



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 26, 2023
7:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Proclamation for the Week of September 10-16, 2023 as National Patriotism Week

B. Mayor's Youth Council Update

C. Public Safety Department Update

D. San Gabriel Valley Council of Government Update

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

C. [Approval of Minutes - September 12, 2023 Special Meeting and September 12, 2023 Regular Meeting \(CC/HA/FA\)](#)

It is recommended that the City Council approve the September 12, 2023 Special Meeting and Regular Meeting minutes.

D. [Approval of Warrants - September 26, 2023 \(CC/HA/FA\)](#)

It is recommended that the City Council approve the September 26, 2023 warrants.

E. [Consideration of Award of Contract for Professional Design Services for the Completion of the Plans, Specifications, and Cost Estimate for the FY 23-24 Street Rehabilitation Project](#)

It is recommended that the City Council 1) authorize the City Manager to execute a Professional Services Agreement with Elie Farah Inc. for the FY 23-24 Street Rehabilitation Project Design in the amount of \$33,500.00 and 2) approve a budget amendment of \$8,500 in account number 2225-8100.

F. [Consideration of Award of Contract for the FY 23-24 Citywide Striping and Marking Project No. 24-2](#)

It is recommended that the City Council approve the award of contract for the FY 23-24 Citywide Striping and Marking Project to WGJ Enterprises, Inc. dba PCI in the amount of \$53,367.05.

G. [Acceptance of Notice of Completion for City Yard Fence and Gate Replacement - Project 22-5 and Approval of a Budget Amendment](#)

It is recommended that the City Council 1) authorize the Notice of Completion for the City Yard Fence and Gate Replacement Project in the amount of \$242,655; and 2) approve a budget amendment of \$54,582.50.

H. [Second Reading and Adoption of Ordinance No. 920 to Increase City Council Salaries](#)

It is recommended that the City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

I. [Receive and File the Monthly Financial Update](#)

It is recommended that the City Council receive and file the monthly financial update.

J. [Receive and file the Public Safety Department Update.](#)

It is recommended that the City Council receive and file the Public Safety Department Update.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS

A. [Discussion Regarding Public Utilities, Communications, and Technology Commission](#)

Recommendation Concerning the "Report an Issue" Website Feature

It is recommended that the City Council concur with the recommendation from the Public Utilities, Communications, and Technology Commission for City Staff to continue collecting data from the "Report an Issue" website feature and not move forward with a request to City Council for funding of a city mobile application ("app").

B. Adoption of Resolution No. 23-24 to Rename Royal Oaks Parks Extension to Tzeitel Paras-Caracci Park

It is recommended that the City Council 1) adopt Resolution No. 23-24 renaming Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and to erect appropriate signage reflecting the park's new name; 2) and to approve a budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

C. Discussion Regarding Nomination for a San Gabriel Basin Water Quality Authority Board Member and Alternate to Represent Cities without Pumping Rights

It is recommended that the City Council discuss and nominate a councilmember for possible election to the San Gabriel Basin Water Quality Authority Board representing cities without pumping rights and approve Resolution No. 23-25 nominating a candidate if one is chosen.

D. Discussion Regarding an Additional Councilmember Appointment to the Arts Ad Hoc Committee

It is recommended that the City Council discuss and appoint Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee.

11. CONTINUATION OF ORAL COMMUNICATIONS

12. ITEMS FROM CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR/ REPORTS OF MEETINGS ATTENDED PER GOVERNMENT CODE SECTION 53232.3

13. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 20th day of September, 2023.



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: September 19, 2023
SUBJECT: Comments on Agenda Items, Meeting of September 26, 2023

ITEM 4.A. (Special Items). Proclamation recognizing the week of September 10th through 16th as National Patriotism Week.

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

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

ITEM 4.D. (Special Items). San Gabriel Valley Council of Governments (SGVCOG) update - The SGVCOG has initiated a roadshow update for all of the city council's in the San Gabriel Valley to highlight the SGVCOG's achievements in 2023.

ITEM 7.E. (Consent Calendar). Award of Contract - The Public Works Division updates the Pavement Management Program every three years. The scope of the services for this project includes professional design services for the preparation of plans, specifications and cost estimates of the FY 23-24 Street Rehabilitation Project. This work requires records research, field review, coordination with utility agencies to identify existing infrastructure and advance notice of the proposed work to avoid cutting into newly paved streets during the moratorium period for planned repairs. At the request of staff, Elie Farah Inc. (EFI) prepared a proposal to provide the above mentioned services. EFI has provided professional design engineering services for the City for a number of projects in the past, including previous Street Rehabilitation Projects. EFI has extensive knowledge of the City's needs for a project like this and is the best qualified to complete this project. The proposed cost for all tasks and deliverables is \$33,500.00. The project is budgeted in the 2023-2024 budget.

ITEM 7.F. (Consent Calendar). Award of Contract - Staff annually surveys City streets to identify painted curbs, striping, and pavement markings that need maintenance or restoration. The annual Striping and Marking Project consists of the removal of faded conflicting striping and pavement markings, and replacement with thermoplastic material designed to last approximately eight years. The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On September 7, 2023, three (3) bids were submitted electronically. The lowest responsible and responsive bidder is WGJ Enterprises, Inc. dba PCI; they have successfully completed work for the City of Beverly Hills, City of Claremont, and City of Duarte. Most recently, they completed the FY 22-23 Striping and Marking Project for the City. Their federal and State license status has been verified. This year's Annual Striping and Marking Project was included in the FY 2023-24 Budget and will be funded by Gas Tax allocations from the State of California. The project cost is \$58,703.76 which is the contract amount with ten percent contingency.

ITEM 7.G. (Consent Calendar). Notice of Completion - On January 11, 2022, City Council awarded the contract for the City Yard Fence and Gate Replacement project to Quality Fence Co. Inc. in the amount of \$238,675, in addition to a ten percent contingency, to replace the location's original perimeter fencing. The project started in late June of 2022. The majority of the work was completed and \$188,072.50 was paid on the contract in fiscal year 2022/23. However, the project was then stalled as the location's new electrical upgrade plans were held up in review with Southern California Edison. City staff came up with a work

around and had upgrades performed to the City's electrical breaker panel in order to complete the installation of the new gate's operating system and support future warning lamps near the location, requiring a change order totaling \$3,980. With the completion of the work, the final amount of \$54,582.50 will be paid in the current fiscal year of 2023/24 and will require a budget adjustment to the General Fund. Please note that while the project was delayed and amounts were paid over two fiscal years, the total project costs were less than the original budget approved for the project.

ITEM 7.H. (Consent Calendar). Second Reading of Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516 - At its meeting on September 12, 2023, the City Council conducted a public hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 920 will go into effect on December 10, 2024, when a new term for Council Members representing Districts 2, 3, and 7 begins.

ITEM 7.I. (Consent Calendar). The Finance Department has submitted the monthly report for July 2023 for review.

ITEM 7.J. (Consent Calendar). The Public Safety Department has submitted the monthly report for September 2023 for review.

ITEM 10.A. (Business Item). Discussion regarding the Public Utilities, Communications, and Technology Commission recommendation - At its regular meeting on January 24, 2023, Councilmember Kang asked City staff to conduct research on the timing and cost of creating a City mobile application ("app") where residents can report issues such as graffiti and potholes. Recognizing that researching the development of a new app would take time, Councilmember Cesar Garcia suggested that staff create a form on the City website, allowing residents to report issues and submit photos online. This would immediately implement an issue-reporting feature at no additional cost. Staff worked to identify major issues reported in the City and the proper departments to address those issues. With this information in hand, the City of Duarte launched a new website feature on February 22, 2023, to optimize reporting issues. Additionally, as requested by Councilmember Kang, City staff conducted a survey and found that less than half of the San Gabriel Valley cities have a mobile application available to its residents. The majority of the cities that do have a mobile app use GOGov as their app provider, with an annual maintenance cost determined by the population of each city. GOGov provided City staff with an estimated annual cost of \$12,000 per year to develop and maintain its app, with an annual increase of up to 7%. City staff gave a presentation to the Public Utilities, Communications, and Technology Commission at its regular meeting on July 12, 2023, to seek a recommendation as to whether the City should continue to collect data from its "Report an Issue" website feature and move forward with a request to City Council to fund a mobile application. The Commission recommended that City staff hold off on pursuing a mobile application but continue to use the "Report an Issue" website feature and report back at a future meeting to present a year's worth of data.

