22	2499		195.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 Audit-Leases & Adoption of GASB 87	2488		2,000.00
100-1610-7652	CALIBER COMMERCIAL POOL S...	2X Weekly Pool Servicing Contract 8/2022	217895		1,950.00
100-1405-7965	ARCHITERRA DESIGN GROUP	Huntington Dr Median Design 7/6/22 - 8/24/22	2467		7,350.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 7/2022	217924		2,125.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 7/2022	217924		480.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 7/2022	217924		2,240.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering 7/2022	217924		3,050.00
100-1010-7610	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 8/2022	2497		651.68

Council Warrant Register By Account

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC Printer Maintenance 5/31/22 - 8/30/22	217896		59.63
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Website Hero Image	2503		100.00
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax 7/2022 - 9/2022	217908		300.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	2496		158.37
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2022	2500		422.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2022	2500		553.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 10/2022	2500		567.60
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 10/2022	2500		593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle 10/2022	2500		316.25
100-1805-7654	GOVINVEST INC	FY22 GASB 75 Roll Forward Valuation	2479		1,700.00
100-1025-7701	AREA D CIVIL DEFENSE/DISASTE...	FY23 Area D Dues	217892		1,287.42
100-1205-7980	CURO MANAGED PRINT PRODU...	Starbucks w/Sheriff's Yard Signs	217898		57.33
100-1825-7631	CANON SOLUTIONS AMERICA I...	Admin Srvcs Printer Maintenance 5/4/22 - 8/3/22	217896		143.86
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 5/31/22 - 8/30/22	217896		24.28
100-1605-7735	SHAFFER AWARDS	TC Engraved Plate (Tzeitel Paras-Caracci)	217926		20.89
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		115.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	2468		173.34
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	2468		173.34
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468	250016-Oper of Acq Prop-1229 ...	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	2468	250016-Oper of Acq Prop-1229 ...	173.33
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 8/2022	2501		187.49
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 8/2022	2472		150.00
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 8/2022	2492	202219-CalRecycle SB1383-Was...	6,687.50
100-1410-7650	THE HITCH DEPOT INC	Arrow Board Repairs	217909		324.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2022 - 10/1/2022	BD23-0300		319.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2022 - 10/1/2022	BD23-0301		299.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		584.85

Council Warrant Register By Account

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Tire Fee	BD23-0369		8.75
100-1610-7652	POST ALARM SYSTEMS	CH/yard Alarm/Camera Monitoring 10/1/22 - 10/31/22	2491		169.94
100-1610-7652	DARRELL RAY CARROLL	Fitness Ctr Lock Replacement	217897		1,717.99
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2470		32.59
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2470		31.04
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 8/1/22 - 8/31/22	BD23-0303		1,134.90
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 8/2022	2469		224.00
100-1205-7980	OLGALVIER GARCIA	DUSD Tutoring Program	217905	202211/1205-7980-Live Scan/A...	200.00
100-2026	TERESITA GUTIERREZ	Equipment Deposit Refund	217907		25.00
100-2026	LINDA SUTPHIN	Equipment Deposit Refund	217928		25.00
100-1610-7652	NICK AND SONS HANDYMAN LLC	FC Fan Installation	217919		350.00
100-1605-7737	SMART & FINAL	Adult Beach Trip Supplies/Food	2496		320.24
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboard Camp S2	2490		966.00
100-1805-7653	SECTRAN SECURITY INC	September 2022 Courier Pick-up	2494		318.63
100-1020-7712	CURO MANAGED PRINT PRODU...	Foothill Unity Golden Plate Awards Design Services	217898		50.00
100-1605-7735	SMART & FINAL	Teen Ctr Misc Supplies	2496		35.76
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2477		544.37
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 36 Decals	2504		49.79
100-1205-7781	LOS ANGELES COUNTY SHERIFF'	Sheriff's Contract 7/2022	2484		195,022.27
100-1205-7781	LOS ANGELES COUNTY SHERIFF'	Sheriff's Contract 7/2022	2484	202205/1205-7781-ARPA-Coro...	212,019.83
100-1610-7652	ALBERTOS PLUMBING	TC Flush Valves/Clog Removal	217891		1,340.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 9/2022	2474		145.00
100-1405-7965	KHR ASSOCIATES	Town Ctr North Civil Engineering Services 8/2022	2481	202303-Prof Svcs/1405-7965/T...	14,800.00
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	2498		63.50
100-1605-7739	THE SAUCE CREATIVE SERVICES...	City Picnic Signage	2493		1,766.33
100-1610-7618	MAINTEX INC	Trash Liners	2485		1,226.09
100-2124	PRISCILLA NANONG	Gazebo Rent Deposit Refund	217918		50.00
100-4302	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 8/2022	217927		9,563.50
100-4302	DONALD KRAMER	Citation Dismissal/Refund	217912		60.00
100-4201	EXO ENERGY INC	Permit Refund (#2022-401) 942 Lewiston St	217903		200.00
100-1205-7980	CURO MANAGED PRINT PRODU...	Neighborhood Watch Yard Signs	217898		28.67
100-1205-7980	CURO MANAGED PRINT PRODU...	Red Ribbon Week Marketing	217898		482.93
100-1605-7650	MONROVIA BODY SHOP	Vehicle #31 Repair (Payment 1 of 2)	2465		5,000.00
100-1605-7732	ALEJANDRO FUENTES	City Picnic Kids Entertainment 9/24/22	2476		300.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2498		167.03
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2498		133.34
100-1825-7613	GRAND PRINTING INC	Business Cards	217906		191.39
100-4806	HELEN HUA	Adult Trip Refund 9/8/22 (Doheny Beach)	217910		30.00
100-1810-7980	LOS ANGELES UNIFIED SCHOOL...	Bilingual Testing Services 8/18/22	217914		90.00
100-2120	SERENA BELTRAN	Comp Pool Rent Deposit Refund 9/10/22	217893		200.00
100-4403	SERENA BELTRAN	Comp Pool Rent Cancellation 9/10/22	217893		576.00
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Social Media & Comm Mgmt 9/2022	2503		8,355.00
100-1020-7718	TRIPEPI SMITH & ASSOCIATES	City Newsletter 9/2022	2503		1,300.00
100-1605-7737	SUSIE PEREZ	SC Doheny Beach Trip Parking/Food	217921		196.17

Council Warrant Register By Account

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Supplies	217901		11.69
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	DART Field Trip Parking	217901		40.00
100-1205-7779	AIDA TORRES	DART Meeting/Expense Reimbursement	2502		280.32
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	217901		45.50
100-1211	ERWIN MENDEZ	Computer Loan	2487		829.77
100-1605-7730	GERALD LEE DELKER	Duarte Under the Stars Food	217899		514.68
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Frame	217902		33.06
100-1610-7618	DUARTE RECREATION PETTY CA...	Marking Chalk for Fields	217902		17.53
100-2120	RICK RAYGOZA	Field Rent Deposit Refund	217923		250.00
100-2120	WENDY LOPEZ	CC Rent Deposit Refund 9/3/2022	217913		500.00
100-2122	Bienek Roofing-Construction	Business License Refund (BL 0139822)	217894		4.00
100-4004	Bienek Roofing-Construction	Business License Refund (BL 0139822)	217894		76.50
100-4903	Bienek Roofing-Construction	Business License Refund (BL 0139822)	217894		35.00
100-2120	JAVIER MORAS	Comp Pool Rent Refund 9/9/22	217917		200.00
100-1825-7626	FEDEX	Document Delivery	217904		20.33
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	217922		413.32
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2022	2486		12,500.00
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 10/2022	217915		1,600.00
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 57 of 60	BD23-0332		1,340.10
100-1410-7650	WEX BANK	Fuel-Field Srvc CNG 8/1/22 - 8/31/22	BD23-0378		19.86
100-1005-7640	CESAR A GARCIA	Meeting Attendees/Volunteer Cookies	2478		279.52
Fund 100 - GENERAL FUND Total:					549,170.12
Fund: 220 - GAS TAX FUN					
220-2127	ONYX PAVING COMPANY INC	Retention	217920	202209/Retention-Annual Tren...	-4,658.50
220-2205-8100	ONYX PAVING COMPANY INC	FY22 Citywide Asphalt Repair Project	217920	202209/2205-8100-Cap-Annual...	40,000.00
220-2225-8100	ONYX PAVING COMPANY INC	FY22 Citywide Asphalt Repair Project	217920	202209/2225-8100-Other-Annu...	53,170.00
Fund 220 - GAS TAX FUN Total:					88,511.50
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 5/2022	217890		6,331.88
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		7,500.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	2468		173.34
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	2468		173.34
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		180.00

Council Warrant Register By Account

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	2468		500.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Thorsen Park	2482		124.58
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					27,439.21
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 8/2022	2483	202102-CDBG ADA Improv	1,425.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,425.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 7/2022	2484		12,500.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					12,500.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 9/1/22 - 9/30/22	BD23-0369		467.13
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	WARDS SERVICE	Vehicle 26 Service	2505		212.47
440-4405-7788	INLAND EMPIRE STAGES LTD	Doheny Beach Excursion Transportation 9/8/22	217911		1,265.81
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,478.28
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	COUNTY OF LOS ANGELES DEP...	Catch Basin Cleanout(East Area B) 7/1/20 - 6/30/21	217889		1,453.39
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					1,453.39
Grand Total:					683,587.06

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	549,170.12
220 - GAS TAX FUN	88,511.50
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	27,439.21
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,425.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	12,500.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	1,478.28
490 - MEASURE W (WATER/STORMWATER)	1,453.39
Grand Total:	683,587.06

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	279.52
100-1010-7610	Travel, Mtgs & Conf	651.68
100-1010-7612	Publications and Dues	350.00
100-1010-7685	Technology Services	1,800.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information (...)	8,605.00
100-1020-7718	City Newsletter	1,300.00
100-1020-7724	Post Office Parking	288.34
100-1025-7701	Area D Civil Defense	1,287.42
100-1205-7650	Vehicle Maintenance	49.79
100-1205-7655	Emergency Services	187.49
100-1205-7779	Youth Programs	332.01
100-1205-7780	Animal Control	257.00
100-1205-7781	Contract Law Enforcement	407,042.10
100-1205-7782	Crossing Guard Contract ...	3,612.14
100-1205-7980	Other Expenses	814.43
100-1211	Computer Loan Program	829.77
100-1405-7800	Building Department Serv...	618.00
100-1405-7965	Professional Services	29,550.00
100-1405-7969	City Engineer	7,895.00
100-1405-8100	Other Capital Improvemnts	1,771.25
100-1410-7650	Vehicle Maintenance	344.06
100-1410-7656	Emergency Generator	355.00
100-1415-7916	Landscape-Sport Park	1,603.34
100-1500	Advances	2,000.00
100-1605-7614	Office Supplies	63.50
100-1605-7650	Vehicle Maintenance	5,000.00
100-1605-7730	Special Events	514.68
100-1605-7732	City Picnic	300.00
100-1605-7733	Senior Center	208.36
100-1605-7735	Teen Center	678.37
100-1605-7736	Youth & Adult Recreation...	966.00
100-1605-7737	Adult Excursions	516.41
100-1605-7739	Publicity	1,766.33
100-1605-7740	Day Camps	741.58
100-1605-7741	Sports/Playground Progr...	32.38
100-1605-7745	Boxing Program	475.24
100-1605-7980	Other Expenses	3.03
100-1610-7617	Pool Chemicals	544.37
100-1610-7618	Building Supplies	1,401.99
100-1610-7636	Uniforms	32.59
100-1610-7652	Building Maint Services	15,275.76
100-1805-7614	Office Supplies	167.03
100-1805-7653	Bank Charges	318.63
100-1805-7654	Audit Services	3,700.00

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7965	Professional Services	300.00
100-1810-7660	Other Services	374.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software Maintenance	1,134.90
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	3,239.85
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	324.73
100-1825-7626	Postage	20.33
100-1825-7631	Equipment Maintenance	289.97
100-1825-7687	Waste Mgmt Services	6,687.50
100-1825-7945	Operation Of Acq Prop	215.00
100-1830-8100	Vehicle Replacement (Cap...	5,481.25
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	1,150.00
100-2122	Disability Access & Educ P...	4.00
100-2124	Gazebo Refundable Depos...	50.00
100-4004	Business License Tax	76.50
100-4201	Building Permits	200.00
100-4204	Animal Licenses	35.00
100-4302	Parking Citations	9,623.50
100-4403	Swimming Pool Rentals	576.00
100-4806	Excursion Fees	30.00
100-4903	Business Lic Appl Fees	35.00
220-2127	Retention Payable	-4,658.50
220-2205-8100	Other Capital Improvemnts	40,000.00
220-2225-8100	Other Capital Improvemnts	53,170.00
240-2405-7890	Repairs-Traffic Signal	6,331.88
240-2410-7888	Repairs-Citywide	124.58
240-2410-7915	Landscape-Citywide	7,673.34
240-2410-7917	Landscape-Medians	5,503.34
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capital)	1,425.00
290-2905-7781	Contract Law Enforcement	12,500.00
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7650	Vehicle Maintenance	212.47
440-4405-7788	Shuttle Services	1,265.81
490-4905-7980	Other Expenses	1,453.39
Grand Total:		683,587.06

Project Account Summary

Project Account Key	Payment Amount
None	350,556.98
202102-Cap Improv-CH CDBG ADA Improvement	1,771.25
202102-CDBG ADA Improv	1,425.00
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83

Project Account Summary

Project Account Key	Payment Amount
202209/2205-8100-Cap-Annual Trench Repair FY21-22	40,000.00
202209/2225-8100-Other-Annual Trench RepairFY21-22	53,170.00
202209/Retention-Annual Trench RepairFY21-22	-4,658.50
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	200.00
202219-CalRecycle SB1383-Waste Mgmt Srvcs-FY24	6,687.50
202303-Prof Svcs/1405-7965/Town Ctr. N. Renovation	22,200.00
250016-Oper of Acq Prop-1229 Pops Road	215.00
Grand Total:	683,587.06



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Meeting/Expense Reimbursement	9152022		280.32
Vendor 1388 - AIDA TORRES Total:					280.32
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	TC Flush Valves/Clog Removal	681690		1,340.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,340.00
Vendor: 4728 - ALEJANDRO FUENTES					
100-1605-7732	ALEJANDRO FUENTES	City Picnic Kids Entertainment 9/24/22	3		300.00
Vendor 4728 - ALEJANDRO FUENTES Total:					300.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvc 8/7/22 - 8/20/22	79102		3,612.14
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					3,612.14
Vendor: 4580 - ARCHITERRA DESIGN GROUP					
100-1405-7965	ARCHITERRA DESIGN GROUP	Huntington Dr Median Design 7/6/22 - 8/24/22	29980		7,350.00
Vendor 4580 - ARCHITERRA DESIGN GROUP Total:					7,350.00
Vendor: 0866 - AREA D CIVIL DEFENSE/DISASTER MANAGEMENT					
100-1025-7701	AREA D CIVIL DEFENSE/DISASTE...	FY23 Area D Dues	2208		1,287.42
Vendor 0866 - AREA D CIVIL DEFENSE/DISASTER MANAGEMENT Total:					1,287.42
Vendor: T4539 - Bienek Roofing-Construction					
100-2122	Bienek Roofing-Construction	Business License Refund (BL 0139822)	R95931		4.00
100-4004	Bienek Roofing-Construction	Business License Refund (BL 0139822)	R95931		76.50
100-4903	Bienek Roofing-Construction	Business License Refund (BL 0139822)	R95931		35.00
Vendor T4539 - Bienek Roofing-Construction Total:					115.50
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		115.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	8042266		173.34
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	8042266		173.34
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	8042266	250016-Oper of Acq Prop-1229 ...	173.33
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266	250016-Oper of Acq Prop-1229 ...	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,106.68
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL S...	2X Weekly Pool Servicing Contract 8/2022	221070801		1,950.00
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					1,950.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprint Apps 8/2022	601240		224.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					224.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 7/27/22 - 8/26/22	6001631879		62.20

Council Warrant Register By Vendor

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC Printer Maintenance 5/31/22 - 8/30/22	6001657534		59.63
100-1825-7631	CANON SOLUTIONS AMERICA I...	Admin Srvcs Printer Maintenance 5/4/22 - 8/3/22	6001704086		143.86
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 5/31/22 - 8/30/22	6001704801		24.28
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					289.97
Vendor: 6229 - CAPITAL ONE					
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	05924		202.22
100-1605-7740	CAPITAL ONE	Summer Day Camp Equipment	04776		54.44
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	09875		148.46
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	00325		40.06
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	01319		148.01
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	06110		24.38
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	09642		15.37
100-1605-7735	CAPITAL ONE	PS5 Game-Teen Ctr	01299		21.97
100-1605-7745	CAPITAL ONE	TC Boxing Show Snack Bar Supplies	05933		61.92
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	09470		70.47
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	06130		38.17
100-1605-7741	CAPITAL ONE	Youth Sports Supplies/Equipment	00632		32.38
100-1605-7733	CAPITAL ONE	SC Fresh Fridays Supplies	08921		68.36
100-1605-7980	CAPITAL ONE	Finance Charge	8192022		3.03
Vendor 6229 - CAPITAL ONE Total:					929.24
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Meeting Attendees/Volunteer Cookies	9212022		279.52
Vendor 6340 - CESAR A GARCIA Total:					279.52
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4130417729		32.59
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4130417729		31.04
Vendor 5140 - CINTAS CORPORATION #693 Total:					63.63
Vendor: 6427 - CIVICPLUS LLC					
100-1010-7612	CIVICPLUS LLC	Municode Admin Support Fee 6/1/22 - 5/31/23	231080		350.00
Vendor 6427 - CIVICPLUS LLC Total:					350.00
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 8/2022	CMC18006		150.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					150.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7712	CURO MANAGED PRINT PRODU...	Social Media Living w/ Wildlife Design	5922		100.00
100-1205-7980	CURO MANAGED PRINT PRODU...	Starbucks w/Sheriff's Yard Signs	5951		57.33
100-1020-7712	CURO MANAGED PRINT PRODU...	Foothill Unity Golden Plate Awards Design Services	5985		50.00
100-1205-7980	CURO MANAGED PRINT PRODU...	Neighborhood Watch Yard Signs	5998		28.67
100-1205-7980	CURO MANAGED PRINT PRODU...	Red Ribbon Week Marketing	6001		482.93
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					718.93
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Fitness Ctr Lock Replacement	24681		1,717.99
Vendor 5025 - DARRELL RAY CARROLL Total:					1,717.99
Vendor: T4545 - DONALD KRAMER					
100-4302	DONALD KRAMER	Citation Dismissal/Refund	DU020017600		60.00
Vendor T4545 - DONALD KRAMER Total:					60.00

Council Warrant Register By Vendor

Payment Dates: 9/15/2022 - 9/28/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	10/2022		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Supplies	9152022		11.69
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	DART Field Trip Parking	9152022		40.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	9152022		45.50
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					97.19
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Frame	9152022		33.06
100-1610-7618	DUARTE RECREATION PETTY CA...	Marking Chalk for Fields	9152022		17.53
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					50.59
Vendor: 5433 - ECS IMAGING INC					
100-1010-7685	ECS IMAGING INC	Laserfiche Cloud Management System	17169		1,800.00
Vendor 5433 - ECS IMAGING INC Total:					1,800.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Tire Fee	FBN4555170		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		574.64
Vendor 6189 - ENTERPRISE FM TRUST Total:					5,481.25
Vendor: 1482 - ERWIN MENDEZ					
100-1211	ERWIN MENDEZ	Computer Loan	9152022		829.77
Vendor 1482 - ERWIN MENDEZ Total:					829.77
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 9/2022	98506		145.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					145.00
Vendor: T4547 - EXO ENERGY INC					
100-4201	EXO ENERGY INC	Permit Refund (#2022-401) 942 Lewiston St	R95727		200.00
Vendor T4547 - EXO ENERGY INC Total:					200.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	7-885-16499		20.33
Vendor 0087 - FEDEX Total:					20.33
Vendor: 4039 - FSP DESIGNS					
100-1605-7735	FSP DESIGNS	TC Amazing Acts Shirts	9416		566.69
Vendor 4039 - FSP DESIGNS Total:					566.69

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	147217		544.37
Vendor 4690 - FULLER ENGINEERING INC Total:					544.37
Vendor: 6431 - GERALD LEE DELKER					
100-1605-7730	GERALD LEE DELKER	Duarte Under the Stars Food	9152022		514.68
Vendor 6431 - GERALD LEE DELKER Total:					514.68
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 8/1/22 - 8/31/22	4447059527		1,134.90
Vendor 6181 - GOOGLE LLC Total:					1,134.90
Vendor: 6150 - GOVINVEST INC					
100-1805-7654	GOVINVEST INC	FY22 GASB 75 Roll Forward Valuation	2022-3978		1,700.00
Vendor 6150 - GOVINVEST INC Total:					1,700.00
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards	112289		191.39
Vendor 5340 - GRAND PRINTING INC Total:					191.39
Vendor: T4543 - HELEN HUA					
100-4806	HELEN HUA	Adult Trip Refund 9/8/22 (Doheny Beach)	2000263.005		30.00
Vendor T4543 - HELEN HUA Total:					30.00
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax 7/2022 - 9/2022	SIN021276		300.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					300.00
Vendor: T4409 - JAVIER MORAS					
100-2120	JAVIER MORAS	Comp Pool Rent Refund 9/9/22	R96049		200.00
Vendor T4409 - JAVIER MORAS Total:					200.00
Vendor: 6206 - KHR ASSOCIATES					
100-1405-7965	KHR ASSOCIATES	Town Ctr North Civil Engineering Services	22-10831	202303-Prof Svcs/1405-7965/T...	7,400.00
100-1405-7965	KHR ASSOCIATES	Town Ctr North Civil Engineering Services 8/2022	22-10860	202303-Prof Svcs/1405-7965/T...	14,800.00
Vendor 6206 - KHR ASSOCIATES Total:					22,200.00
Vendor: T4546 - LAUREN RODRIGUEZ					
100-4204	LAUREN RODRIGUEZ	Dog License Overpayment	DL22-3285		35.00
Vendor T4546 - LAUREN RODRIGUEZ Total:					35.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2022 - 10/1/2022	76216		319.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2022 - 10/1/2022	76217		299.00
Vendor 5761 - LIFE STORAGE #530 Total:					618.00
Vendor: T4541 - LINDA SUTPHIN					
100-2026	LINDA SUTPHIN	Equipment Deposit Refund	9062022		25.00
Vendor T4541 - LINDA SUTPHIN Total:					25.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 7/2022	230095LL		195,022.27
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 7/2022	230095LL	202205/1205-7781-ARPA-Coro...	212,019.83
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					407,042.10
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOOL...	Bilingual Testing Services 8/18/22	3095		90.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					90.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 10/2022	1735-huntlaz-1022		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 5868 - MAINTEx INC					
100-1610-7618	MAINTEx INC	Trash Liners	1002454-00		1,226.09
Vendor 5868 - MAINTEx INC Total:					1,226.09
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Fun 10/15/2022			2,000.00
Vendor 4422 - MARILYN MAYS Total:					2,000.00
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2022	13627		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 0435 - MONROVIA BODY SHOP					
100-1605-7650	MONROVIA BODY SHOP	Vehicle #31 Repair (Payment 1 of 2)	10993008		5,000.00
Vendor 0435 - MONROVIA BODY SHOP Total:					5,000.00
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY22 Audit-Leases & Adoption of GASB 87	12933		2,000.00
Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:					2,000.00
Vendor: 5845 - NEC FINANCIAL SERVICES LLC					
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 57 of 60	91922-57		1,340.10
Vendor 5845 - NEC FINANCIAL SERVICES LLC Total:					1,340.10
Vendor: 6430 - NICK AND SONS HANDYMAN LLC					
100-1610-7652	NICK AND SONS HANDYMAN LLC	FC Fan Installation	INV0349		350.00
Vendor 6430 - NICK AND SONS HANDYMAN LLC Total:					350.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7980	OLGALIVIER GARCIA	DUSD Tutoring Program	8-9/2022	202211/1205-7980-Live Scan/A...	200.00
Vendor 5851 - OLGALIVIER GARCIA Total:					200.00
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 7/2022	3024716		88.00
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 8/2022	3029292		169.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					257.00
Vendor: 6355 - PACIFIC SKATE SCHOOL LLC					
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboard Camp S2	09.07.2022		966.00
Vendor 6355 - PACIFIC SKATE SCHOOL LLC Total:					966.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/yard Alarm/Camera Monitoring 10/1/22 - 10/31/22	1509145		169.94
Vendor 2466 - POST ALARM SYSTEMS Total:					169.94
Vendor: T2978 - PRISCILLA NANONG					
100-2124	PRISCILLA NANONG	Gazebo Rent Deposit Refund	2001311.002		50.00
Vendor T2978 - PRISCILLA NANONG Total:					50.00
Vendor: 5489 - PRO BOXING EQUIPMENT					
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	979		413.32
Vendor 5489 - PRO BOXING EQUIPMENT Total:					413.32
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	Solid Waste Consulting Assistance 8/2022	122160	202219-CalRecycle SB1383-Was...	6,687.50
Vendor 6372 - R3 CONSULTING GROUP Total:					6,687.50

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4544 - RICK RAYGOZA					
100-2120	RICK RAYGOZA	Field Rent Deposit Refund	R95067		250.00
Vendor T4544 - RICK RAYGOZA Total:					250.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 7/2022	32607	202102-Cap Improv-CH CDBG ...	1,771.25
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 7/2022	32647		2,125.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 7/2022	32648		480.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 7/2022	32649		2,240.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering 7/2022	32650		3,050.00
Vendor 0904 - RKA CONSULTING GROUP Total:					9,666.25
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	September 2022 Courier Pick-up	22090562		318.63
Vendor 6277 - SECTRAN SECURITY INC Total:					318.63
Vendor: T4542 - SERENA BELTRAN					
100-2120	SERENA BELTRAN	Comp Pool Rent Deposit Refund 9/10/22	69744/R95951		200.00
100-4403	SERENA BELTRAN	Comp Pool Rent Cancellation 9/10/22	69776/R96128		576.00
Vendor T4542 - SERENA BELTRAN Total:					776.00
Vendor: 0202 - SHAFFER AWARDS					
100-1605-7735	SHAFFER AWARDS	TC Engraved Plate (Tzeitel Paras- Caracci)	6882		20.89
Vendor 0202 - SHAFFER AWARDS Total:					20.89
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7652	SIGNAL HILL AUTO ENTERPRISES	TC Chairs and Tables	027946		9,571.79
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					9,571.79
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	0066		158.37
100-1605-7737	SMART & FINAL	Adult Beach Trip Supplies/Food	0256		320.24
100-1605-7735	SMART & FINAL	Teen Ctr Misc Supplies	0307		35.76
Vendor 0209 - SMART & FINAL Total:					514.37
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7610	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 8/2022	548727		651.68
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					651.68
Vendor: 2688 - STAPLES ADVANTAGE					
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3517567793		63.50
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3517860868		167.03
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3517860868		133.34
Vendor 2688 - STAPLES ADVANTAGE Total:					363.87
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 8/24/22	SA-25885		160.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Training 8/30/22	SA-26724		195.00
Vendor 1610 - SUNWEST ENGINEERING Total:					355.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-4302	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 8/2022	9122022		9,563.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					9,563.50
Vendor: 4920 - SUSIE PEREZ					
100-1605-7737	SUSIE PEREZ	SC Doheny Beach Trip Parking/Food	9/8/2022		196.17
Vendor 4920 - SUSIE PEREZ Total:					196.17
Vendor: T4540 - TERESITA GUTIERREZ					
100-2026	TERESITA GUTIERREZ	Equipment Deposit Refund	9062022		25.00
Vendor T4540 - TERESITA GUTIERREZ Total:					25.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4491 - THE HITCH DEPOT INC					
100-1410-7650	THE HITCH DEPOT INC	Arrow Board Repairs	4982		324.20
Vendor 4491 - THE HITCH DEPOT INC Total:					324.20
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICES...	City Picnic Signage	5722		1,766.33
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					1,766.33
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2022	19508		422.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2022	19509		553.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 10/2022	19510		567.60
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 10/2022	19511		593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle 10/2022	19512		316.25
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,452.75
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 8/2022	846954965		187.49
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					187.49
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Website Hero Image	8601		100.00
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Social Media & Comm Mgmt 9/2022	8677		8,355.00
100-1020-7718	TRIEPEI SMITH & ASSOCIATES	City Newsletter 9/2022	8677		1,300.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,755.00
Vendor: 5935 - WALLACE SIGN COMPANY					
100-1205-7650	WALLACE SIGN COMPANY	Vehicle 36 Decals	21984		49.79
Vendor 5935 - WALLACE SIGN COMPANY Total:					49.79
Vendor: T3178 - WENDY LOPEZ					
100-2120	WENDY LOPEZ	CC Rent Deposit Refund 9/3/2022	R95850		500.00
Vendor T3178 - WENDY LOPEZ Total:					500.00
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-Field Srvc CNG 8/1/22 - 8/31/22	83513446		19.86
Vendor 4797 - WEX BANK Total:					19.86
Fund 100 - GENERAL FUND Total:					549,170.12
Fund: 220 - GAS TAX FUN					
Vendor: 6380 - ONYX PAVING COMPANY INC					
220-2127	ONYX PAVING COMPANY INC	Retention	22-047-1	202209/Retention-Annual Tren...	-4,658.50
220-2205-8100	ONYX PAVING COMPANY INC	FY22 Citywide Asphalt Repair Project	22-047-1	202209/2205-8100-Cap-Annual...	40,000.00
220-2225-8100	ONYX PAVING COMPANY INC	FY22 Citywide Asphalt Repair Project	22-047-1	202209/2225-8100-Other-Annu...	53,170.00
Vendor 6380 - ONYX PAVING COMPANY INC Total:					88,511.50
Fund 220 - GAS TAX FUN Total:					88,511.50
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		7,500.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	8042266		173.34
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Fuel Surcharge 9/2022	8042266		173.34
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		345.16