ITEM 10.B. (Business Item). Resolution No. 23-24 Approving Royal Oaks Park Memorial in memory of Tzeitel Paras-Caracci - At the July 11, 2023, City Council meeting, the City Council requested for staff to bring back renaming options of City-owned property in honor of former Mayor and Councilmember Tzeitel Paras-Caracci who passed away on June 25, 2022. The City's Park and Facility Naming and Renaming Policy states that the naming of City-owned land, buildings, trees, and facilities in honor of a deceased individual shall not take place until at least one year after their death. At the Council's direction, City staff met with Mr. Caracci to discuss renaming City-owned land in honor of his late wife. Based on that meeting and Council's desire to honor former Mayor and Council Member Paras-Caracci, staff recommends City Council rename Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and erect park signage reflecting the park's new name. The goal would be to hold the renaming and dedication ceremony on National Hello Kitty Day, Wednesday, November 1, 2023. Approval of this item would require a budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

ITEM 10.C. (Business Item). Discussion and nomination of a council member for possible election to the San Gabriel Basin Water Quality Authority Board representing cities without pumping rights and approval of Resolution No. 23-25 nominating a candidate if one is chosen - The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a seven-member board, one member each from an overlying municipal water district, one from a city with water pumping rights, one from a city without water pumping rights and two members representing water purveyors. Under the WQA's enabling legislation, the term of the board member and alternate representing cities without pumping rights expires on January 1, 2024. An election to fill these seats is scheduled for December 20, 2023 at 12:00 p.m. at WQA Headquarters. Nominations of candidates for the office of Member and Alternate Member of the Board of Directors of the WQA representing cities without pumping rights may be made by any of the cities without pumping rights by resolution of the city council of such city. A candidate must be a city council member from a city without pumping rights; however, a city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. The candidate receiving the most votes will be the WQA Board Member and the candidate receiving the second highest number of votes will be the WQA Alternate Board Member. WQA Board Members serve a four year term which begins the first Monday of January 2024, and receive a \$150 stipend per meeting for up to six meetings per month. The WQA Board meets on the 3rd Wednesday of each month at noon. Some board members may be appointed to serve on two additional committees that - meet on the 2nd Tuesday of each month at 9AM (Legislative/Public Information Committee) and 10AM (Administrative Finance Committee). Board Members are required to attend in person, unless they invoke "just cause" pursuant to AB 2449 and they then could participate remotely. However, Board Members are limited on the number of times they can use this option.

ITEM 10.D. (Business Item). Discussion regarding additional council member appointment to the Art Ad-Hoc Committee - On September 12, 2023, the City Council interviewed applicants and made appointments to the Ad Hoc Committee. The City Council also voted to appoint Councilmember Kang and Councilmember Garcia to the Ad Hoc Committee. Councilmember Finlay was not present at the September 12, 2023, City Council meeting and has expressed an interest in participating on the Ad Hoc Committee as well. This item has been brought back to the City Council for discussion and possible appointment of Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee.



ITEM: 7.C

Approval of Minutes - September 12, 2023 Special Meeting and September 12, 2023 Regular Meeting (CC/HA/FA)

Recommended Action:

It is recommended that the City Council approve the September 12, 2023 Special Meeting and Regular Meeting minutes.

Attachments:

[Minutes - September 12, 2023 - Special Meeting.pdf](#)

[Minutes - September 12, 2023 - Regular Meeting.pdf](#)

CITY OF DUARTE
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF DUARTE
TUESDAY, SEPTEMBER 12, 2023 – 5:45 PM

1. CALL TO ORDER

Mayor Schulz called the Special Meeting to order at 5:55 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Truong, Garcia, Martin Del Campo, Schulz
Councilmembers Absent: Finlay
Staff Present: Annette Juarez, City Clerk

2. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

3. INTERVIEW OF CANDIDATES FOR ARTS AD HOC COMMITTEE

The City Council interviewed the following candidates for appointment to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee:

Alan Heller
Martin Calderon
Livier Martinez
Lauren Peterson
Chloe West
Brian Quandt
Debbie Ortiz
Gabriela Untermayerova

4. INTERVIEW OF CANDIDATES FOR VACANT PLANNING AND ECONOMIC DEVELOPMENT POSITION (1)

The City Council interviewed the following candidates to fill the Planning and Economic Development Commission Vacancy:

Chloe West
Luz Yesenia Paez
Jonathan Rodriguez
Stephanie Kovach
Jim Kirchner

6. DISCUSSION OF INTERVIEWS AND CANDIDATES

The City Council discussed the interviews and deliberated over candidates to appoint to the Arts Ad Hoc Committee and to fill the Planning and Economic Development Commission Vacancy.

7. ADJOURNMENT – To Scheduled Regular City Council Meeting

At 7:11 p.m., the City Council adjourned the meeting to the scheduled regular City Council Meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

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

**TUESDAY, September 12, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the meeting to order at 7:18 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Truong, Garcia, Martin Del Campo, Schulz
Councilmembers Absent: Finlay
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Jason Golding, Planning Manager
Salina Bautista, Building Permit Technician

2. PLEDGE TO THE FLAG

The flag salute was led by Duarte Unified School District Superintendent Dr. Gordon Amerson.

3. ADOPTION OF THE AGENDA

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

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

4. SPECIAL ITEMS

A. Proclamation recognizing September 2023 as National Suicide Prevention Month in the City of Duarte

Mayor Schulz presented a proclamation for September 2023 to be declared National Suicide Prevention Month.

Ulises Gutierrez, from iNSPIRE, accepted the proclamation, expressed importance of mental health, and shared a few words about community partnerships and resources for suicide prevention.

B. Proclamation recognizing September 2023 as Childhood Cancer Awareness Month in the City of Duarte

Mayor Schulz also presented a proclamation for September 2023 to be declared Childhood Cancer Awareness Month.

C. Community Development Department Update

Community Development Director Hensley provided a department update; he reported on the progress of the installation of the Route 66 Art piece.

D. Parks and Recreation Department Update

Parks and Recreation Director Enriquez reported on the upcoming annual City picnic, upcoming fall activities, and the agencies working on the Fish Canyon Falls trail renovations.

E. Duarte Unified School District Update

Superintendent Amerson provided a school district update; he reported on the Andres Duarte Consolidation Project and the relocation of students and staff in 2022 to other district schools; and reported on potential joint occupancy development of the site and how the district is exploring options to generate revenue for the district and maximize community benefit.

5. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS**

Joanna Gee, from Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

6. **ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA**

None.

7. **CONSENT CALENDAR**

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – August 22, 2023 Regular Meeting. (CC/HA/FA)
- D. Approval of Warrants – September 12, 2023. (CC/HA/FA)
- E. Receive and file the Community Development Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Authorization of the Notice of Completion for the Roof Replacement for Fitness Center Building – Project 23-01; and approval of a Budget Amendment in the amount of \$187,038.
- H. Authorization of the Notice of Completion for the Senior Center Flooring Replacement – Project 23-10 in the amount of \$98,769.50.

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

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

8. **ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION**

None.

9. **PUBLIC HEARINGS**

A. First Reading of Ordinance No. 920 for City Council Salary Adjustment

City Attorney Phan gave a staff report; she reported that the Duarte City Council has not received a salary increase in 18 years; and stated that if approved, the salary adjustment would not go into effect until December 2024.

Mayor Schulz opened the public hearing at 8:04 p.m.

Steve Hernandez expressed his support for the city council salary increase.

Mayor Schulz closed the public hearing at 8:06 p.m.

Moved by Mayor Pro Tem Truong, seconded by Councilmember Lewis, and carried by the following vote of the Council to conduct a public hearing and receive public testimony, and discuss and approve first reading of Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code Section 36516.

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

10. BUSINESS ITEMS

A. Professional Services Agreement with LPA for Fitness Center and Aquatic Preliminary Assessment

Parks and Recreation Director Enriquez provided a staff report; and discussed the current condition of the City's aquatic center.

Arash Izadi, from LPA, Inc., and Michelle Gable, from Aquatic Design Group, briefly provided an assessment summary; it was reported that pool plastering is nearing its 10-year life expectancy; recommendations for ADA improvements were presented; and a cost summary breakdown was given.

Director Enriquez addressed the significance of the proposed improvements to avoid cascading effects.

The Council inquired about whether ADA services were currently being provided to the public at the aquatic center and ADA compliance.

Assistant City Manager Petersen clarified that the aquatic center was accessible and in compliance with ADA standards as grandfathered, however she pointed out that ADA standards change annually and if substantial re-construction were to take place, the facility would be required to meet all of the most current ADA requirements, similar to the recent reconstruction of the Civic Center Courtyard.