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 9/2022	8042266		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					20,982.75
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 5/2022	22061307334		6,331.88
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					6,331.88
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Thorsen Park	4175186		124.58
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					124.58
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					27,439.21
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 8/2022	7600	202102-CDBG ADA Improv	1,425.00
Vendor 5438 - LDM ASSOCIATES INC Total:					1,425.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,425.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff's Contract 7/2022	230095LL		12,500.00
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					12,500.00
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					12,500.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 9/1/22 - 9/30/22	FBN4555170		615.05
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,609.56
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
440-4405-7788	INLAND EMPIRE STAGES LTD	Doheny Beach Excursion Transportation 9/8/22	57599		1,265.81
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,265.81

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6113 - WARDS SERVICE					
440-4405-7650	WARDS SERVICE	Vehicle 26 Service	88702		212.47
Vendor 6113 - WARDS SERVICE Total:					212.47
Fund 440 - PROPOSITION A TRANSIT FUND Total:					1,478.28
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
490-4905-7980	COUNTY OF LOS ANGELES DEP...	Catch Basin Cleanout(East Area B) 7/1/20 - 6/30/21	SA220000352		1,453.39
Vendor 2172 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,453.39
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					1,453.39
Grand Total:					683,587.06

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	549,170.12
220 - GAS TAX FUN	88,511.50
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	27,439.21
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,425.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	12,500.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
440 - PROPOSITION A TRANSIT FUND	1,478.28
490 - MEASURE W (WATER/STORMWATER)	1,453.39
Grand Total:	683,587.06

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	279.52
100-1010-7610	Travel, Mtgs & Conf	651.68
100-1010-7612	Publications and Dues	350.00
100-1010-7685	Technology Services	1,800.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information (...)	8,605.00
100-1020-7718	City Newsletter	1,300.00
100-1020-7724	Post Office Parking	288.34
100-1025-7701	Area D Civil Defense	1,287.42
100-1205-7650	Vehicle Maintenance	49.79
100-1205-7655	Emergency Services	187.49
100-1205-7779	Youth Programs	332.01
100-1205-7780	Animal Control	257.00
100-1205-7781	Contract Law Enforcement	407,042.10
100-1205-7782	Crossing Guard Contract ...	3,612.14
100-1205-7980	Other Expenses	814.43
100-1211	Computer Loan Program	829.77
100-1405-7800	Building Department Serv...	618.00
100-1405-7965	Professional Services	29,550.00
100-1405-7969	City Engineer	7,895.00
100-1405-8100	Other Capital Improvemnts	1,771.25
100-1410-7650	Vehicle Maintenance	344.06
100-1410-7656	Emergency Generator	355.00
100-1415-7916	Landscape-Sport Park	1,603.34
100-1500	Advances	2,000.00
100-1605-7614	Office Supplies	63.50
100-1605-7650	Vehicle Maintenance	5,000.00
100-1605-7730	Special Events	514.68
100-1605-7732	City Picnic	300.00
100-1605-7733	Senior Center	208.36
100-1605-7735	Teen Center	678.37
100-1605-7736	Youth & Adult Recreation...	966.00
100-1605-7737	Adult Excursions	516.41
100-1605-7739	Publicity	1,766.33
100-1605-7740	Day Camps	741.58
100-1605-7741	Sports/Playground Progr...	32.38
100-1605-7745	Boxing Program	475.24
100-1605-7980	Other Expenses	3.03
100-1610-7617	Pool Chemicals	544.37
100-1610-7618	Building Supplies	1,401.99
100-1610-7636	Uniforms	32.59
100-1610-7652	Building Maint Services	15,275.76
100-1805-7614	Office Supplies	167.03
100-1805-7653	Bank Charges	318.63
100-1805-7654	Audit Services	3,700.00

Account Summary

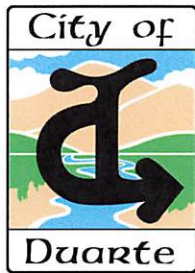
Account Number	Account Name	Payment Amount
100-1805-7965	Professional Services	300.00
100-1810-7660	Other Services	374.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software Maintenance	1,134.90
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	3,239.85
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	324.73
100-1825-7626	Postage	20.33
100-1825-7631	Equipment Maintenance	289.97
100-1825-7687	Waste Mgmt Services	6,687.50
100-1825-7945	Operation Of Acq Prop	215.00
100-1830-8100	Vehicle Replacement (Cap...	5,481.25
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	1,150.00
100-2122	Disability Access & Educ P...	4.00
100-2124	Gazebo Refundable Depos...	50.00
100-4004	Business License Tax	76.50
100-4201	Building Permits	200.00
100-4204	Animal Licenses	35.00
100-4302	Parking Citations	9,623.50
100-4403	Swimming Pool Rentals	576.00
100-4806	Excursion Fees	30.00
100-4903	Business Lic Appl Fees	35.00
220-2127	Retention Payable	-4,658.50
220-2205-8100	Other Capital Improvemnts	40,000.00
220-2225-8100	Other Capital Improvemnts	53,170.00
240-2405-7890	Repairs-Traffic Signal	6,331.88
240-2410-7888	Repairs-Citywide	124.58
240-2410-7915	Landscape-Citywide	7,673.34
240-2410-7917	Landscape-Medians	5,503.34
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capital)	1,425.00
290-2905-7781	Contract Law Enforcement	12,500.00
320-3205-8013	Vehicles (Capital)	1,609.56
440-4405-7650	Vehicle Maintenance	212.47
440-4405-7788	Shuttle Services	1,265.81
490-4905-7980	Other Expenses	1,453.39
Grand Total:		683,587.06

Project Account Summary

Project Account Key	Payment Amount
None	350,556.98
202102-Cap Improv-CH CDBG ADA Improvement	1,771.25
202102-CDBG ADA Improv	1,425.00
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83

Project Account Summary

Project Account Key	Payment Amount
202209/2205-8100-Cap-Annual Trench Repair FY21-22	40,000.00
202209/2225-8100-Other-Annual Trench RepairFY21-22	53,170.00
202209/Retention-Annual Trench RepairFY21-22	-4,658.50
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	200.00
202219-CalRecycle SB1383-Waste Mgmt Srvcs-FY24	6,687.50
202303-Prof Svcs/1405-7965/Town Ctr. N. Renovation	22,200.00
250016-Oper of Acq Prop-1229 Pops Road	215.00
Grand Total:	683,587.06



PUBLIC SAFETY STATUS REPORT September 2022



PROJECT/PROGRAM STATUS	
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	We are currently up 8.74% in Part 1 Crimes as compared to last year to date. Commercial and residential burglary related crimes 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.
MEASURE H and OUTREACH COORDINATION	
1. Measure H Grant	The City of Duarte currently has NO Measure H grant funds that we are administering to. The last of the funds expired on May 31, 2022. The SGVCOG will be over seeing the Measure H funds and as such they will be coordinating services through the Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA).
2. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018.
3. 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 is working on establishing a rapport with the homeless to gain trust by assisting some of them with obtaining identification. The L.A. CADA supplemental program (recently homeless or at risk of being homeless) will begin Thursday, September 22, 2022.
4. 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)
EMERGENCY PREPAREDNESS	
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.



City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended August 31, 2022
(16.7% of FY 2021-22 Completed)

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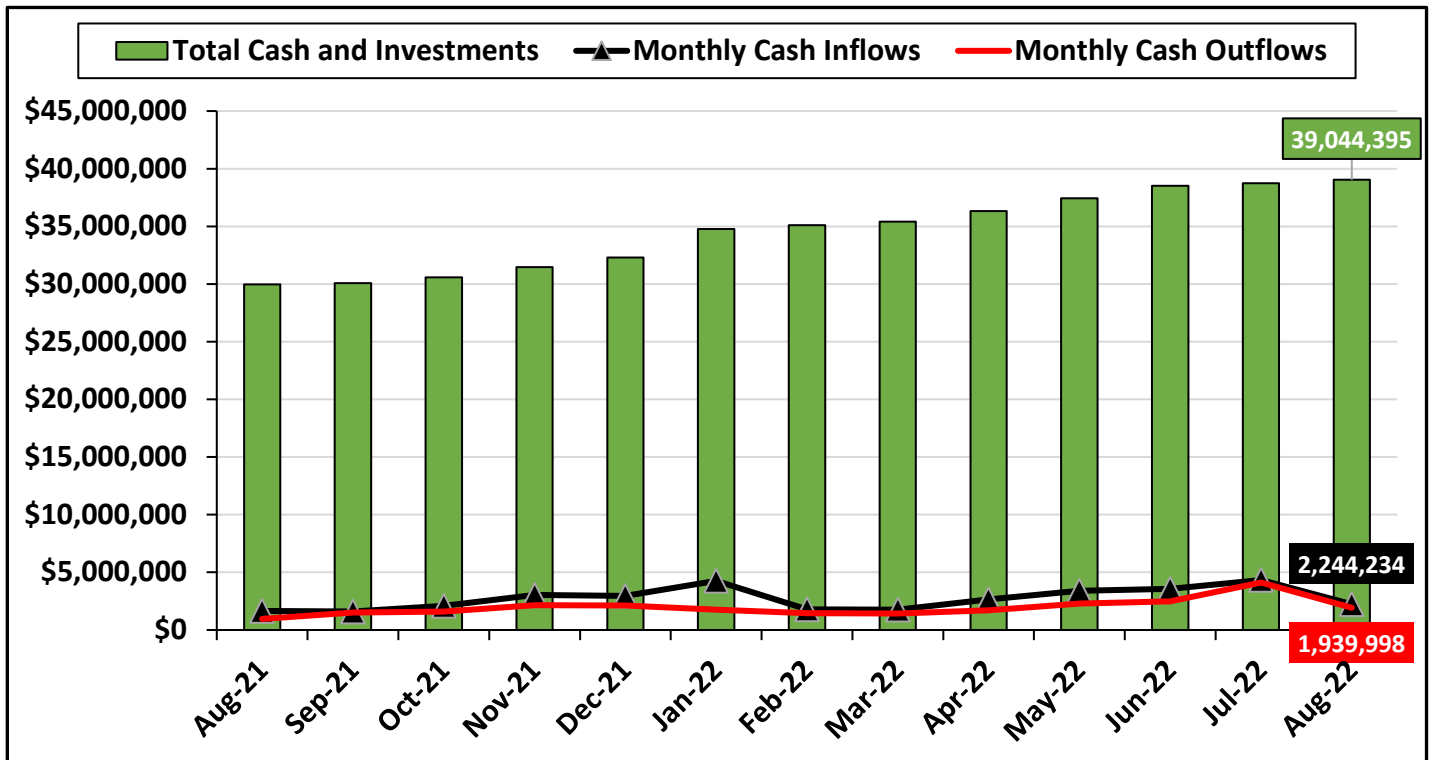
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CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended August 31, 2022

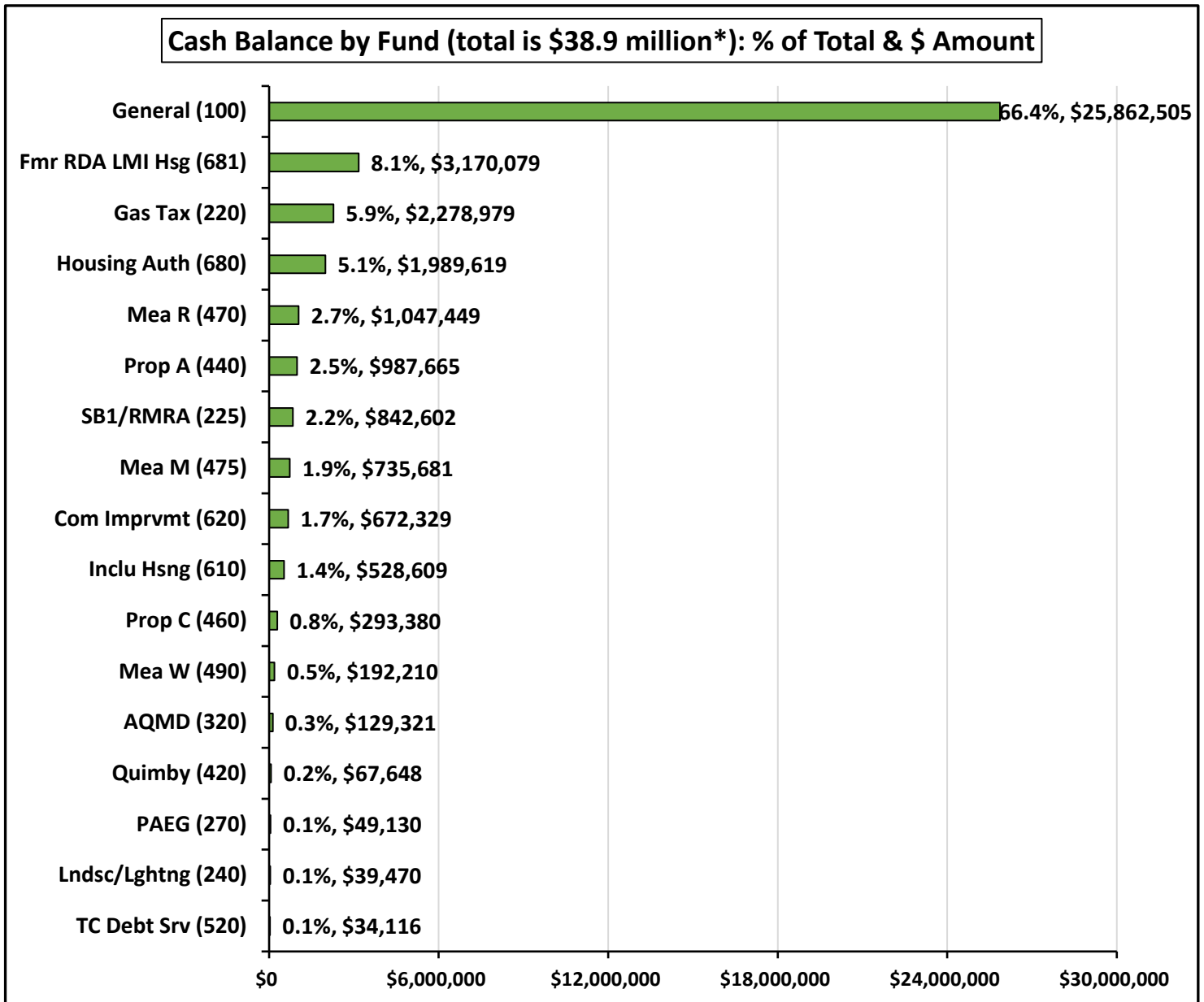
MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (08/01/2022)	\$23,231,605	\$15,508,553	\$38,740,158
Cash Inflows			
Receipts	\$2,244,234	\$0	\$2,244,234
Transfers In	\$0	\$15,000,000	\$15,000,000
Total Cash Inflows	\$2,244,234	\$15,000,000	\$17,244,234
Cash Outflows			
Disbursements	\$1,939,998	\$0	\$1,939,998
Transfers Out	\$15,000,000	\$0	\$15,000,000
Total Cash Outflows	\$16,939,998	\$0	\$16,939,998
Net Activity	(\$14,695,763)	\$15,000,000	\$304,237
Ending Balance (08/31/2022)	\$8,535,842	\$30,508,553	\$39,044,395