In response to questions posed by Council, Assistant City Manager Petersen reported that \$4.7 million from COVID-19 relief funds are still available in fund balance; she provided other options for funding the improvements recommended by the consultant.

Discussion ensued regarding the necessity of the proposed improvements, the cost of the proposed improvements, fiscal responsibility, status of current ADA compliance, and obtaining quotes.

The City Council provided direction to Staff to conduct an RFP for the project of the presented scope.

B. Discussion and Appointment of Freeway Walls and Utility Boxes Arts Ad Hoc Committee and a Planning and Economic Development Commissioner to fill an existing vacancy

Mayor Schulz reported that the Council interviewed candidates for the Arts Ad Hoc Committee and the Planning and Economic Development Commission. She announced the following appointments to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee:

Alan Heller
Martin Calderon
Livier Martinez
Lauren Peterson

Chloe West
Brian Quandt
Debbie Ortiz
Gabriela Untermayerova.

She announced the following appointment to fill the Planning and Economic Development Commissioner vacancy:

Luz Yesenia Paez

Moved by Councilmember Kang, seconded by Councilmember Garcia, and carried by the following vote of the Council to appoint the selected candidates to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee and Planning and Economic Development Commission vacancy.

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

*Councilmember Garcia inquired about appointing members of the City Council to the Arts Ad Hoc Committee.

City Attorney Phan clarified that the Council may appoint up to three members of the City Council to the Arts Ad Hoc Committee.

Moved by Councilmember Lewis, seconded by Mayor Pro Tem Truong, and carried by the following vote of the Council to appoint Councilmember Samuel Kang and Councilmember Cesar Garcia to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee and Planning and Economic Development Commission vacancy.

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

C. Authorization for the City Manager to execute a Market License Agreement Amendment Number 1 with Service Line Warranties of America Inc.

City Manager Villalobos provided a staff report, stating that Service Line Warranties of America offers the program to Duarte residents; and clarified that the program is optional and is not offered through the City.

Moved by Mayor Pro Tem Truong, seconded by Councilmember Lewis, and carried by the following vote of the Council to authorize the City Manager to execute a Market License Agreement Amendment Number 1 with Service Line Warranties of America, Inc. administered by Utility Service Partners, Inc. for the National League of Cities Service Line Warranty Program for residential water, sewer, and in-home plumbing.

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

*Council backtracked to Business Item 10B.

D. Approval of Amendment No. 3 of the Memorandum Agreement for Participation in the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery program

Assistant to the City Manager Rangel provided a staff report. He reported that Amendment No. 3 would allocate remaining funding of Cal Recycle grant funding to operate the Regional Food Recovery Hub.

Moved by Mayor Pro Tem Truong, seconded by Councilmember Garcia, and carried by the following vote of the Council to authorize the City Manager to execute Amendment No. 3 of the Memorandum of Agreement for Participation in the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery program.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Mayor Schulz asked Councilmembers, Staff, and all meeting attendees to state one thing they were grateful for.

Mayor Pro Tem Truong reported that he attended the California JPIA conference and briefly talked about the sessions he attended.

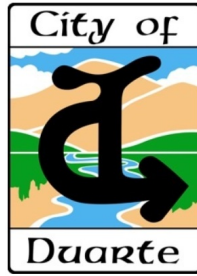
Councilmember Kang reported that he attended a San Gabriel Valley Council of Governments Transportation Committee meeting, and he briefly shared a few topics that were discussed.

13. ADJOURNMENT

At 9:33 p.m. the City Council adjourned the meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk



ITEM: 7.D

Approval of Warrants - September 26, 2023 (CC/HA/FA)

Recommended Action:

It is recommended that the City Council approve the September 26, 2023 warrants.

Attachments:

[7D - CC Warrant Register by Account 9-26-23.pdf](#)

[7D - CC Warrant Register by Vendor 9-26-23.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-2012	CITY OF HOPE	Pmt #2021-355 Permit Refund	219055		1.00
100-2013	CITY OF HOPE	Pmt #2021-355 Permit Refund	219055		4.20
100-4201	CITY OF HOPE	Pmt #2021-355 Permit Refund	219055		830.90
100-4901	CITY OF HOPE	Pmt #2021-355 Permit Refund	219055		634.80
100-1205-7636	TOM'S CLOTHING & UNIFOR...	CSO N Sanchez Uniform Shirt	3712		60.63
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	219043		175.00
100-1610-8100	DANNY LETNER INC	Fitness Center Roof Replacement 6/2023	219048		139,811.00
100-2127	DANNY LETNER INC	Retention	219048		-6,990.55
100-1405-7969	RKA CONSULTING GROUP	FY24 LLMD Assessment 6/2023	3702		520.00
100-1010-7685	GRANICUS INC	Credit-Meeting Efficinecy Suite	3690		-4,678.74
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3708		59.59
100-1205-7610	LARRY BRECEDA	NHSC Conference Meal Reimbursement	219040		33.80
100-1610-7652	LAWRENCE E MARINO SEPER...	Twice a Week Pool Service/Maintenance 7/2023	3692		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Pool Chemicals 7/2023	3692		91.51
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3689		805.25
100-1010-7685	GRANICUS INC	Agenda & Meeting Management Set-up/Services	3690		4,342.08
100-1605-7732	CROWN TROPHY OF SANTA C...	City Picnic Car Show Trophy	219046		500.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3708		289.09
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Prizes	219058		1,800.00
100-1605-7733	THEODORE SIEGEL	SC 'The Lady Eve' Screening/Presentation	219070		150.00
100-1610-7616	SCMAF-SAN GABRIEL VALLEY	Summer 2023 SCMAF Swim Meets	219069		780.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 7/2023	3686		1,135.58
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 8/6/2023 - 8/19/2023	3680		4,437.54
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Futsal Supplies	3683		359.18
100-1205-7761	DATA TICKET INC	Admin Citation Processing 7/2023	3686		2,590.33
100-1205-7761	DATA TICKET INC	DUI Processing 7/2023	3686		167.40
100-1605-7614	ULINE INC	Fitness Ctr Office Chairs	3714		782.25
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routine Maintenance	219037		168.00
100-1020-7713	AIR-TRO INC	Museum HVAC Routine Maintenance	219037		186.00
100-1610-7652	AIR-TRO INC	City Yard HVAC Rountine Maintenance	219037		136.00
100-1605-7614	STAPLES ADVANTAGE	SC Calendars	3708		58.06
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD (Salina) Printer Maint 7/27/23 - 8/26/23	219042		99.68
100-1605-7756	ANCOM GROUP INC	Instructor Fee-SC Computer Adventure (Summer 2023)	3678		420.00
100-1825-7613	GRAND PRINTING INC	Business Cards	219052		375.73
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 8/2023	3697		232.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3684		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3684		9.31
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	3716		596.68

Council Warrant Register By Account

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 7/2023	219059		796.80
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 7/2023	219059		1,114.59
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 7/2023	219059		430.45
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 7/2023	219059		2,275.45
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 7/2023	219059		7,289.96
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 7/2023	219059		121.56
100-1605-7732	THE SAUCE CREATIVE SERVICE...	City Picnic Promotional Content	3710		1,644.54
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3689		663.29
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun (Summer 2023)	3694		210.00
100-1610-7652	AIR-TRO INC	Royal Oaks Park Bldg HVAC Routine Service/Maint	219037		368.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Park RR Plumbing Repairs	3679		550.00
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork	3696		2,500.00
100-1010-7685	GRANICUS INC	CC Mtg Streaming & Agenda Mgmt 10/1/23 - 9/30/24	3690		18,979.40
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano (Summer 2023)	3694		595.00
100-1610-7652	LAWRENCE E MARINO SEPER...	Twice a Week Pool Service/Maintenance 8/2023	3692		1,950.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3708		129.49
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3708		98.10
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 8/2023	3707		3,673.57
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern Printer Maint 5/31/23 - 8/30/23	219042		102.07
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 8/2023	219066		80.00
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	219051		114.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	219051		96.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	219051		36.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	219051		24.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Design/Flipbook	3710		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Postage	3710		1,731.04
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Publication (Print)	3710		8,550.60
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC TaiQi-QiGong (Summer 2023)	3713		378.00
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	219049		140.00
100-1815-8011	CANON SOLUTIONS AMERICA ...	Lg Format Printer Computer Screen	219042		4,308.39
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2023	3709		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2023	3709		464.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Cloud Connect SIP & E911 Bundle 10/2023	3709		316.25
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 10/2023	3709		653.29
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 10/2023	3709		652.74
100-1025-7701	AREA D CIVIL DEFENSE/DISAS...	FY24 Area D Civil Defense Dues	219038		1,287.42
100-1610-7652	DARRELL RAY CARROLL	Public Safety Locker Repair	219044		205.00
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Print Maint 7/23/23 - 8/22/23	219042		36.87
100-1610-8100	DANNY LETNER INC	Fitness Center Roof Replacement	219048		25,067.00

Council Warrant Register By Account

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-2127	DANNY LETNER INC	Retention	219048		-1,253.35
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 8/1/2023 - 8/31/2023	3711		215.61
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681	250016-Oper of Acq Prop-122...	58.55
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 8/2023	3685		75.00
100-1610-7652	BRIGHTVIEW PAINTING COM...	Senior Ctr Dining Room Painting	219041		2,458.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 10/1/23 - 10/31/23	3700		173.84
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	219072		3,974.23
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 9/1/2023 - 9/30/2023	BD24-0296		384.00
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 9/1/2023 - 9/30/2023	BD24-0295		410.00
100-1410-7650	WALLACE SIGN COMPANY	Vehicle #7 Decals	3715		52.06
100-1610-7650	WALLACE SIGN COMPANY	Vehicle #6 & 20	3715		120.13
100-1410-7650	AUTOZONE	Vehicle #2 Battery Replacement	219039		345.75
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3684		18.42
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3684		45.52
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 8/2023	3701		1,492.50
100-1605-7737	SMART & FINAL	SC Doheny Beach Supplies	3705		270.51
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 9/01/2023 - 11/30/2023	BD24-0297		228.78
100-1020-7713	BAY ALARM COMPANY	Museum Burglary Monitor 9/01/2023 - 11/30/2023	BD24-0298		189.00
100-1405-8100	LANDSCAPE WAREHOUSE III	Irrigation-Route 66 Sign Project	3691	202317/1405-8100-Other Cap ..	345.34
100-1610-8100	QUALITY FENCE CO INC	Change Order 1	219065	202215-Other Cap Improv-City..	3,980.00
100-1610-8100	QUALITY FENCE CO INC	City Yard Fence & Gate Replacement	219065	202215-Other Cap Improv-City..	50,602.50
100-2127	QUALITY FENCE CO INC	Retention	219065	202215-Retention-Gate Repla...	-2,729.13
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 8/2023	3682		128.00
100-1805-7610	KRISTEN PETERSEN	CJPIA Risk Mgmt Conference Expenses Reimbursement	3699		911.88
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	3705		166.12
100-1605-7733	SMART & FINAL	SC Survivor Event Refreshments	3705		207.97
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	219063		398.97
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 7/2023	3693		353.02
100-1205-7650	STEVE RICHARD ENTERPRISES ...	Vehicle #29 Lift Gate/Rear Bumper/Lights	219071		5,516.26
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3708		93.98
100-1605-7980	SMART & FINAL	Rejoice Celebration Supplies	3705		20.16
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Futsal Jerseys	3683		879.08
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports LAS Jerseys	3683		1,584.55
100-1805-7653	SECTRA SECURITY INC	September 2023 Courier Pickup	3704		314.88
100-1610-7652	DARRELL RAY CARROLL	Cnty Ctr Door Lock Repair	219044		245.00
100-1205-7650	AUTOZONE	Vehicle #29 Battery	219039		225.80
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	219047		8.54
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboarding (Fall 2023)	3698		220.50
100-1205-7655	EVERBRIDGE INC	Nixle 9/28/2023 - 9/27/2024	3687		4,000.00
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sales Tax Audit 7/2023 - 9/2023	219054		1,771.82
100-1610-7652	DARRELL RAY CARROLL	Key Copies	219044		99.23
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3684		25.69

Council Warrant Register By Account

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3684		9.31
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2023	3686		1,258.06
100-1205-7761	DATA TICKET INC	DUI Processing 8/2023	3686		6.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2023	3686		1,870.64
100-1010-7610	MAX'S MEXICAN CUISINE	Tri-Cities Meeting Catering 9/18/2023	219057		379.54
100-1605-7732	KYLE KOLLER	City Picnic 9/23/2023 Sound System	219036		2,000.00
100-1610-7618	DUARTE RECREATION PETTY ...	Co2 Tank Fill	219050		48.84
100-2120	LUCILA OSORIO	TC Rent Deposit Refund	219061		300.00
100-2120	RENYMED	ROP Bldg Rent Deposit Refund	219067		150.00
100-2120	AMANDA SAGER	SC Rent Deposit Refund	219068		500.00
100-2120	JORGE ZAVALA	CC Rent Deposit Refund	219073		500.00
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Volleyball Jerseys	3683		3,034.24
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2023	3695		12,500.00
100-1010-7980	TONY HAYNES	City Manager Office Flag	219053		300.00
100-1010-7610	CHRISTINE SOO	Technical Training for Clerks Expenses	3706		277.32
100-1610-8100	PUB CONSTRUCTION INC	Repairs to City Property (Damage PO #23-0041-R1)	219064		18,720.00
100-2120	PACIFIC PRODUCTION SERVIC...	Film Deposit Refund-Carmax Duarte (Pmt #23-02)	219062		500.00
100-1605-7732	BUBBLEMANIA AND COMPAN...	City Picnic Entertainment	219035		265.00
Fund 100 - GENERAL FUND Total:					372,258.75
Fund: 220 - GAS TAX FUN					
220-2205-8060	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	3717		2,238.00
Fund 220 - GAS TAX FUN Total:					2,238.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Huntington Dr	3703		130.00
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Park Turf Gopher Control 7/2023	219045		209.05
240-2410-7909	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	3717		3,190.50
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		1,173.18

Council Warrant Register By Account

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	3681		702.50
240-2425-7887	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hearthstone LLD	3691		158.08
240-2425-7887	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hearthstone LLD	3691		124.85
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					32,805.94
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Srvcs – Duarte Park Revitalization 7/2023	219060	202213-Capial Exp-Duarte Par...	8,169.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					8,169.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7788	INLAND EMPIRE STAGES LTD	Excursion Transporation Lyon Air Museum 7/6/2023	219056		1,000.00
440-4405-8013	FOOTHILL TRANSIT	53rd Installment of 3rd Bus 8/2023	3688		3,887.05
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 7/2023	219059		286.23
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	219051		24.00
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	219072		369.70
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2023	3688		30,662.48
440-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2023	3688		-1,164.43
Fund 440 - PROPOSITION A TRANSIT FUND Total:					35,065.03
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7788	INLAND EMPIRE STAGES LTD	Excursion Transporation Lyon Air Museum 7/6/2023	219056		382.70
460-4605-8013	FOOTHILL TRANSIT	53rd Installment of 3rd Bus 8/2023	3688		3,180.31
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	219072		277.27
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2023	3688		25,087.48
460-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2023	3688		-952.72
460-4605-7788	INLAND EMPIRE STAGES LTD	Excursion Transportation-Doheny Beach 9/7/23	219056		1,308.00
Fund 460 - PROPOSITION C TRANSIT FUND Total:					29,283.04
Grand Total:					479,820.26

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	372,258.75
220 - GAS TAX FUN	2,238.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	32,805.94
400 - PARK DEVELOPMENT GRANT FUND	8,169.50
440 - PROPOSITION A TRANSIT FUND	35,065.03
460 - PROPOSITION C TRANSIT FUND	29,283.04
Grand Total:	479,820.26