*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 August 31, 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 ***PRELIMINARY***



CITY OF DUARTE

General Fund Revenue by Category & Major Sources

FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Revenue by Category & Major Sources

FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Expenditures by Category & Division

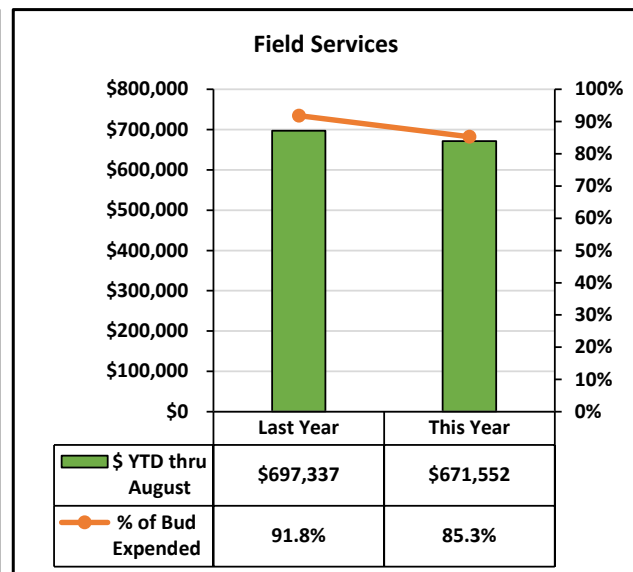
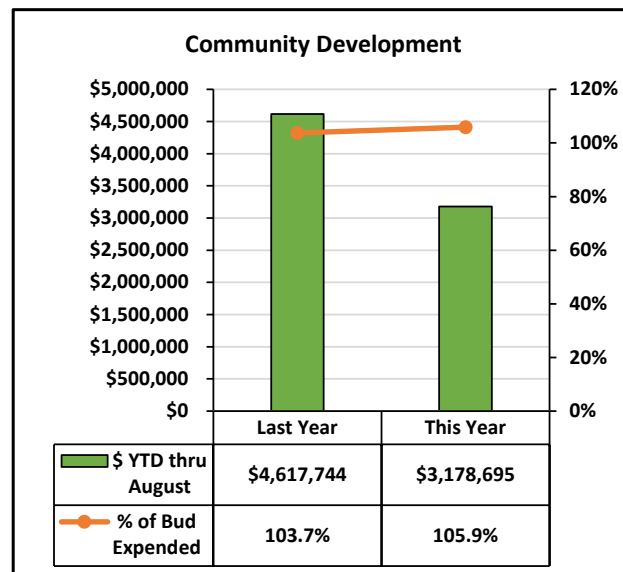
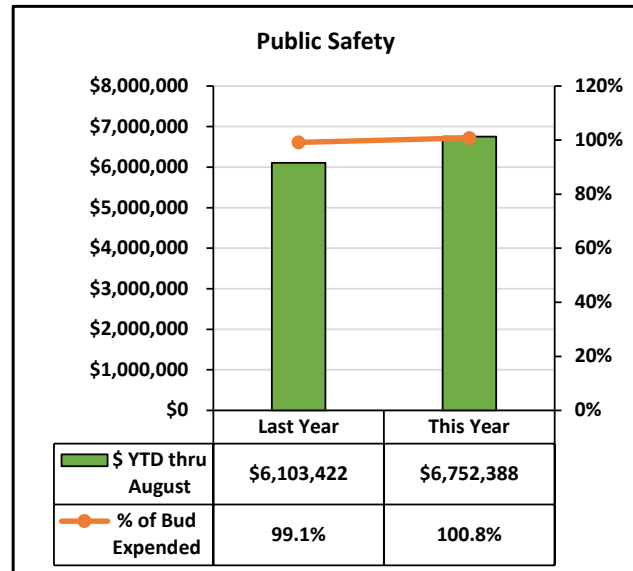
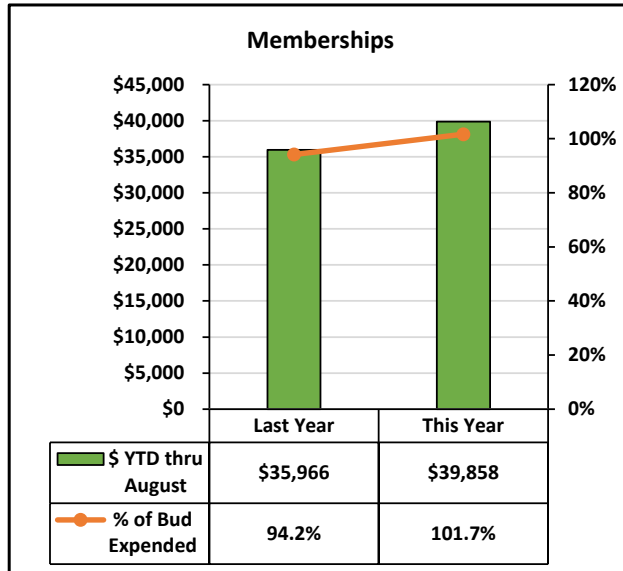
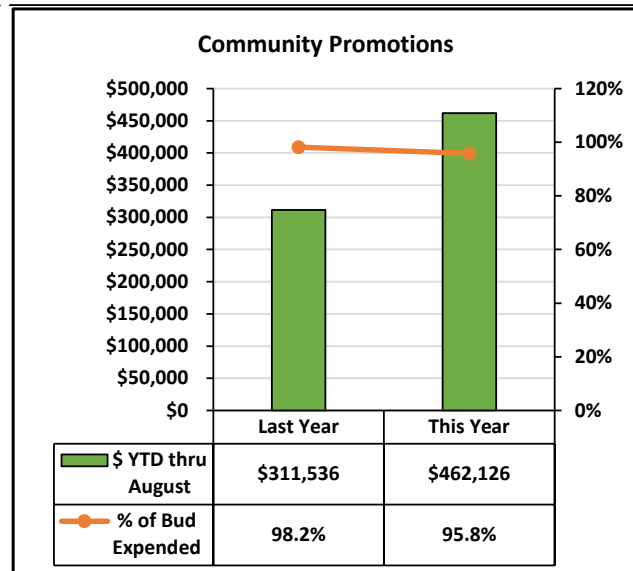
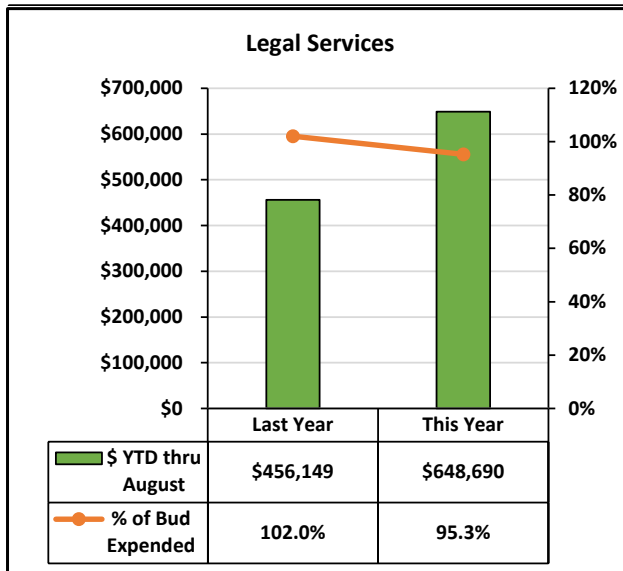
FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Expenditures by Category & Division

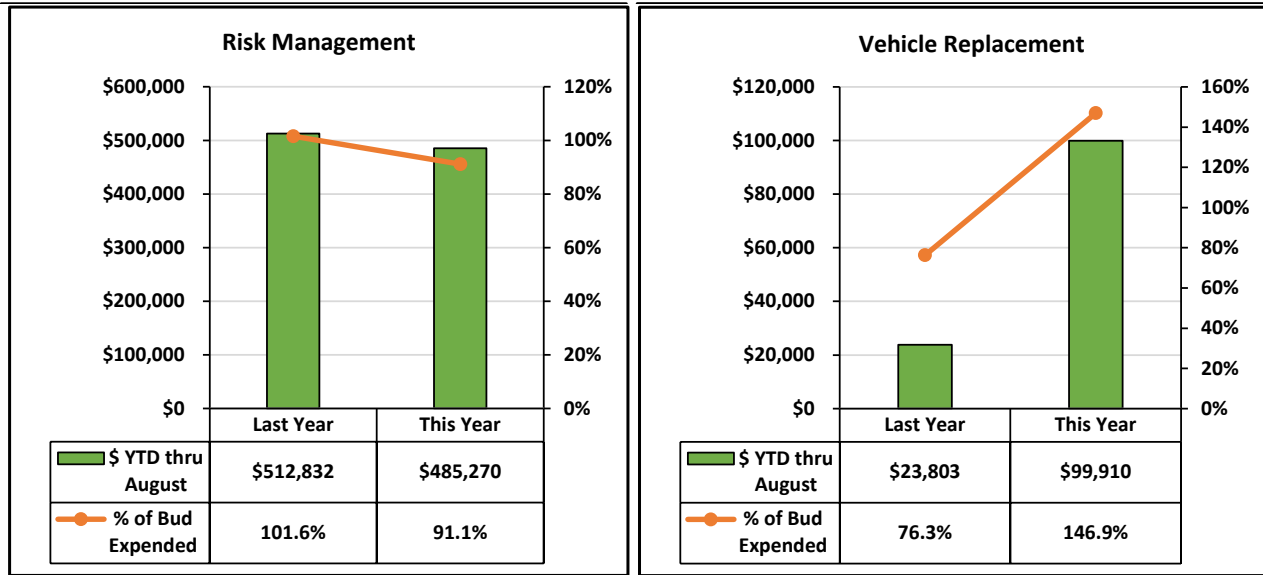
FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2021-22 Year-to-Date Through June versus Prior Year ***PRELIMINARY***



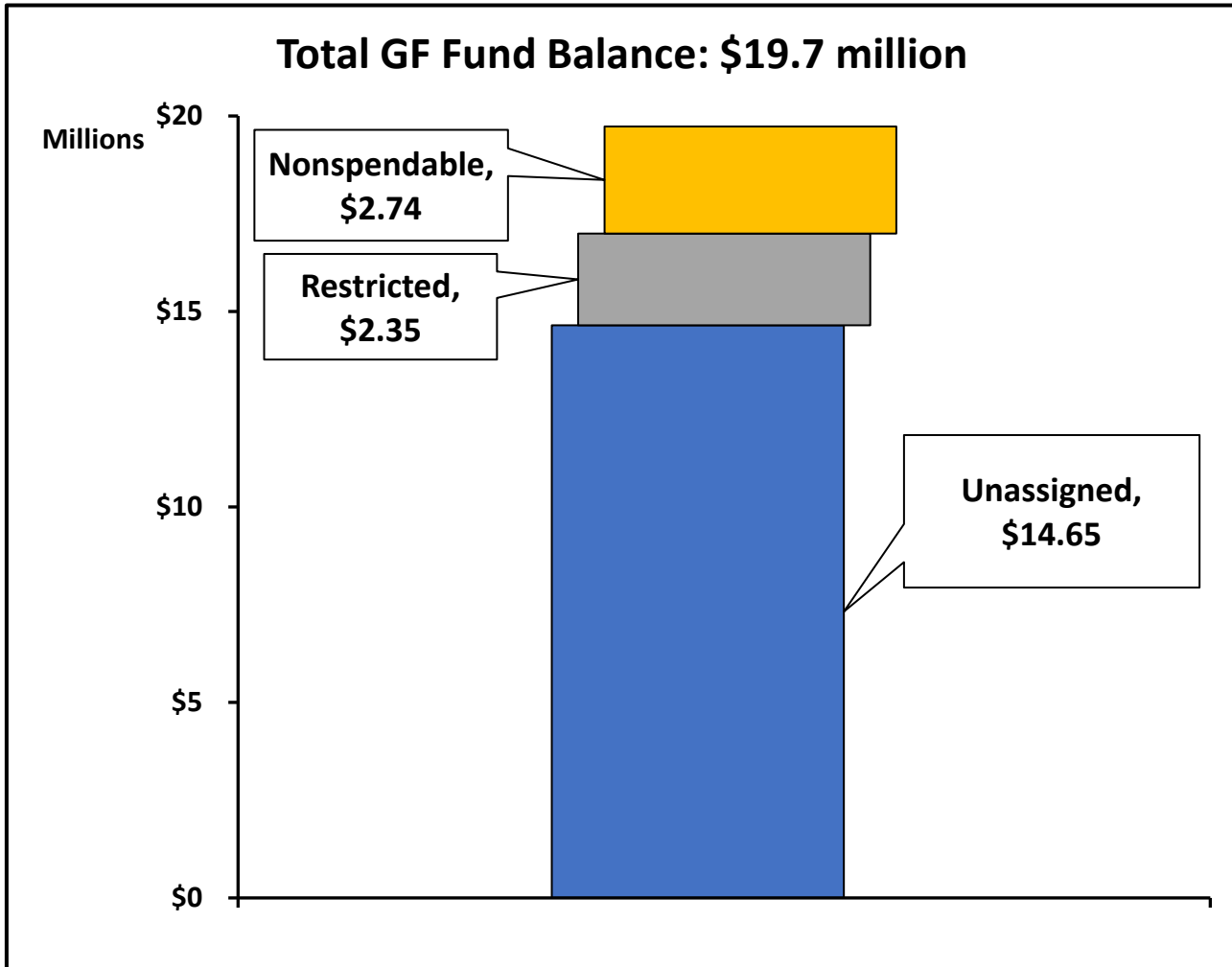
CITY OF DUARTE

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

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	19,734,107	28,148,368	601,110	19,411,438	788,688	8,549,352	28,283,459
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	1,200,000	8,578	0	1,196,777	5,251,832
Total - All Funds		32,826,845	32,408,407	2,589,798	23,532,459	1,389,798	10,075,948	42,902,793

CITY OF DUARTE

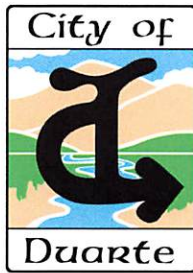
Components of Fund Balance in the General Fund as of 7/1/2021



"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 REPORT

MEETING DATE: September 27, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: 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

RECOMMENDATION: That City Council adopt Resolution 22-33 approving the submission of an application for grant funds from the RMC Climate Resilience Grant Program

FISCAL IMPACT: There is no cost for grant submittal. The proposed grant request is \$1,660,000 which is the engineer's estimate for the project. It is possible that the grant might be awarded at an amount less than the request and it is possible that actual bids for work will exceed the grant award. If the grant is awarded, Staff will bring back a detailed report and request approval for any City costs

BACKGROUND

The City has applied for a variety of grants to fund upgrades to the Donald and Bernice Watson Multi-Use Pathway (Recreation Trail). Recently, Staff became aware of a possible funding source that may provide the necessary funding. The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) is responsible for the administration of Climate Resilience Grant Program, a State program that became available with the Budget Act of 2021.

For the past several years, Staff has been working with Evan Brooks Associates on searching for and applying for a variety of grants. Daniel Bartleson of Evan Brooks Associates has assisted with the preparation of this grant.

Prior to official submittal of the grant, the RMC requires the City Council to authorize the submittal. The attached Resolution will meet this requirement.

DISCUSSION/ANALYSIS

The Recreation Trail is a tremendously successful local trail. It gets heavy daily use, mostly from the public that is walking or biking. Over the years, the trail has begun to wear and there are several locations where accessibility improvements are needed to meet the Americans with Disabilities Act (ADA) requirements. There are also drainage issues that should be addressed to create a safer experience.

The proposed improvements to the recreation trail are described in the draft grant application as follows:

Recreation trail improvements will address erosion issues, improve drainage, address water capture/quality through runoff mitigation improvements, improve and add to the urban forest canopy, and improve active transportation and recreation conditions for this historic, unique, and highly used green space and recreation facility. With more than 1,000 active transportation users a day during peak periods, this active transportation pathway trail serves as a critical connection to the San Gabriel River Bicycle Pathway, bicycle routes on Buena Vista, Highland, and Vineyard, as well as connections to two large K - 8 schools serving nearly 1,200 students (of which approximately 600 live along the pathway). The pathway also serves to improve physical and mental health outcomes for residents, as they walk, skate, jog, push strollers, walk their pets, and ride bikes.

Critical improvements contained within this project will include stormwater infiltration that will address stormwater runoff by natural sheet flow off of the trail to adjacent natural soil, which encourages groundwater recharge. Additionally, there is one location along the trail where a stormwater system is required, and the City's will install a system to divert storm water and keep it out of the storm drain system. The trail crossing at Royal Oaks North (east intersection) and Royal Oaks Drive is a transition point between the City of Bradbury and the City of Duarte. Stormwater along Royal Oaks North sheet flows across the trail and over time has begun to erode a portion of the decomposed granite part of the trail. The project will install an inlet and divert storm water to a location where water can infiltrate into the soil. This would be done through the use of a Stormceptor product, or similar product that would "remove suspended particulate, oil and floatables." The goal being to divert 100% of the storm water in the area from the storm drain system. Active transportation improvements include the reconstruction of the existing 1.6-mile multi-use pathway facility with new rubberized asphalt concrete "RAC" paving as well as safety updates including additional lighting to increase cyclist and pedestrian visibility, accessibility alterations (including the installation of ADA accessible ramps and crosswalks) and the installation of public health and community placemaking amenities including urban greening initiatives.

These improvements provide critical safety and mobility updates for trail users which include commuting workers, students of two nearby K-8 schools, seniors, and visitors of Royal Oaks Park; while enhancing local active transportation connections and providing new public health amenities for residents within some of the most severely disadvantaged Foothill communities. The improved multi-use trail will also provide enhanced accessibility and connections to other regional bike paths within a larger system of multi-use trail networks, including the nearby San Gabriel River Bike Path, which connects Foothill residents to employment opportunities, medical facilities, commercial/retail centers, outdoor recreation, and other public services in Los Angeles County. Providing funding for these updated active transportation facilities directly promotes increased public health by providing outdoor fitness exercise stations for local trail users and encourage new trail users to choose active transportation and/or public transit instead of driving a car, while improving air quality and reducing greenhouse gasses and other harmful vehicle emissions in the surrounding community, where high levels of particulates from the nearby I-210 highway are an

immediate health concern.

The improvements also include, significant landscape upgrades, additional safety lighting and a budget for public art with a bicycle and pedestrian theme.

Environmental Impact

This project is exempt for the California Environmental Quality Act (CEQA). A Notice of Exemption was filed on June 10, 2020.

RECOMMENDATION

That City Council adopt Resolution 22-33 approving the submission of an application for grant funds from the RMC Climate Resilience Grant Program.

FISCAL IMPACT

There is no cost for grant submittal. The proposed grant request is \$1,660,000 which is the engineer's estimate for the project. It is possible that the grant might be awarded at an amount less than the request and it is possible that actual bids for work will exceed the grant award. If the grant is awarded, Staff will bring back a detailed report and request approval for any City costs.

ATTACHMENT

Resolution 22-33

RESOLUTION 22-33

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY THE CLIMATE RESILIENCY GRANT PROGRAM, FOR DONALD AND BERNICE WATSON MULTI-USE PATHWAY EROSION MANAGEMENT/ACTIVE TRANSPORTATION IMPROVEMENT PROJECT

WHEREAS, the State of California has authorized an expenditure of General Funds by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for the Climate Resilience Grant Program in Section 69 of the Budget Act of 2021; and

WHEREAS, The RMC has been delegated the responsibility for the administration of the grant program in its jurisdiction, setting up necessary procedures; and

WHEREAS, said procedures established by the RMC require the Applicant's Governing Body to certify by resolution the approval of the Application before submission of said Application to the State; and

WHEREAS, the Applicant will enter into a contract with the State of California for the Project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte hereby;

SECTION 1. Approves the filing of an Application for Grant Funds from the RMC Climate Resilience Grant Program; and

SECTION 2. Certifies that the Donald and Bernice Watson Multi-Use Pathway Erosion Management / Active Transportation Improvement Project is consistent with local or regional land use plans or Programs (or if it is not, that the project is still approved); and

SECTION 3. Certifies that the Project is consistent with the goals of Climate Resilience Grant Program including multi-beneficial and multi-jurisdictional ecosystem and watershed protection projects in accordance with statewide priorities; and

SECTION 4. Certifies that the Application has or will have sufficient funds to operate and maintain the Project that is being submitted for funding consideration; and

SECTION 5. Certifies that the Applicant has reviewed and understands the General Requirements and General Policies of the RMC Grant Program Guidelines; and

SECTION 6. Appoints the City Manager or Community Development Director or Public Works Manager as agent to conduct all negotiations, execute, and submit all documents including,

but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

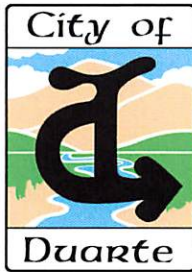
Annette Juarez
City Clerk

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. 22-33 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of September 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez
City Clerk



Agenda Item:	9H
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: September 27, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Annette Juarez, City Clerk
Thai Viet Phan, City Attorney

SUBJECT: Biennial Review of the City's Conflict of Interest Code

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 22-34 amending the City's current Conflict of Interest Code.

FISCAL IMPACT: There is no fiscal impact associated with this Resolution.

BACKGROUND

The Political Reform Act (Act) imposes strict conflict of interest laws which prohibit a public official at any level of local government in making, participating in making, or in any way attempting to use their official position to influence a governmental decision in which they have a financial interest. To effectively enforce these laws, local government agencies must adopt a Conflict of Interest Code (Code) requiring individuals holding certain designated positions to publicly disclose certain categories of outside financial interests. The Act further requires that local government agencies review its Code every two years to determine whether an amendment to the designated positions or disclosure categories is required.

The City Clerk and City Attorney have conducted this review and it has been determined that an amendment to the designated positions and disclosure categories is necessary.

DISCUSSION/ANALYSIS

The Code was last amended in 2016. Since then, there have been changes to the City's organizational structure and position responsibilities, making it necessary to update the list of designated positions and adopt an amended Code.

The following is a list of proposed revisions:

- Additions
 - Associate Civil Engineer
 - City Clerk
 - Deputy City Clerk
 - Planning Manager

- Deletions
 - City Planner
 - Code Compliance Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-34 amending the City's current Conflict of Interest Code.

FISCAL IMPACT

There is no fiscal impact associated with this Resolution.

RESOLUTION NO. 22-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE LIST OF DESIGNATED POSITIONS FOR FILING STATEMENTS OF ECONOMIC INTEREST AND AMENDING THE APPLICABLE DISCLOSURE CATEGORIES TO REQUIREMENTS OF THE STATE OF CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION

WHEREAS, California's Political Reform Act (Act) of 1974 imposed strict conflict of interest laws which prohibit a public official at any level of local government in making, participating in making, or in any way attempting to use their official position to influence a governmental decision in which they have a financial interest; and

WHEREAS, in order to more effectively enforce these laws, the Act mandates that individuals holding certain positions in a local government agency must report and disclose their outside financial interests as described in the Act; and

WHEREAS, the financial interests must be disclosed on a uniform Statement of Economic Interests form (Form 700) created and routinely updated by the California Fair Political Practices Commission (FPPC); and

WHEREAS, the Act (Government Code Section 87300 et seq.) requires each local government agency to promulgate and adopt a Conflict of Interest Code (Code); and

WHEREAS, it is required that a local government agency's Code reflects the current structure of the local government agency, identifies all current public officials who must disclose their financial interests, provides the ability to identify potential public officials and consultants who may have disclosure obligations once assuming office or starting service; and

WHEREAS, to ensure accuracy of the Code, each local government agency is required to review its Code in even-numbered years (biennial review) and periodically submit the Code for updates through adoption of amendments; and

WHEREAS, Section 18730 of Division 6, of Title 2 of the California Code of Regulations contains the terms of a standard conflict of interest code, which must be incorporated by reference in a local government agency's code, and which may be amended by the FPPC to conform to amendments in the Political Reform Act; and

WHEREAS, the City of Duarte is a local government agency that has promulgated and adopted a Conflict of Interest Code as required by the Act and has included Section 18730 of Division 6, of Title 2 of the California Code of Regulations by reference; and

WHEREAS, Section 2.44.030 of Chapter 2.44 of the Duarte Municipal Code specifies that the City Council shall adopt a resolution designating positions, the holders of which are required to file statements of economic interests, and the disclosure categories applicable to each position; and

WHEREAS, the City Council adopted Resolution No. 05-02 on January 25, 2005, Resolution No. 06-6 on February 14, 2006, Resolution No. 08-05 on May 13, 2008, and Resolution No. 16-17 on July 12, 2016, designating positions and the applicable disclosure categories; and

WHEREAS, it is necessary to update the list of designated positions.

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

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Resolution No. 05-02, Resolution No. 06-6, Resolution No. 08-05, and Resolution No. 16-17 are hereby repealed and superseded by this Resolution No. 22-34.

SECTION 3. The City Council finds and determines that, pursuant to Section 2.44.030 of the Duarte Municipal Code, the persons holding the designated positions set forth in Appendix A of this Resolution No. 22-34 make or participate in the making of decisions which may foreseeably have a material effect on their financial interests and therefore must disclose such interested in accordance with the disclosure categories established in Appendix B of this Resolution No. 22-34.

SECTION 4. Positions no longer requiring disclosure under the Code or are otherwise eliminated by the City are deleted as shown via ~~striketrough~~ in Appendix A.

SECTION 5. Consultants and new positions are included in the list of designated positions in Appendix A via underline and italics and shall make disclosures pursuant to the broadest disclosure category in the Code, subject to the following limitation:

The City Manager or their designee may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager or their designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

SECTION 6. Appendix A of this Resolution No. 22-34 shall be the Appendix referred to in subdivision (b)(2) of Section 18730 of Title 2 of the California Code of Regulations.

SECTION 7. Nothing in this Resolution supersedes the independent applicability of Government Code Section 87200.

PASSED, APPROVED, and ADOPTED this 27th day of September 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-__ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of September 2022, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk

Appendix A: Designated Positions

<u>Positions</u>	<u>Disclosure Categories</u>
Assistant City Attorney	1
Assistant City Manager	1
Assistant Civil Engineer	1
Assistant Planner	2, 5, 6, 7
Assistant to the City Manager	1
<i><u>Associate Civil Engineer</u></i>	<i><u>2, 5, 6, 7</u></i>
Associate Planner	2, 5, 6, 7
City Attorney	1
<i><u>City Clerk</u></i>	<i><u>1</u></i>
City Commissioners	1
City Council	1
City Engineer	1
City Manager	1
City Planner	
Code Compliance/Animal Control Officer	2, 6
Code Compliance Manager	
<i><u>Deputy City Clerk</u></i>	<i><u>1</u></i>
Deputy City Manager	1
Director of Community Development	1
Director of Parks and Recreation	1
Director of Public Safety Services	1
Field Services Manager	2, 3, 4, 6
Field Services Supervisor	2, 3, 4, 6
Finance Director	1
Financial Services Manager	1
Human Resources Manager	1
Planning Commissioners	1
<i><u>Planning Manager</u></i>	<i><u>1</u></i>
Public Works Manager	1
Senior Code Compliance/Animal Control Officer	2, 4, 6
Senior Planner	2, 5, 6, 7

Appendix B: Disclosure Categories

Required filers must review Form 700 Schedules and complete forms as mandated by the specific Disclosure Category designated.

Disclosure Category 1: Full Disclosure

Persons in this category shall disclose all applicable investments, business positions, income, any interests in real property located in the City or within a two-mile radius outside of the City limits, and any interests in property owned or used by the City.

Disclosure Category 2: Decision Making Authority Affecting Real Property

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which engage in land development, construction, or the acquisition or sale of real property; also reportable are all interests in real property located in the City and within a two-mile radius outside of the City limits or of any property owned or used by the City.