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	656.86
100-1010-7670	Legal Notices	3,673.57
100-1010-7685	Technology Services	18,642.74
100-1010-7980	Other Expenses	300.00
100-1020-7713	Historical Museum Bldg...	603.78
100-1020-7724	Post Office Parking	161.58
100-1025-7701	Area D Civil Defense	1,287.42
100-1205-7610	Travel, Mtgs & Conf	33.80
100-1205-7614	Office Supplies	289.09
100-1205-7636	Uniforms	60.63
100-1205-7650	Vehicle Maintenance	8,131.51
100-1205-7655	Emergency Services	4,215.61
100-1205-7761	Parking Ticket Collect	7,028.01
100-1205-7780	Animal Control	232.00
100-1205-7781	Contract Law Enforceme...	7,385.96
100-1205-7782	Crossing Guard Contract...	4,437.54
100-1205-7784	Prisoner Maintenance	353.02
100-1405-7614	Office Supplies	93.98
100-1405-7650	Vehicle Maintenance	157.56
100-1405-7800	Building Department Ser...	794.00
100-1405-7969	City Engineer	520.00
100-1405-8100	Other Capital Improvem...	345.34
100-1410-7650	Vehicle Maintenance	1,536.40
100-1410-7814	Graffiti Removal	3,974.23
100-1415-7916	Landscape-Sport Park	2,009.15
100-1500	Advances	1,800.00
100-1605-7614	Office Supplies	899.90
100-1605-7636	Uniforms	8.54
100-1605-7650	Vehicle Maintenance	430.45
100-1605-7732	City Picnic	4,409.54
100-1605-7733	Senior Center	672.97
100-1605-7735	Teen Center	166.12
100-1605-7736	Youth & Adult Recreatio...	430.50
100-1605-7737	Adult Excursions	270.51
100-1605-7739	Publicity	17,931.64
100-1605-7741	Sports/Playground Progr...	5,857.05
100-1605-7745	Boxing Program	398.97
100-1605-7756	Senior Recreation Classes	1,393.00
100-1605-7980	Other Expenses	20.16
100-1610-7616	Pool Supplies	780.00
100-1610-7617	Pool Chemicals	1,560.05
100-1610-7618	Building Supplies	645.52
100-1610-7636	Uniforms	69.80
100-1610-7650	Vehicle Maintenance	916.93
100-1610-7652	Building Maint Services	8,367.21
100-1610-8100	Other Capital Improvem...	238,180.50
100-1805-7610	Travel, Mtgs & Conf	911.88

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7614	Office Supplies	129.49
100-1805-7653	Bank Charges	314.88
100-1805-7654	Audit Services	2,500.00
100-1805-7965	Professional Services	1,771.82
100-1810-7660	Other Services	203.00
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,086.48
100-1815-7965	Professional Services	12,500.00
100-1815-8011	Computer Equipment (C...	4,308.39
100-1825-7613	Duplications And Photos	473.83
100-1825-7631	Equipment Maintenance	238.62
100-1825-7687	Waste Mgmt Services	1,492.50
100-1825-7945	Operation Of Acq Prop	58.55
100-2012	Green Building Fees Pay...	1.00
100-2013	Strong Motions Fees Pay...	4.20
100-2120	Refundable Deposits	1,950.00
100-2125	Metro Pass Through (TA...	80.00
100-2127	Retention Payable	-10,973.03
100-4201	Building Permits	830.90
100-4901	Plan Check Fees	634.80
220-2205-8060	Sidewalk Improvements ...	2,238.00
240-2410-7662	Other Serv-Citywide	209.05
240-2410-7663	Other Serv-Medians	130.00
240-2410-7909	Tree Trim-Residential	3,190.50
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7887	Repairs & Replacements	282.93
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
400-4005-8041	Park Improvements (Cap...	8,169.50
440-4405-7650	Vehicle Maintenance	310.23
440-4405-7788	Shuttle Services	1,000.00
440-4405-7814	Graffiti Removal	369.70
440-4405-7960	Foothill Transit Operatio...	30,662.48
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-1,164.43
460-4605-7788	Shuttle Services	1,690.70
460-4605-7814	Graffiti Removal	277.27
460-4605-7960	Foothill Tranist Operatio...	25,087.48
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-952.72
Grand Total:		479,820.26

Project Account Summary

Project Account Key	Payment Amount
None	419,393.50
202213-Capial Exp-Duarte Park Improvements	8,169.50

Project Account Summary

Project Account Key	Payment Amount
202215-Other Cap Improv-City Yard/Gate Replacement	54,582.50
202215-Retention-Gate Replacement	-2,729.13
202317/1405-8100-Other Cap Improv-Route 66 Art	345.34
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	479,820.26



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5706 - ABRAHAM MARTINEZ					
100-1605-7736	ABRAHAM MARTINEZ	Instructor Fee-Piano Fun (Summer 2023)	2023-007		210.00
100-1605-7756	ABRAHAM MARTINEZ	Instructor Fee-SC Piano (Summer 2023)	2023-008		595.00
Vendor 5706 - ABRAHAM MARTINEZ Total:					805.00
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routine Maintenance	436635		168.00
100-1020-7713	AIR-TRO INC	Museum HVAC Routine Maintenance	436636		186.00
100-1610-7652	AIR-TRO INC	City Yard HVAC Routine Maintenance	436653		136.00
100-1610-7652	AIR-TRO INC	Royal Oaks Park Bldg HVAC Routine Service/Maint	436769		368.00
Vendor 2061 - AIR-TRO INC Total:					858.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Encanto Park RR Plumbing Repairs	681880		550.00
Vendor 5561 - ALBERTOS PLUMBING Total:					550.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 8/6/2023 - 8/19/2023	87075		4,437.54
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					4,437.54
Vendor: T4721 - AMANDA SAGER					
100-2120	AMANDA SAGER	SC Rent Deposit Refund	R100533		500.00
Vendor T4721 - AMANDA SAGER Total:					500.00
Vendor: 4645 - ANCOM GROUP INC					
100-1605-7756	ANCOM GROUP INC	Instructor Fee-SC Computer Adventure (Summer 2023)	SM23-2		420.00
Vendor 4645 - ANCOM GROUP INC Total:					420.00
Vendor: 0866 - AREA D CIVIL DEFENSE/DISASTER MANAGEMENT					
100-1025-7701	AREA D CIVIL DEFENSE/DISAS...	FY24 Area D Civil Defense Dues	2308		1,287.42
Vendor 0866 - AREA D CIVIL DEFENSE/DISASTER MANAGEMENT Total:					1,287.42
Vendor: 1491 - AUTOZONE					
100-1410-7650	AUTOZONE	Vehicle #2 Battery Replacement	2814098701		345.75
100-1205-7650	AUTOZONE	Vehicle #29 Battery	2814103994		225.80
Vendor 1491 - AUTOZONE Total:					571.55
Vendor: 5805 - BAY ALARM COMPANY					
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 9/01/2023 - 11/30/2023	20779060		228.78
100-1020-7713	BAY ALARM COMPANY	Museum Burglary Monitor 9/01/2023 - 11/30/2023	20792824		189.00
Vendor 5805 - BAY ALARM COMPANY Total:					417.78
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		2,009.15

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120	250016-Oper of Acq Prop-122...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,229.28
Vendor: 5978 - BRIGHTVIEW PAINTING COMPANY					
100-1610-7652	BRIGHTVIEW PAINTING COM...	Senior Ctr Dining Room Painting	1174		2,458.00
Vendor 5978 - BRIGHTVIEW PAINTING COMPANY Total:					2,458.00
Vendor: 6115 - BUBBLEMANIA AND COMPANY LA LLC					
100-1605-7732	BUBBLEMANIA AND COMPAN...	City Picnic Entertainment	9/23/2023		265.00
Vendor 6115 - BUBBLEMANIA AND COMPANY LA LLC Total:					265.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 8/2023	677886		128.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					128.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD (Salina) Printer Maint 7/27/23 - 8/26/23	6005330204		99.68
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern Printer Maint 5/31/23 - 8/30/23	6005355440		102.07
100-1815-8011	CANON SOLUTIONS AMERICA ...	Lg Format Printer Computer Screen	122300322		4,308.39
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Print Maint 7/23/23 - 8/22/23	6005412279		36.87
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					4,547.01
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Futsal Supplies	1205923-IN		359.18
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Futsal Jerseys	1205911-IN		879.08
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports LAS Jerseys	1205914-IN		1,584.55
100-1605-7741	CHALLENGER TEAMWEAR	Youth Sports Volleyball Jerseys	1209017-IN		3,034.24
Vendor 5792 - CHALLENGER TEAMWEAR Total:					5,857.05
Vendor: 6482 - CHRISTINE SOO					
100-1010-7610	CHRISTINE SOO	Technical Training for Clerks Expenses	9/12/23-9/15/23		277.32
Vendor 6482 - CHRISTINE SOO Total:					277.32
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC TaiQi-QiGong 7 (Summer 2023)			378.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					378.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4165921207		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4165921207		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4166658849		18.42
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4166658849		45.52
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4167467599		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4167467599		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					133.94
Vendor: T2336 - CITY OF HOPE					
100-2012	CITY OF HOPE	Pmt #2021-355 Permit Refund	R90645/91696		1.00
100-2013	CITY OF HOPE	Pmt #2021-355 Permit Refund	R90645/91696		4.20
100-4201	CITY OF HOPE	Pmt #2021-355 Permit Refund	R90645/91696		830.90
100-4901	CITY OF HOPE	Pmt #2021-355 Permit Refund	R90645/91696		634.80
Vendor T2336 - CITY OF HOPE Total:					1,470.90
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 7/2023	2400345		796.80
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 7/2023	2400346		1,114.59
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 7/2023	2400347		430.45
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 7/2023	2400348		2,275.45