Disclosure Category 3: City-wide Purchasing Responsibilities

Persons in this category shall disclose applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the City

Disclosure Category 4: Department/Division Purchasing Responsibilities

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies materials, machinery, or equipment of the type utilized by the designated employee's agency, department, or division.

Disclosure Category 5: Public Works/Construction Projects Responsibilities

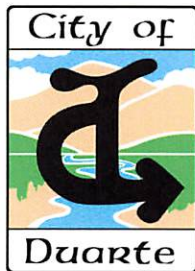
Persons in this category shall disclose all interests in and income from businesses engaged in construction, landscaping, street repair, traffic signal installation or modification or the supply of materials for any of the above.

Disclosure Category 6: Regulatory Power

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from any source which is subject to the regulatory, permit, or licensing authority of the designated employee's agency, department, or division.

Disclosure Category 7: Planning and Engineering

Persons in this category shall disclose all applicable investment, business positions, and income, including loans and gifts, from any source engaged in engineering, planning, and design services.



Agenda Item:	9I
CM Review:	
Fiscal Review:	

AGENDA REPORT

MEETING DATE: September 27, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Scott Nash, Assistant Planner

SUBJECT: Second Reading and Adoption of Municipal Code Amendment 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

RECOMMENDATION: Adopt by second reading Ordinance No. 911 modifying Duarte Municipal Code Chapter 16.04.100, to provide new building standards for electric vehicle charging stations that comply with State law

FISCAL IMPACT: No impact

BACKGROUND

Section 16.04.100 of the Duarte Municipal Code (DMC) provides building standards and describes city responsibilities for electric vehicle charging stations. Municipal Code Amendment (MCA) 22-03 will correct minor deficiencies in meeting State law requirements created by AB 1236 and preemptively meet the requirements of AB 970.

On October 8, 2015, California Assembly Bill 1236 was approved that added Section 65850.7 to the Government Code requiring local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems. The bill required cities to approve an application for the installation of electric vehicle charging stations unless the city makes specified written findings that the charging station could have adverse effects on public health or safety, the application requires a use permit, or that an appeal has been made to the planning commission. In response to this assembly bill, the City of Duarte passed Ordinance 875 in September of 2017 adding section 16.04.100 "Electric Vehicle Charging Stations" to Chapter 16.04 "Building Laws" of the DMC. In March 2020, Ordinance 895 added some required sections that were absent from the previous ordinance. However, while these ordinances satisfied most requirements of AB 1236, some provisions such as a "no association" clause were not included, and an "expedited checklist" was created and provided to applicants but was not maintained on the Duarte website. Thus, minor additions and modifications to the language of this chapter are needed in order for Duarte to be considered fully compliant with State law.

Additionally, on October 8, 2021, Assembly Bill 970 was approved which amended Section

65850.7 and added Section 65850.71 to the Government Code that expands AB 1236 to include charter cities, establishes timelines in which cities have a given number of days they must deem an application complete and approved, and requires cities to reduce the number of required parking spaces to accommodate electric vehicle charging stations.

DISCUSSION/ANALYSIS

In accordance with both AB 1236 and AB 970, Staff proposes amending Chapter 16.04.100 - "Electric Vehicle Charging Stations" - of the DMC to correct previous deficiencies and prepare for new State regulations. Although AB 970 will not be in effect until January 1, 2023, Staff is recommending that the City incorporate the requirements of this law at this time to avoid having to amend the City's electric vehicle regulations again in a few months.

Currently, the City's existing electric vehicle charging station regulations are generally compliant with California law. The City has approved numerous electrical vehicle charging projects and has been complimented on the transparency and speed at which we have reviewed and approved such projects. However, there are some modifications that are needed to be in full alignment with State requirements:

In order to fully comply with AB 1236, which went into effect on September 30, 2017, the following modifications are proposed:

- The "Expedited Permitting Checklist" be added to the City of Duarte website on the Community Development page.
- A clause stating that permit approval is not subject to approval of an association be added to Chapter 16.04.100.

In order to preemptively comply with AB 970, which will go into effect on January 1, 2023, the following modifications are proposed:

- "Specific Adverse Impact" be added to the definitions section, to clarify aspects of the Building Official's responsibilities under these new permit application timelines.
- A new section titled "PERMIT APPLICATION TIMELINES FOR 1-25 STATIONS AT A SINGLE SITE" be added which outlines the timelines in which an 1-25 station application is deemed complete or approved if the City does not take action.
- A new section titled "PERMIT APPLICATION TIMELINES FOR 26 OR MORE STATIONS AT A SINGLE SITE" be added which outlines the timelines in which a 26+ station application is deemed complete or approved if the City does not take action
- A clause be added to the "PERMIT REVIEW AND INSPECTION REQUIREMENTS" section which states that the city is required to reduce the number of required parking spaces by the amount needed to accommodate EV Charging stations and associated equipment.

The amendment proposed by MCA 22-03 will be accomplished by the adopting of Ordinance 911 (draft attached) that revised the DMC in a manner that will meet the new electric vehicle charging station standards set by the State of California and promote the creation of electric vehicle infrastructure within Duarte.

RECOMMENDATION

Adopt by second reading Ordinance No. 911 modifying Duarte Municipal Code Chapter 16.04.100, to provide new building standards for electric vehicle charging stations that comply with State law.

FISCAL IMPACT

No impact.

ATTACHMENTS

Exhibit A – Existing Section 16.04.100 Electric vehicle charging stations

Exhibit B – Draft Ordinance 911

Exhibit C – Government Code Sections 65850.7 & 65850.71

ORDINANCE NO. 911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 22-03 MODIFYING CHAPTER 16.04 (BUILDING LAWS), WITHIN THE DUARTE MUNICIPAL CODE THEREBY ESTABLISHING DEFINITIONS AND REGULATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS TO IMPLEMENT RECENTLY ENACTED STATE LAWS

WHEREAS, on October 8, 2015, the Governor signed into law Assembly Bill No. 1236 (AB-1236), which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, on October 8, 2021, the Governor signed into law Assembly Bill No. 970 (AB-970), which expands AB-1236 to include charter cities, establishes timelines in which cities have a given number of days they must deem an application complete and approved, and requires a city to reduce the number of required parking spaces to accommodate electric vehicle charging stations; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels; and

WHEREAS, AB-1236 took effect on September 30, 2017 and AB-970 will take effect on January 1, 2023; therefore, it is necessary for the City to establish objective standards regarding expedited permitting of electric vehicle charging stations; and

WHEREAS, the Duarte City Council seeks and intends to protect the health, safety, and welfare of the residents of the City of Duarte by establishing regulations for electric vehicle charging stations; and

WHEREAS, in accordance with Section 19.142.020 of the Duarte Development Code, Municipal Code Amendment 22-03 modifies Chapter 16.04.100 (Electric Vehicle Charging Stations) of the Duarte Municipal Code establishing definitions, requirements, and regulations for the permitting of electric vehicle charging stations, all attached hereto and made part of this Resolution; and

WHEREAS, notice of a public hearing on the proposed amendment was given in accordance with applicable law; and

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 shall be added to amend Chapter 16.04.100 (b) ("Electric vehicle charging stations") of the Duarte Municipal Code:

- (3) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SECTION 3. The following shall be added to amend Chapter 16.04.100 (e) (“Electric vehicle charging stations”) of the Duarte Municipal Code:

- (7) Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
- (8) If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the city shall reduce the number of required parking spaces for the existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment.
- (9) All construction or work for electric vehicle charging stations for which a permit is required shall be subject to inspection by the building official and such construction work shall remain accessible and exposed for inspection purposes until approved by the building official.

SECTION 4. The following shall be added to amend Chapter 16.04.100 (“Electric vehicle charging stations”) of the Duarte Municipal Code:

(f) PERMIT APPLICATION TIMELINES FOR 1-25 STATIONS AT A SINGLE SITE

- (1) An application will be deemed complete if after 5 business days the city has not either:
- (A) Found the application to be complete or;
 - (B) Issued a written correction notice to the applicant detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- (2) The application will be deemed approved 20 business days after it was deemed complete if:
- (A) The city has not made a finding, based on substantial evidence, that the EVCS could have a specific adverse impact upon the public health or safety; and
 - (B) The city has not required the applicant to apply for a use permit as specified in Section 65850.7(b); and
 - (C) An appeal has not been made to the planning commission pursuant to Section 65850.7(d).

(g) PERMIT APPLICATION TIMELINES FOR 26 OR MORE STATIONS AT A SINGLE SITE

- (1) An application will be deemed complete if after 10 business days the city has not either:
- (A) Found the application to be complete; or
 - (B) Issued a written correction notice to the applicant detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

- (2) The application will be deemed approved 40 business days after it was deemed complete if:
 - (A) The city has not made a finding, based on substantial evidence, that the EVCS could have a specific adverse impact upon the public health or safety; and
 - (B) The city has not required the applicant to apply for a use permit as specified in Section 65850.7(b); and
 - (C) An appeal has not been made to the planning commission pursuant to Section 65850.7(d).

SECTION 5. In adopting this Resolution, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) because proposed code amendments related to the implementation of Assembly Bill 1236 and Assembly Bill 970 are not considered a "project" for purposes of CEQA and therefore do not require any environmental review under CEQA.

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

SECTION 7. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code Section 36933(c) by publishing the following:

SUMMARY OF ADOPTED ORDINANCE NO. 911

NOTICE IS HEREBY GIVEN that on September 27, 2022, the City Council adopted Ordinance No. 911 modifying Duarte Municipal Code Chapter 16.04.100, to provide new building standards for electric vehicle charging stations that comply with State law.

ORDINANCE NO. 911

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING MUNICIPAL CODE AMENDMENT 22-03 MODIFYING CHAPTERS 16.04 (BUILDING LAWS), WITHIN THE DUARTE MUNICIPAL CODE THEREBY ESTABLISHING DEFINITIONS AND REGULATIONS FOR ELECTRIC VEHICLE CHARGING STATIONS TO IMPLEMENT RECENTLY ENACTED STATE LAW

I, ANNETTE JUAREZ, City Clerk of the City of Duarte, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 911 was duly passed and adopted at a regular meeting of the City Council held on September 27, 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 27th day of September 2022.

Margaret Finlay
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez, City Clerk
City of Duarte, California

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. 911 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of September 2022, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:

Annette Juarez, City Clerk
City of Duarte, California

16.04.100 Electric vehicle charging stations.

- (a) **APPLICABILITY.** This chapter applies to the permitting of all electric vehicle charging stations, as defined herein, in the city.
- (b) **DEFINITIONS.** The following words and phrases as used in this section are defined as follows:
 - (1) "Electronic submittal" means e-mail.
 - (2) "Electric vehicle charging stations" means an electric vehicle supply equipment station, of any level, that delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle and is designed and built in compliance with 24 California Code of Regulations sections 625.1, et seq., as it reads on the effective date of this chapter, or as it may be amended.
- (c) **ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS.**
 - (1) All electric vehicle charging stations shall meet applicable health and safety standards and requirements imposed by the state of California and of the Los Angeles County Fire Department.
 - (2) Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- (d) **DUTIES OF THE BUILDING DIVISION AND BUILDING OFFICIAL.**
 - (1) Duarte Municipal Code Section 16.04.100 govern expedited, streamlined permitting process for electric vehicle charging stations.
 - (2) All documents required for the submission of an expedited electric vehicle charging station(s) shall be made available to the public on the city of Duarte website.
 - (3) An applicant's electronic signature shall be accepted on all forms, applications and other documents, in-lieu of a wet signature. However, because the city's ability to accept electronic signatures on forms, applications and other permit documents is still under development, the city can only accept electronic signatures that are sent via e-mail.
 - (4) A checklist shall be prepared by the building official of all requirements with which an electric vehicle charging station shall comply to be eligible for expedited review.
 - (5) The electric vehicle charging station permit process and checklist shall substantially conform to recommendations for expedited permitting, including the checklist, contained in the most current version of the Plug-in Electric Vehicle Infrastructure Permitting Checklist and the Zero-Emissions Vehicles in California: Community Readiness Guidebook published by the Governor's Office of Planning and Research.
 - (6) The fees prescribed for the permitting of electric vehicle charging stations shall be established by resolution of the city council and shall comply with State Health and Safety Code Section 17951.
- (e) **PERMIT REVIEW AND INSPECTION REQUIREMENTS.**
 - (1) The applicant may submit the permit application and associated documentation to the city's building division by person, mail, or electronic submittal together with any required permit process and inspection fees.
 - (2) The city of Duarte Building Division shall implement an administrative, non-discretionary review process to expedite approval of electric vehicle charging stations. The building division shall issue a permit(s) after receipt of a complete application that meets the requirements of the checklist and the

payment of applicable permit fees, either through mail, phone or in-person. The city cannot currently process electronic (online) payments. Upon receipt of an incomplete application, the building division shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

- (3) Prior to submitting an application, the applicant shall, at his or her cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system is adequately sized, based on the existing electrical system's current use, to carry electrical loads associated with an electric vehicle charging station and is in compliance with the development standards for electric vehicle charging stations identified in the Duarte Development Code, section DDC 19.38.190(c).
- (4) The building official may require an applicant to apply for a conditional use permit if the official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the planning commission. If a conditional use permit is required, the building official may deny an application for the conditional use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the planning commission.
- (5) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- (6) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

(Ord. No. 875 , § 1, 9-26-2017; Ord. No. 895 , § 1, 3-24-2020)

State of California

GOVERNMENT CODE

Section 65850.7

65850.7. (a) The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. Therefore, this section applies to all cities, including charter cities.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible internet website, if the city, county, or city and county has an internet website, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. A city, county, or city and county may adopt

an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) “Electronic submittal” means the utilization of one or more of the following:

(A) Email.

(B) The internet.

(C) Facsimile.

(3) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(Amended by Stats. 2021, Ch. 710, Sec. 1. (AB 970) Effective January 1, 2022.)

State of California

GOVERNMENT CODE

Section 65850.71

65850.71. (a) The Legislature finds and declares both of the following:

(1) An electric vehicle charging station has a significant economic impact in California and is not a municipal affair, as the term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. Therefore, this section applies to all cities, including charter cities.

(2) Table 3 of the Governor's Office of Business and Economic Development (GO-Biz) Electric Vehicle Charging Station Permitting Guidebook, published July 2019, recommends best practices for electric vehicle supply equipment permitting that would establish a 15-day timeline and satisfy the intent of Assembly Bill 1236 (Chapter 598 of the Statutes of 2015).

(b) (1) An application to install an electric vehicle charging station submitted to the building official of a city, county, or city and county shall be deemed complete if, after the applicable time period described in paragraph (2) has elapsed, both of the following are true:

(A) The building official of the city, county, or city and county has not deemed the application complete, consistent with the checklist created by the city, county, or city and county pursuant to subdivision (g) of Section 65850.7.