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 7/2023	2400349		7,289.96
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 7/2023	2400351		121.56
Vendor 0903 - CITY OF MONROVIA Total:					12,028.81
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 8/2023	CMC18028		75.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					75.00
Vendor: 6542 - CROWN TROPHY OF SANTA CLARITA					
100-1605-7732	CROWN TROPHY OF SANTA C...	City Picnic Car Show Trophy	29635		500.00
Vendor 6542 - CROWN TROPHY OF SANTA CLARITA Total:					500.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Tags	7074		8.54
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					8.54
Vendor: 6493 - DANNY LETNER INC					
100-1610-8100	DANNY LETNER INC	Fitness Center Roof Replacement 6/2023	64058		139,811.00
100-2127	DANNY LETNER INC	Retention	64058		-6,990.55
100-1610-8100	DANNY LETNER INC	Fitness Center Roof Replacement	64617		25,067.00
100-2127	DANNY LETNER INC	Retention	64617		-1,253.35
Vendor 6493 - DANNY LETNER INC Total:					156,634.10
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Public Safety Locker Repair	24998		205.00
100-1610-7652	DARRELL RAY CARROLL	Cmty Ctr Door Lock Repair	25008		245.00
100-1610-7652	DARRELL RAY CARROLL	Key Copies	25001		99.23
Vendor 5025 - DARRELL RAY CARROLL Total:					549.23
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 7/2023	155162		1,135.58
100-1205-7761	DATA TICKET INC	Admin Citation Processing 7/2023	154508		2,590.33
100-1205-7761	DATA TICKET INC	DUI Processing 7/2023	154519		167.40
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2023	155620		1,258.06
100-1205-7761	DATA TICKET INC	DUI Processing 8/2023	155632		6.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2023	156324		1,870.64
Vendor 5501 - DATA TICKET INC Total:					7,028.01
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	10/2023		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1610-7618	DUARTE RECREATION PETTY ...	Co2 Tank Fill	9142023		48.84
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					48.84
Vendor: 5639 - EVERBRIDGE INC					
100-1205-7655	EVERBRIDGE INC	Nixle 9/28/2023 - 9/27/2024	M77747		4,000.00
Vendor 5639 - EVERBRIDGE INC Total:					4,000.00
Vendor: 6532 - EXTRA SPACE STORAGE INC					
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 9/1/2023 - 9/30/2023	187786236		384.00
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 9/1/2023 - 9/30/2023	187786474		410.00
Vendor 6532 - EXTRA SPACE STORAGE INC Total:					794.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	6155		114.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	6155		96.00

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	6155		36.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	6155		24.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					270.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	149080		805.25
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	149328		663.29
Vendor 4690 - FULLER ENGINEERING INC Total:					1,468.54
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards	112713		375.73
Vendor 5340 - GRAND PRINTING INC Total:					375.73
Vendor: 5347 - GRANICUS INC					
100-1010-7685	GRANICUS INC	Credit-Meeting Efficiency Suite	19823		-4,678.74
100-1010-7685	GRANICUS INC	Agenda & Meeting Management Set-up/Services	169681		4,342.08
100-1010-7685	GRANICUS INC	CC Mtg Streaming & Agenda Mgmt 10/1/23 - 9/30/24	170879		18,979.40
Vendor 5347 - GRANICUS INC Total:					18,642.74
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & A...	Sales Tax Audit 7/2023 - 9/2023	SIN031261		1,771.82
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					1,771.82
Vendor: T4722 - JORGE ZAVALA					
100-2120	JORGE ZAVALA	CC Rent Deposit Refund	R99956		500.00
Vendor T4722 - JORGE ZAVALA Total:					500.00
Vendor: 1592 - KRISTEN PETERSEN					
100-1805-7610	KRISTEN PETERSEN	CJPIA Risk Mgmt Conference Expenses Reimbursement	8/30/23-9/2/23		911.88
Vendor 1592 - KRISTEN PETERSEN Total:					911.88
Vendor: 6428 - KYLE KOLLER					
100-1605-7732	KYLE KOLLER	City Picnic 9/23/2023 Sound System	DUA004		2,000.00
Vendor 6428 - KYLE KOLLER Total:					2,000.00
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1405-8100	LANDSCAPE WAREHOUSE III	Irrigation-Route 66 Sign Project	4188473	202317/1405-8100-Other Cap ..	345.34
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					345.34
Vendor: 4206 - LARRY BRECEDA					
100-1205-7610	LARRY BRECEDA	NHSC Conference Meal Reimbursement	0117		33.80
Vendor 4206 - LARRY BRECEDA Total:					33.80
Vendor: 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST					
100-1610-7652	LAWRENCE E MARINO SEPER...	Twice a Week Pool Service/Maintenance 7/2023	231070701		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Pool Chemicals 7/2023	231070702		91.51
100-1610-7652	LAWRENCE E MARINO SEPER...	Twice a Week Pool Service/Maintenance 8/2023	231070801		1,950.00
Vendor 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST Total:					3,991.51
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7784	LOS ANGELES COUNTY SHERIF...	Prisoner Maintenance 7/2023	240363VL		353.02
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					353.02
Vendor: T4557 - LUCILA OSORIO					
100-2120	LUCILA OSORIO	TC Rent Deposit Refund	R100129		300.00
Vendor T4557 - LUCILA OSORIO Total:					300.00

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Prizes	10/21/2023		1,800.00
Vendor 4422 - MARILYN MAYS Total:					1,800.00
Vendor: 5711 - MAX'S MEXICAN CUISINE					
100-1010-7610	MAX'S MEXICAN CUISINE	Tri-Cities Meeting Catering 9/18/2023	2023CD01		379.54
Vendor 5711 - MAX'S MEXICAN CUISINE Total:					379.54
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2023	13695		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LLP	FY23 Year End Fieldwork	14333		2,500.00
Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:					2,500.00
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 8/2023	3092373		232.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					232.00
Vendor: T3809 - PACIFIC PRODUCTION SERVICES					
100-2120	PACIFIC PRODUCTION SERVIC...	Film Deposit Refund-Carmax Duarte (Pmt #23-02)	R100455		500.00
Vendor T3809 - PACIFIC PRODUCTION SERVICES Total:					500.00
Vendor: 6355 - PACIFIC SKATE SCHOOL LLC					
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Instructor Fee-Skateboarding (Fall 2023)	9112023		220.50
Vendor 6355 - PACIFIC SKATE SCHOOL LLC Total:					220.50
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 10/1/23 - 10/31/23	1613447		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 5489 - PRO BOXING EQUIPMENT					
100-1605-7745	PRO BOXING EQUIPMENT	TC Boxing Equipment	003200		398.97
Vendor 5489 - PRO BOXING EQUIPMENT Total:					398.97
Vendor: 6425 - PUB CONSTRUCTION INC					
100-1610-8100	PUB CONSTRUCTION INC	Repairs to City Property (Damage PO #23-0041-R1)	304941		18,720.00
Vendor 6425 - PUB CONSTRUCTION INC Total:					18,720.00
Vendor: 6397 - QUALITY FENCE CO INC					
100-1610-8100	QUALITY FENCE CO INC	Change Order 1	50985	202215-Other Cap Improv-City..	3,980.00
100-1610-8100	QUALITY FENCE CO INC	City Yard Fence & Gate Replacement	50985	202215-Other Cap Improv-City..	50,602.50
100-2127	QUALITY FENCE CO INC	Retention	50985	202215-Retention-Gate Repla...	-2,729.13
Vendor 6397 - QUALITY FENCE CO INC Total:					51,853.37
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 8/2023	122887		1,492.50
Vendor 6372 - R3 CONSULTING GROUP Total:					1,492.50
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 8/2023	6020958		80.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					80.00
Vendor: T4720 - RENYMED					
100-2120	RENYMED	ROP Bldg Rent Deposit Refund	R100530		150.00
Vendor T4720 - RENYMED Total:					150.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	FY24 LLMD Assessment 6/2023	33760		520.00
Vendor 0904 - RKA CONSULTING GROUP Total:					520.00

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	9/28/2023		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 0282 - SCMAF-SAN GABRIEL VALLEY					
100-1610-7616	SCMAF-SAN GABRIEL VALLEY	Summer 2023 SCMAF Swim Meets	SW23DUARTE		780.00
Vendor 0282 - SCMAF-SAN GABRIEL VALLEY Total:					780.00
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	September 2023 Courier Pickup	23090623		314.88
Vendor 6277 - SECTRAN SECURITY INC Total:					314.88
Vendor: 0209 - SMART & FINAL					
100-1605-7737	SMART & FINAL	SC Doheny Beach Supplies	161755		270.51
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	901044		166.12
100-1605-7733	SMART & FINAL	SC Survivor Event Refreshments	950355		207.97
100-1605-7980	SMART & FINAL	Rejoice Celebration Supplies	099199		20.16
Vendor 0209 - SMART & FINAL Total:					664.76
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 8/2023	571632		3,673.57
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					3,673.57
Vendor: 2688 - STAPLES ADVANTAGE					
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3542910407		59.59
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3545444772		289.09
100-1605-7614	STAPLES ADVANTAGE	SC Calendars	3546123096		58.06
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3546581806		129.49
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3546581806		98.10
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3547282995		93.98
Vendor 2688 - STAPLES ADVANTAGE Total:					728.31
Vendor: 6541 - STEVE RICHARD ENTERPRISES INC					
100-1205-7650	STEVE RICHARD ENTERPRISES ...	Vehicle #29 Lift Gate/Rear Bumper/Lights	2554		5,516.26
Vendor 6541 - STEVE RICHARD ENTERPRISES INC Total:					5,516.26
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	17887		3,974.23
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,974.23
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7732	THE SAUCE CREATIVE SERVICE...	City Picnic Promotional Content	6395		1,644.54
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Design/Flipbook	6402		7,650.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Postage	6403		1,731.04
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Fall 2023 City News Publication (Print)	6404		8,550.60
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					19,576.18
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 10/2023	21890		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 10/2023	21891		464.20
100-1815-7830	THE TECHNOLOGY DEPOT INC	Cloud Connect SIP & E911 Bundle 10/2023	21892		316.25
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 10/2023	21893		653.29
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 10/2023	21894		652.74
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,694.78

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	SC 'The Lady Eve' Screening/Presentation	9/21/2023		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 8/1/2023 - 8/31/2023	848881371		215.61
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					215.61
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORM...	CSO N Sanchez Uniform Shirt	23430		60.63
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					60.63
Vendor: 4480 - TONY HAYNES					
100-1010-7980	TONY HAYNES	City Manager Office Flag	6012023		300.00
Vendor 4480 - TONY HAYNES Total:					300.00
Vendor: 5907 - ULINE INC					
100-1605-7614	ULINE INC	Fitness Ctr Office Chairs	167619181		782.25
Vendor 5907 - ULINE INC Total:					782.25
Vendor: 5935 - WALLACE SIGN COMPANY					
100-1410-7650	WALLACE SIGN COMPANY	Vehicle #7 Decals	22382		52.06
100-1610-7650	WALLACE SIGN COMPANY	Vehicle #6 & 20	22382		120.13
Vendor 5935 - WALLACE SIGN COMPANY Total:					172.19
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Building Maintenance Supplies	81935548		596.68
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					596.68
Fund 100 - GENERAL FUND Total:					372,258.75
Fund: 220 - GAS TAX FUN					
Vendor: 1521 - WEST COAST ARBORISTS INC					
220-2205-8060	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	204407		2,238.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					2,238.00
Fund 220 - GAS TAX FUN Total:					2,238.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		681.41
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		6,807.23
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		1,173.18

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 9/2023	8558120		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Park Turf Gopher Control 7/2023	240162		209.05
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					209.05
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2425-7887	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hearthstone LLD	4188475		158.08
240-2425-7887	LANDSCAPE WAREHOUSE III	Irrigation Repair-Hearthstone LLD	4188494		124.85
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					282.93
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Huntington Dr	9843		130.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					130.00
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7909	WEST COAST ARBORISTS INC	Tree Removal & Residential Pruning	204407		3,190.50
Vendor 1521 - WEST COAST ARBORISTS INC Total:					3,190.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					32,805.94
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Svcs – Duarte Park Revitalization 7/2023	0082466	202213-Capial Exp-Duarte Par...	8,169.50
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					8,169.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					8,169.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 7/2023	2400350		286.23
Vendor 0903 - CITY OF MONROVIA Total:					286.23
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 8/2023	6155		24.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					24.00
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	53rd Installment of 3rd Bus 8/2023	SI009677		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2023	SI009702		30,662.48
440-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2023	SI009702		-1,164.43
Vendor 3192 - FOOTHILL TRANSIT Total:					33,385.10
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
440-4405-7788	INLAND EMPIRE STAGES LTD	Excursion Transporation Lyon Air Museum 7/6/2023	60215		1,000.00
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,000.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	17887		369.70
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					369.70
Fund 440 - PROPOSITION A TRANSIT FUND Total:					35,065.03

Council Warrant Register By Vendor

Payment Dates: 9/14/2023 - 9/27/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	53rd Installment of 3rd Bus 8/2023	SI009677		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2023	SI009702		25,087.48
460-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2023	SI009702		-952.72
Vendor 3192 - FOOTHILL TRANSIT Total:					27,315.07
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
460-4605-7788	INLAND EMPIRE STAGES LTD	Excursion Transporation Lyon Air Museum 7/6/2023	60215		382.70
460-4605-7788	INLAND EMPIRE STAGES LTD	Excursion Transportation-Doheny Beach 9/7/23	60033		1,308.00
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,690.70
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2023	17887		277.27
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					277.27
Fund 460 - PROPOSITION C TRANSIT FUND Total:					29,283.04
Grand Total:					479,820.26

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	372,258.75
220 - GAS TAX FUN	2,238.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	32,805.94
400 - PARK DEVELOPMENT GRANT FUND	8,169.50
440 - PROPOSITION A TRANSIT FUND	35,065.03
460 - PROPOSITION C TRANSIT FUND	29,283.04
Grand Total:	479,820.26

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	656.86
100-1010-7670	Legal Notices	3,673.57
100-1010-7685	Technology Services	18,642.74
100-1010-7980	Other Expenses	300.00
100-1020-7713	Historical Museum Bldg...	603.78
100-1020-7724	Post Office Parking	161.58
100-1025-7701	Area D Civil Defense	1,287.42
100-1205-7610	Travel, Mtgs & Conf	33.80
100-1205-7614	Office Supplies	289.09
100-1205-7636	Uniforms	60.63
100-1205-7650	Vehicle Maintenance	8,131.51
100-1205-7655	Emergency Services	4,215.61
100-1205-7761	Parking Ticket Collect	7,028.01
100-1205-7780	Animal Control	232.00
100-1205-7781	Contract Law Enforceme...	7,385.96
100-1205-7782	Crossing Guard Contract...	4,437.54
100-1205-7784	Prisoner Maintenance	353.02
100-1405-7614	Office Supplies	93.98
100-1405-7650	Vehicle Maintenance	157.56
100-1405-7800	Building Department Ser...	794.00
100-1405-7969	City Engineer	520.00
100-1405-8100	Other Capital Improvem...	345.34
100-1410-7650	Vehicle Maintenance	1,536.40
100-1410-7814	Graffiti Removal	3,974.23
100-1415-7916	Landscape-Sport Park	2,009.15
100-1500	Advances	1,800.00
100-1605-7614	Office Supplies	899.90
100-1605-7636	Uniforms	8.54
100-1605-7650	Vehicle Maintenance	430.45
100-1605-7732	City Picnic	4,409.54
100-1605-7733	Senior Center	672.97
100-1605-7735	Teen Center	166.12
100-1605-7736	Youth & Adult Recreatio...	430.50
100-1605-7737	Adult Excursions	270.51
100-1605-7739	Publicity	17,931.64
100-1605-7741	Sports/Playground Progr...	5,857.05
100-1605-7745	Boxing Program	398.97
100-1605-7756	Senior Recreation Classes	1,393.00
100-1605-7980	Other Expenses	20.16
100-1610-7616	Pool Supplies	780.00
100-1610-7617	Pool Chemicals	1,560.05
100-1610-7618	Building Supplies	645.52
100-1610-7636	Uniforms	69.80
100-1610-7650	Vehicle Maintenance	916.93
100-1610-7652	Building Maint Services	8,367.21
100-1610-8100	Other Capital Improvem...	238,180.50
100-1805-7610	Travel, Mtgs & Conf	911.88