(B) The building official of the city, county, or city and county has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the building official to complete a review limited to whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with subdivisions (b) and (g) of Section 65850.7.

(2) For purposes of paragraph (1), "applicable time period means" either of the following:

(A) Five business days after submission of the application to the city, county, or city and county, if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site.

(B) Ten business days after submission of the application to the city, county, or city and county, if the application is for more than 25 electric vehicle charging stations at a single site.

(c) (1) An application to install an electric vehicle charging station shall be deemed approved if the applicable time period described in paragraph (2) has elapsed and all of the following are true:

(A) The building official of the city, county, or city and county has not administratively approved the application pursuant to subdivision (b) of Section 65850.7.

(B) The building official of the city, county, or city and county has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact upon the public health or safety or required the applicant to apply for a use permit pursuant to subdivision (b) of Section 65850.7.

(C) The building official of the city, county, or city and county has not denied the permit pursuant to subdivision (c) of Section 65850.7.

(D) An appeal has not been made to the planning commission of the city, county, or city and county, pursuant to subdivision (d) of Section 65850.7.

(2) For purposes of paragraph (1), “applicable time period means” either of the following:

(A) Twenty business days after the application was deemed complete, if the application is for at least 1, but not more than 25 electric vehicle charging stations at a single site.

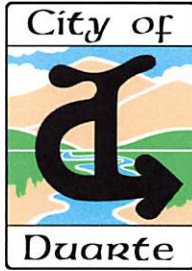
(B) Forty business days after the application was deemed complete, if the application is for more than 25 electric vehicle charging stations at a single site.

(d) If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the city, county, or city and county shall reduce the number of required parking spaces for the existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment.

(e) If the electric vehicle charging station is being installed in an area that receives electrical service from a local publicly owned electric utility, this section does not expand or restrict the local publicly owned electric utility’s role and responsibility in providing new electric service to the electric vehicle charging station in a manner consistent with safety, reliability, and engineering requirements.

(f) This section shall become operative on January 1, 2022, but for every city, county, or city and county with a population of less than 200,000 residents, this section shall apply beginning on January 1, 2023.

(Added by Stats. 2021, Ch. 710, Sec. 2. (AB 970) Effective January 1, 2022.)



AGENDA REPORT

MEETING DATE: September 27, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Purchase of Storage Trailer for City Yard

RECOMMENDATION: Authorize the City Manager to sign a purchase agreement with Mobile Modular for a 12' x 40' storage trailer for the City Yard and a budget amendment to increase the project budget from the current \$40,000 to \$64,000

FISCAL IMPACT: The project will be funded by the General Fund. The project was included in the FY 2022-23 budget at \$40,000, but the cost of the storage trailer, removal of the old trailer and electrical work will require the budget to be increased by \$24,000, to a total of \$64,000

BACKGROUND

The - storage trailer at the City Yard has been in its current location for at least 25 years but the trailer is much older than that and needs to be replaced. It is located near the driveway entry and south of the gate. The existing trailer is a 1975 model. That is so old that the popular disco hit that year was The Hustle; time has been kinder to the trailer. Over the years, the trailer has aged and is in poor repair. It was recently damaged when it was hit by a car that missed making the turn at Duarte Road and Highland Avenue.

The trailer is used by Field Services to store parts and equipment that needs protection from weather and material that need to be stored in a secure space. The trailer also provides an air-conditioned work area for the crew. The existing shelves and racks will be preserved and placed in the new trailer.

DISCUSSION/ANALYSIS

There are a few companies in Southern California that sell trailers that can be used for storage. For the use intended, a new trailer is not necessary and used trailers are less expensive than new trailers. The process of purchasing a used trailer involves finding the trailer that best fits the intended needs. In this case, the trailer needs to be in good condition and must be the correct size to fit in the current location and be large enough to hold the items in the current trailer. The proposed trailer is used, but in very good shape. Mobile Modular is a sole source for the trailer that has been selected.

Because the cost of the trailer exceeds \$25,000, the City Council must authorize the City Manager to make the purchase. In addition to the trailer purchase, the old trailer needs to be removed,

electrical work is needed and a contingency amount is necessary to address unforeseen issues that may arise. The proposed budget is as follows:

Mobile Modular	\$52,954.46
12' x 40' trailer, purchase, delivery, setup	
Gorgano Builders	\$6,575.00
Haul away of old trailer	
Electrical Work	\$1,000.00
5% Contingency (rounded)	\$3,470.54
Total	\$64,000.00

This storage trailer was included in the Fiscal Year 2022-2023 budget with \$40,000 being set aside. That amount was a general estimate but the costs are higher than expected. This project will also require a \$24,000 budget amendment with a total amount of \$64,000.

RECOMMENDATION

Authorize the City Manager to sign a purchase agreement with Mobile Modular for a 12' x 40' storage trailer for the City Yard and a budget amendment to increase the project budget from the current \$40,000 to \$64,000.

FISCAL IMPACT

The project will be funded by the General Fund. The project was included in the FY 2022-23 budget at \$40,000, but the cost of the storage trailer, removal of the old trailer and electrical work will require the budget to be increased by \$24,000, to a total of \$64,000.

ATTACHMENTS

Mobile Modular Sale Quote
Photo of Trailer



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600
Fax: (951) 360-6622
www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 476223
Customer PO/Ref:
Date of Quote: 08/17/2022

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of Duarte 1600 Huntington Drive South Pasadena, CA 91030 Chris Hemsley Chensley@accessduarte.com Phone: (626) 357-7931 231	City of Duarte City Yard 1850 Highland Avenue Duarte, CA 91010 Chris Hemsley Chensley@accessduarte.com Phone: (626) 357-7931 231	Questions? Contact: Brandy Sacci Brandy.Sacci@mobilemodular.com Direct Phone: (951) 360-6600 Fax: (951) 360-6622

Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 12x40 HCD (Item1104) <i>OpenSize excludes 3' towbar.</i> 12x40 HCD bid # 22939 Manufacture Silver Creek- Manufacture date 2006	1	\$42,000.00	\$42,000.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 12x40 HCD (Item1104)				
Block and Level Building (A3) (PW)	1	\$283.68	\$283.68	N
<i>Prevailing WageCert. Payroll</i>				
Delivery Haulage 12 wide	1	\$586.27	\$586.27	N
Delivery Haulage Fuel 12 Wide	1	\$87.94	\$87.94	N
Delivery Haulage Permit 12 wide	1	\$236.40	\$236.40	N
Fee, License or Registration for Sale	1	\$695.00	\$695.00	N
Install Foundation, Tiedown (Blvl) (PW)	16	\$132.38	\$2,118.08	Y
<i>Prevailing WageCert. Payroll</i>				
Installation, Skirting, Wood (PW)	104	\$19.50	\$2,028.00	Y
<i>Prevailing WageCert. Payroll</i>				
Removal, Towbar/Hitch (PW)	1	\$189.12	\$189.12	N
<i>Prevailing WageCert. Payroll</i>				
			<u>\$6,224.49</u>	
Total Estimated Charges				
	Subtotal		\$48,224.49	
	Taxes		\$4,729.97	
	Total Charges (including tax)		\$52,954.46	

Special Notes
Delivery Date: Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met. General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included. Stairs: Mobile Modular will provide standard 30" fixed height, one-piece metal stairs are at no additional charge. Securing stairs to the modular, adjusting stairs to the threshold of the doorway, adjusting the treads, landing or handrails to meet local, state or federal requirements are the sole responsibility of the Customer. Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge.

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
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www.mobilemodular.com

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Sale Quotation and Agreement

Quotation Number: 476223

Customer PO/Ref:

Date of Quote: 08/17/2022



Wet-stamped engineering available for an additional charge.

Used building sale:

Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:

<https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf>

Floor Plans

Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

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Sale Quotation and Agreement

Quotation Number: 476223

Customer PO/Ref:

Date of Quote: 08/17/2022



Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:

Mobile Modular Management Corporation

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

City of Duarte

Signature: _____

Print Name: _____

Title: _____

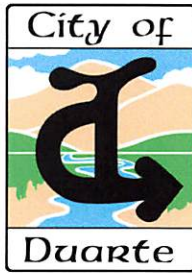
Date: _____

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
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AGENDA REPORT

MEETING DATE: September 27, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

BY: Angela Chiaromonte, Financial Services Manager

SUBJECT: Authorization for City Manager to Execute an Agreement with Hinderliter De Llamas & Associates (HdL) for Business License Consulting & Software Services

RECOMMENDATION: Staff recommends that the City Council approve and authorize the City Manager to execute on behalf of the City an agreement with Hinderliter De Llamas & Associates in an amount not to exceed \$58,200.

FISCAL IMPACT: If approved, the agreement would require a FY2022-23 budget amendment of \$58,200 to the General Fund (1815-7820).

BACKGROUND

The City requires the use of specialized software to manage over 1,500 licensed businesses and tax collections of approximately \$317,000 annually. For the past 12 years, the City has utilized Tyler Technology's Incode 9 business license software/module. It is one of over a dozen Tyler Technology's finance-related application modules (i.e., accounting, budget, payroll, etc.) that the City has used since implementation in 2010. While staff is quite satisfied with the other modules in the Incode 10 software slate and the technological upgrades made since implementation, the business license module has lagged in meeting current day demands. As other business license solutions have seen advances (especially more online functionality), Tyler's business license module has not benefitted from similar upgrades.

The need to update the business license software has increased since the start of the COVID-19 pandemic as the need for online business transactions expanded. Not only would HdL enable the City to accept and process business applications online, but they also are constantly following legal updates and incorporating them into their software client compliance. AB 2184 requires that municipalities in California have an ability to allow for a Service of Process (SOP) to mask addresses if requested by the taxpayer. The law also requires home-based addresses not be shown in a public search, and their software supports this. Lastly, the City legally has to capture SB 205 information related to NPDES on applications and renewals. Their system handles and captures the fields needed to run these reports.

DISCUSSION/ANALYSIS

HdL's Prime software has become the business license product of choice for many municipalities;

including the cities of Azusa, Irwindale and Arcadia, just to name a few. HdL Prime software provides a modernized platform that allows the implementation of an online business license application and renewal system and streamlines the business license process and collection of payments. Their system is hosted; meaning that the software is solely accessed online with no need for dedicated City file servers or hardware support. The City is already quite familiar with HdL services and software as it has utilized their sales tax revenue system for over two decades and recently began using their property tax revenue products. Duarte's IT staff has vetted this new software and confirmed it will coordinate with our existing systems.

The purchase of the software and implementation of the new system, including data migration, training, software updates and technical support has a one-time cost of \$44,000, plus subsequent annual recurring/support costs of \$12,000 with a Consumer's Price Index (CPI) escalator in future years. The proposed contract is for \$56,000 (the sum of the above), plus a five percent contingency (if needed) on the one-time costs (\$2,200) for a total of \$58,200.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute on behalf of the City an agreement with Hinderliter De Llamas & Associates in an amount not to exceed \$58,200.

FISCAL IMPACT

If approved, the agreement would require a FY2022-23 budget amendment of \$58,200 to the General Fund (1815-7820).

ATTACHMENT

Services Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2022 (the “Agreement Date”) by and between Hinderliter De Llamas & Associates (HdL) (“Consultant”), and City of Duarte, (“Client”), which is located within the state of California (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant shall maintain, prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit A attached hereto and incorporated herein as part of this Agreement..

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations adopted by Client, but not other governmental entity, under which Consultant is performing the Services. Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant’s reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law

authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this

Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Client agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group") from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are (a) the direct or indirect result of any breach of any representation, warranty or covenant made by or given on behalf of Client under this Agreement, or (b) related to any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was reasonably and in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission of Client or its directors, officers, employees, agents, direct or indirect equity holders, or affiliates (collectively, "Client Group"). In this regard, Client hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under the Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.

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

8.3 Promptly after Consultant receives notice of the commencement of any proceeding for which it intends to make a claim for indemnification, it should notify Client, but the failure to so notify will not result in the loss of any rights of any of Consultant Group to indemnification hereunder except to the extent that Client does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. Client will assume the defense of Consultant Group (including the employment of legal counsel reasonably satisfactory to Consultant) and payment of such counsel's fees and disbursements (including retainers). Should Consultant reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if Client has not assumed the defense, then any of Consultant Group may employ separate legal counsel, and Client will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnity apply, without limitation, to those situations where someone sued by any of Client Group brings a cross claim for indemnity or contribution against any one or more of Consultant Group.

8.4 Client will not, without Consultant's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of Consultant Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each of Consultant Group from all liability arising out of such claim, action, proceeding or investigation.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the Insurance Requirements listed in Exhibit A.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.4 None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of Client Group acting on any advice given or opinion rendered by any of Consultant Group, except to the extent that such Liability is found by a court of competent jurisdiction in a judgment which has become final and that it is no longer subject to appeal or review to have resulted solely from such Consultant Group's willful misconduct or negligence.

9.1.5 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State of California will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State of California, County of Los Angeles. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George

Bonnin, Email: gbonnin@hdlcompanies.com ; and Client: City of Duarte, CA, Attn: Angela Chiaromonte, Email: Achiaromonte@accessduarte.com.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

Consultant:

Client:

Hinderliter De Llamas & Associates (HdL)

City of Duarte, CA

By: _____

Its: _____

By: _____

Its: _____

SCHEDULE Z
Tax and Fee Administration Services and Fees
Local Tax Software Solution

SCHEDULE Z – This Schedule Z provides the scope of Services and Fees for Consultant’s Local Tax Software Solution pursuant to the Master Services Agreement dated _____, 2022 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Consultant’s local tax software solution.

1. Software Implementation

1.1. Consultant's responsibilities

- 1.1.1. Project manager** - Consultant will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the Consultant PM is to ensure successful and timely completion of each step of the software implementation schedule. The Consultant PM will work closely with the Client's designated project manager to define the software implementation schedule, identify Client needs and configure the software accordingly, validate the data conversion, and provide user training.
- 1.1.2. IT support** - Consultant will provide a dedicated IT staff member to provide IT support during the software implementation process.
- 1.1.3. Management support** - Consultant will assist the Client in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, implement new processes, or adopt new strategies for improving communication with the business community and other Client departments.
- 1.1.4. Training** - Consultant will provide software training for Client users as defined in the fees schedule. The timing, size and participants of each training session will be determined by the Consultant’s and Client’s PMs.
- 1.1.5. Software documentation** - Consultant will provide Client with access to digital copies of available software documentation. The Client may use the software documentation materials as needed for internal use only. The software documentation contains proprietary and confidential information, and as such is bound by the confidentiality portion of this Agreement. The software documentation may not in any circumstances be distributed to any 3rd party or any individual that is not a current Client staff member responsible for using or maintaining the software.

1.2. Client's responsibilities

- 1.2.1. Project manager** - Client will designate a staff member to serve as the Client's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the configuration and implementation of the software. The primary responsibility for the Client PM is to ensure that all Client responsibilities during the software implementation process are met according to the agreed upon software implementation schedule. The Client PM will be instrumental in the successful implementation of the software; working closely with the Consultant PM to verify data conversion, review and approve reports, establish business rules, and confirm configuration and behavior of the software.
- 1.2.2. IT support** - Client will designate an IT staff member to work with Consultant staff throughout the software implementation process. This individual must be knowledgeable about the Client's computing environment and be authorized to access any equipment or services required for proper access to and operation of the software.

- 1.3. Data Conversion** - Consultant will convert the Client’s existing data as provided by Client. Client agrees to provide its current data in a format agreed upon by Consultant and Client. Acceptable

formats include Microsoft SQL Server backup file, Excel, Access, and ASCII delimited text file. Client will provide all available documentation to assist with identifying the contents of the data files, including but not limited to file layout documentation, database schema, and screenshots from five (5) sample accounts. Client will provide the data a minimum of two times during the conversion process. Client understands that the second (and any subsequent) data must be provided in the same format and layout as the first data set. Any inconsistencies between the first and final data sets will result in a delayed installation date and additional charges for conversion.

- 1.4. **Schedule** – The default timeline for software implementation (including “Go Live”) is approximately 60 days from receipt of initial discovery materials. When the Agreement is signed by all parties, Consultant will immediately work with the Client to establish a defined implementation schedule which is agreeable to both Client and Consultant.
2. **Software Hosting Services** – Consultant’s hosting services offload the majority of IT concerns to Consultant’s hosting team; including system upgrades, hardware and software maintenance, database management, and disaster recovery. Client will be responsible for maintaining its workstations and a reliable internet connection. Consultant will handle the rest. Website functionality will be hosted using a Client specific sub-domain on Consultant’s special purpose hdlgov.com domain.
 - 2.1. **Workstation Specifications** – Workstations will access the software through a remote application session with Consultant’s hosting service. All workstations require 4+GB Memory, 1280x1024 screen resolution, and MS Windows 7/8/10 operating system.
 - 2.2. **Network Specifications** – Consultant’s hosted service requires reliable, high speed internet connectivity. High-speed local area network connections are always helpful, but the service will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
 - 2.3. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.
3. **Software Support**
 - 3.1. **Client Support** - Consultant will provide Client’s users no charge support by telephone, email and the web during the term of this Agreement. In the United States support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call (909) 861-4335 and ask for software support. For urgent off hours support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and Consultant’s on call support personnel will be notified. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.
 - 3.2. **Response Time** – In the event that Client encounters an error and/or malfunction whereby the software does not conform to expected behavior in accordance with the software design, Consultant will assign one of the following severity levels and render support services in a timely manner consistent with the urgency of the situation.
 - 3.2.1. **Severity Level 1** – a critical problem has been encountered such that the software is essentially inoperable and without a reasonable workaround. Consultant will respond within one (1) business hour to diagnose the problem. A response is defined as an email or call to the Client’s designated support contact. Consultant and Client will work diligently and continuously to correct the problem as quickly as possible.
 - 3.2.2. **Severity Level 2** – a problem has been encountered that does not prevent use of the software, but the software is not operating correctly. Consultant will diagnose the problem within 48 hours and advise Client of any available work-around. Upon Consultant’s confirmation that the software is not operating correctly, Consultant will provide a software update to repair the defect and confirm with Client that the update resolved the issue.
 - 3.2.3. **Severity Level 3** – a minor problem has been encountered. The software is usable but could be improved by correction of a minor defect or addition of a usability enhancement. HdL will assess the request within fifteen (15) business days and, depending on priorities, schedule a software

- update for a future release, advise City that the request will not be implemented, or offer the option of implementing the request as a custom software enhancement at additional cost.
- 3.3. **Support Policy Regarding Reports** - Consultant will assist with modifications to reports as needed during the term of this Agreement. Typical report modifications require 7 to 10 business days to complete. Very complex reports or reports required in a very short time frame may incur development costs, in which case an estimate will be provided for approval before the work is begun.
 - 3.4. **Software Upgrades** - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, Client is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.
 - 3.5. **Out of Scope Support** - Client agrees to pay additional hourly fees according to Consultant's then current hourly rates if the Client desires Consultant's assistance for matters which are not caused by any defects in Consultant's software.
4. **Online Payment Processing** - Consultant's software includes PCI compliant payment gateway services powered by FIS Global, which supports both credit card and eCheck transactions. If a different payment gateway is required there will be an initial programming cost to establish the custom payment gateway integration, and increase to the annual software use fee for continued support of the custom integration. Costs will be determined dependent on the integration requirements and API documentation.
 - 4.1. **Payment Processing** - Consultant shall provide its Services to support payments remitted to Client. Consultant shall transmit transactions for authorization and settlement through Consultant's certified payment processor. Funds for transactions processed by Consultant hereunder shall be submitted to Client's designated bank account as follows: (i) no more than two (2) business banking days after all Transactions (other than electronic Check Transactions) that are successfully processed prior to 5:00 p.m. ET on each business banking day (e.g., a Transaction authorized at 2:00 p.m. ET on Monday will be submitted on Wednesday; a Transaction successfully processed at 8:00 p.m. ET on Monday will be submitted on Thursday); and (ii) no more than five (5) business banking days for all electronic Check Transactions that are successfully processed prior to 5:00 p.m. ET on each business banking day. Consultant makes no representation or warranty as to when funds will be made available by Client's bank.
 - 4.2. **Support** - Consultant shall provide Client with payment processing related customer service as needed. Client shall timely report any problems encountered with the service. Consultant shall promptly respond to each report problem based on its severity, the impact on Client's operations and the effect on the service. Consultant shall either resolve the problem or provide Client with the information needed to enable the Client to resolve it.
 - 4.3. **Transaction Errors** - Consultant's sole responsibility for any Transaction error or reversed Transaction is to determine whether the result indicates a problem with Consultant's service and, if necessary, reprocess and resubmit the Transaction without additional charge. In the event that a Transaction is reversed or refunded to any Customer of Client, for any reason, Consultant may offset such amount against funds remitted to Client, or invoice Client for such amount, at Consultant's discretion. Client shall pay any such invoice within 30 days of receipt.
 - 4.4. **Electronic Check Authorization** - If Client elects to accept electronic Checks as a form of payment, the following subsections apply. For the purpose of this section, "checks" means checks drawn on accounts held in the U.S. ("Check(s)").
 - 4.4.1. As part of the implementation plan, Client shall select risk management controls governing Check acceptance and assumes sole responsibility for the choice of controls.
 - 4.4.2. Consultant shall provide confirmation on a submitted ABA number as part of the Service to assist Client with the decision whether to accept a Check and shall route accepted Checks.
 - 4.4.3. Client hereby authorizes Consultant to debit the Client's financial institution account in the amount of any returned item that is received by Consultant.
 - 4.5. **Client Responsibilities**

- 4.5.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Networks or other third parties whose consent or approval is necessary for the processing of Transactions. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
- 4.5.2. Client represents, warrants, and agrees that it does and will comply with applicable Laws and regulations and Network rules, regulations or operating guidelines. Client shall notify Consultant in writing as soon as possible in the event a claim is either threatened or filed against Client by any governmental organization having jurisdiction over Client or a Customer related to the Service. Client shall also notify Consultant in writing as soon as possible in the event a claim is either threatened or filed against Client relating to Transactions or the Services or a fine or other penalty is assessed or threatened relating to Transactions or the Services.
- 4.5.3. Client represents, warrants and agrees that it is and will continue to be in full compliance with all applicable requirements of the Client Information Security Program of VISA, the Site Data Protection Program of MasterCard, and similar programs of other Networks, and any modifications to such programs that may occur from time to time. Upon the request of Consultant, Client shall provide Consultant with documentation reasonably satisfactory to Consultant verifying compliance with this Section.
- 4.5.4. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

5. **Pricing Adjustments** – All pricing listed in this Schedule will be honored during the first twelve months of software services. Any additional/optional services needed after this period will be provided using Consultant's current pricing schedule at the time the service is requested.

6. **Software Services**

6.1. **One Time Costs**

<i>Item</i>	<i>Price</i>	<i>Comments</i>
<i>Software License Fee</i>	\$27,000.00	3 Named Users
<i>Prime Web Module</i>	Included	Must use HdL supported FIS Global payment gateway. Non-supported gateways require a development charge of a minimum of \$5,000.00 + Specifications.
<i>Implementation</i>	\$9,500.00	Project management, installation, configuration, report design, training, etc.
<i>Data Conversion</i>	\$7,500.00	Up to 30 hrs. of work. Above 30 hrs., time, and material
<i>Travel Expenses</i>	At Cost	At Cost
<i>Training – 1 day</i>	Included	Additional days available at \$2,000/day

TOTAL

\$44,000.00 Total one-time costs

- 6.1.1. **Software License Fee** – Fee includes use of the software by the specified number of users and all standard forms and reports. Additional user licenses are available for \$1,500.00 license fee plus \$450 annual software use fee.
- 6.1.2. **Data Conversion** – Fee includes two (2) conversions of Client data. The first for the pre-install environment used for testing and training, and the second at go-live. Additional conversions can be performed, upon request, at a cost of \$2,500 per conversion. Includes up to 30 hours of developer time. Abnormally complex conversions or poor data quality may require additional effort beyond the 30 hours, which will be charged at the developer hourly rate.
- 6.1.3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. Consultant is dedicated to conserving public funds, and ensures any travel costs are required and reasonable.
- 6.1.4. **Parcel Data** – Should Client desire for the software to incorporate parcel data, Consultant supports the following three methods:
- 6.1.4.1. If Client utilizes Consultant's property tax services, parcel data will be provided at no cost.
- 6.1.4.2. Client may purchase the data from Consultant. Cost of parcel data will be provided upon request.
- 6.1.4.3. Should Client desire to utilize another source of parcel data, Consultant can work with Client to create a re-useable import utility. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost and time estimate.
- 6.1.5. **Customizing Services** – Consultant's software is a customizable off the shelf system (COTS), and has been designed to meet all common needs of municipalities. Should the need occur, Consultant is available to provide custom enhancements to the software on a time and material basis. No work shall be performed without prior written approval of Client.
- 6.2. **Recurring Costs**

<i>Item</i>	<i>Price</i>	<i>Comments</i>
<i>Software Use and Hosting Fee</i>	\$12,000.00	Due at Prime core system "Go Live." Renewed annually + CPI. 3 remote user licenses included. Additional remote access user licenses @\$15.00 each/month.

- 6.2.1. **Software Use Fee** – Software Use Fee is billed annually, and provides for ongoing customer support and updates to the software. Fee will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 6.2.2. **Hosting Services** – The fee for software hosting services is billed annually in advance, along with the software use fee. Fee may be periodically revised, with three (3) months advance notice to Client, to account for changes in market costs related to hosting, such as internet bandwidth, power, security, and related equipment or services costs.

7. **Payment Processing Services** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded interchange pass-through model. Client may switch between these models upon written request to Consultant.

7.1. **Taxpayer funded model** - Client authorizes Consultant to collect each convenience fee.

<i>Item</i>	<i>Price</i>
<i>Credit and Debit Cards processing</i>	2.9%, minimum of \$2.00
<i>ACH/eCheck processing</i>	\$1.25 per transaction
<i>Payment Account Hosting and Maintenance</i>	\$35.00 per month
<i>ACH/eCheck Returns</i>	\$0
<i>Chargebacks</i>	\$0

7.2. **Client funded interchange pass-through model**

<i>Item</i>	<i>Price</i>
<i>Credit and Debit Cards processing</i>	2.9% + \$0.30 per transaction
<i>ACH/eCheck processing</i>	\$0.50 per transaction
<i>Payment Account Hosting and Maintenance</i>	\$35.00 per month
<i>ACH/eCheck Returns</i>	\$10.00 per event
<i>Chargebacks</i>	\$25.00 per event

- 7.3. Fees do not include expenses, late fees or charges, or taxes, all of which shall be the responsibility of Client. In addition to the charges specified, Client shall be responsible for (a) all interchange and network provider fees, (b) all dues, fees, fines and assessments established and owed by Client to Visa and/or Mastercard, (c) for all costs and fees associated with changes to ATM protocol caused by Client's conversion to the Services, and (d) any increase in postage charges, provided that any increase in charges resulting from (a) through (d) shall not exceed the actual increase incurred by Consultant.

- 7.4. Consultant reserves the right to review and adjust all Client and convenience fee pricing on an annual basis in June. This adjustment may be consistent with the then most recent ECI adjustment or three percent (3%) whichever is greater. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, and card type utilization.

8. **Payment Schedule**

- 8.1. All one-time project costs and the first year service fees shall be paid as follows:

8.1.1. 60% shall be due within 30 days of the effective date of the Agreement.

8.1.2. 30% shall be due within 60 days of the effective date of the Agreement.

8.1.3. The final 10% shall be due within 30 days of full system delivery or first production use of the software, whichever comes first.

- 8.2. Any travel and lodging expenses are billed at cost as they are incurred. Such expenses shall be due within 30 days of the billing date.

- 8.3. Recurring software service fees will be invoiced each year on the anniversary of the effective date of the Agreement, and shall be due within 30 days of the invoice date.
- 8.4. Payment processing service fees are invoiced monthly for the prior month's activity, and shall be due within 30 days of the invoice date.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule Z to the MSA through their duly authorized representatives as of _____, 2022.

Consultant:

Client:

HdL Companies

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A
INSURANCE REQUIREMENTS

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

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.

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

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

Cyber security and privacy liability insurance. Consultant shall maintain Cyber security and privacy liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate.

Cyber technology errors and omissions insurance. Consultant shall maintain Cyber technology errors and omissions insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate.

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

Proof of insurance. Consultant shall provide certificates of insurance to Client as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Client's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Client at all times during the term of this contract. Client reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Primary/noncontributing Coverage provided by Consultant shall be primary, and any insurance or self-insurance procured or maintained by Client shall not be required to contribute with it.

Client'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, Client has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Client will be promptly reimbursed by Consultant or Client will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Client may cancel this Agreement.

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Client, 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 Client, 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 Client to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Client 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 Client 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 Client.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Client 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 Client 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 policies shall provide or be endorsed to provide that Client and its officers, officials, employees, and 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 Client and approved of in writing.

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

Client's right to revise specifications. The Client 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 Client and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Client. Client reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Client.

Timely notice of claims. Consultant shall give Client 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.