Account Summary

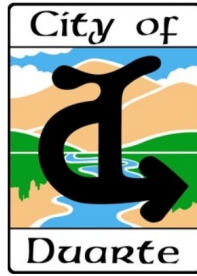
Account Number	Account Name	Payment Amount
100-1805-7614	Office Supplies	129.49
100-1805-7653	Bank Charges	314.88
100-1805-7654	Audit Services	2,500.00
100-1805-7965	Professional Services	1,771.82
100-1810-7660	Other Services	203.00
100-1815-7821	Network & Internet Serv...	608.30
100-1815-7830	Telephone Services	2,086.48
100-1815-7965	Professional Services	12,500.00
100-1815-8011	Computer Equipment (C...	4,308.39
100-1825-7613	Duplications And Photos	473.83
100-1825-7631	Equipment Maintenance	238.62
100-1825-7687	Waste Mgmt Services	1,492.50
100-1825-7945	Operation Of Acq Prop	58.55
100-2012	Green Building Fees Pay...	1.00
100-2013	Strong Motions Fees Pay...	4.20
100-2120	Refundable Deposits	1,950.00
100-2125	Metro Pass Through (TA...	80.00
100-2127	Retention Payable	-10,973.03
100-4201	Building Permits	830.90
100-4901	Plan Check Fees	634.80
220-2205-8060	Sidewalk Improvements ...	2,238.00
240-2410-7662	Other Serv-Citywide	209.05
240-2410-7663	Other Serv-Medians	130.00
240-2410-7909	Tree Trim-Residential	3,190.50
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7887	Repairs & Replacements	282.93
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
400-4005-8041	Park Improvements (Cap...	8,169.50
440-4405-7650	Vehicle Maintenance	310.23
440-4405-7788	Shuttle Services	1,000.00
440-4405-7814	Graffiti Removal	369.70
440-4405-7960	Foothill Transit Operatio...	30,662.48
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-1,164.43
460-4605-7788	Shuttle Services	1,690.70
460-4605-7814	Graffiti Removal	277.27
460-4605-7960	Foothill Tranist Operatio...	25,087.48
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-952.72
Grand Total:		479,820.26

Project Account Summary

Project Account Key	Payment Amount
None	419,393.50
202213-Capial Exp-Duarte Park Improvements	8,169.50

Project Account Summary

Project Account Key	Payment Amount
202215-Other Cap Improv-City Yard/Gate Replacement	54,582.50
202215-Retention-Gate Replacement	-2,729.13
202317/1405-8100-Other Cap Improv-Route 66 Art	345.34
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	479,820.26



ITEM: 7.E

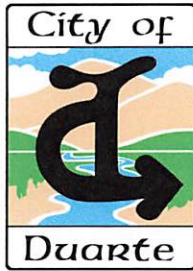
Consideration of Award of Contract for Professional Design Services for the Completion of the Plans, Specifications, and Cost Estimate for the FY 23-24 Street Rehabilitation Project

Recommended Action:

It is recommended that the City Council 1) authorize the City Manager to execute a Professional Services Agreement with Elie Farah Inc. for the FY 23-24 Street Rehabilitation Project Design in the amount of \$33,500.00 and 2) approve a budget amendment of \$8,500 in account number 2225-8100.

Attachments:

[7E - FY 23-24 Street Rehab Project Design Services.pdf](#)



AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for Professional Design Services for the Completion of the Plans, Specifications and Cost Estimate for the FY 23-24 Street Rehabilitation Project and related budget amendment

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Elie Farah Inc. for the FY 23-24 Street Rehabilitation Project Design in the amount of \$33,500.00 and approve a budget amendment of \$8,500 in account number 2225-8100

FISCAL IMPACT: This project was included in the adopted FY 2023-24 budget with a \$25,000 estimate, so this agreement will increase costs by \$8,500

BACKGROUND

The Public Works Division updates the Pavement Management Program every three years. In 2021, the citywide pavement study was conducted by Bucknam Infrastructure Group to provide the City with a pavement management study. The pavement management study reviewed each street in the City and provides a pavement condition index (PCI) for each stretch of roadway to assist City staff in determining an optimized priority maintenance and rehabilitation strategy based on a cost/benefit analysis.

The Fiscal Year 23-24 Street Rehabilitation Project consists of the following street segments:

1. Royal Oaks Dr from Bradbourne Ave to Las Lomas Dr
2. Oakhaven Dr from Royal Oaks Dr to End
3. Oakhaven Dr from Mt Olive Dr to Livermont Ln
4. Random Ln from Royal Oaks Dr to End
5. Bashor St from Mt Olive Dr to Crestfield Dr
6. Beardslee St from Mt Olive Dr to Livermont Ln

7. Sesmas St from Mt Olive Dr to Livermont Ln
8. Livermont Ln from Royal Oaks Dr to Sesmas St
9. Edie Dr from North End to South End
10. Crestfield Dr from North End to South End
11. Kellog Ct from Edie Dr to End
12. Las Lomas Rd from Willowglen Dr to End
13. Briar Summit from Las Lomas Rd to End
14. Maynard Dr from Crestfield Dr to Fernley Dr
15. Bloomdale St from Crestfield Dr to Fernley Dr
16. Evergreen St from Highland Ave to Flower Ave
17. Flower Ave from Evergreen St to End
18. Business Center Dr from Highland Ave to Flower Ave
19. Santo Domingo Ave from Business Center Dr to End

DISCUSSION/ANALYSIS

The scope of the services for this project includes professional design services for the preparation of plans, specifications and cost estimates (PS&E) of the FY 23-24 Street Rehabilitation Project. This work requires records research, field review, coordination with utility agencies to identify existing infrastructure and advance notice of the proposed work to avoid cutting into newly paved streets during the moratorium period for planned repairs.

At the request of staff, Elie Farah Inc. (EFI) prepared a proposal to provide the abovementioned services. EFI has provided professional design engineering services for the City for a number of projects in the past, including previous Street Rehabilitation Projects. EFI has extensive knowledge of the City's needs for a project like this and is the best qualified to complete this project.

The proposed cost for all tasks and deliverables is \$33,500.00. The project is budgeted in the 2023-2024 budget at \$25,000, so a budget amendment of \$8,500 is needed.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign a Professional Services Agreement with Elie Farah Inc. for the FY 23-24 Street Rehabilitation Project Design in the amount of \$33,500.00 and approve a budget amendment of \$8,500 in account number 2225-8100.

FISCAL IMPACT

This project was included in the adopted FY 2023-24 budget with a \$25,000 estimate, so this agreement will increase costs by \$8,500.

ATTACHMENTS

Attachment A: Professional Services Agreement with Elie Farah Inc.

Exhibit A: Scope of Services (Proposal)

Exhibit B: Insurance Requirements

Attachment A

[Please see next page]

**CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Elie Farah Inc., a California S-Corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide Design services described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

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

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$33,500.00, based on the Scope of Services set forth in Exhibit A.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

(A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Marvin Carpio
Email: mcarpio@accessduarte.com

If to Contractor:

Elie Farah Inc.
1593 Liberty Dr
Corona, CA 92881
Attn: Elie Farah
Email: efarah@eliefarahinc.com

GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

16. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

17. SEVERABILITY

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

18. INTERPRETATION; ENTIRE AGREEMENT

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

19. CONFLICTS OF INTEREST

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

20. NO THIRD-PARTY BENEFICIARIES

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

21. PARAGRAPH HEADINGS AND SUBHEADINGS

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

22. COUNTERPARTS

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

23. EXECUTION OF CONTRACT

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

24. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

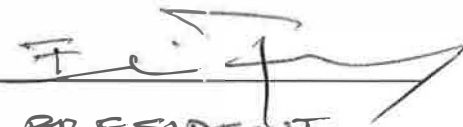
CITY OF DUARTE

CONSULTANT

Brian Villalobos, City Manager

Date: _____

ELIE FARAH INC

By: 

Its: **PRESIDENT**

Date: **8-18-2023**

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

EXHIBIT A

Scope of Services

[Proposal on following page.]



August 16, 2023

Ms. Stephanie Sandoval
Public Works Manager
City of Duarte,
Department of Public Works
1600 Huntington Dr
Duarte, CA 91010
(626)-357-7931 T

Via email

Subject: Proposal for the Professional Design Services For FY 23-24 Street Rehabilitation Project in the City of Duarte

Dear Ms. Sandoval:

Per your request, Elie Farah, Inc. (EFI) is pleased to submit this proposal for providing Professional Civil Engineering Services for the above-referenced project. This estimate is for the preparation of field work and design services.

We look forward to having the opportunity to discuss our qualifications and approach in a greater detail.

This RFP is Valid for 120 days from letterhead date.

Should you have any questions or need additional information, Please call me at (951) 898-0772.

Sincerely,
Elie Farah, Inc.

Elie Farah, MS, PE, PLS, TE, QSD/QSP
Principal Engineer

Purpose, Scope of Work and Fee

The plans would cover various local streets within the City of Duarte shown in the “List of Streets” and “Project Area Map” attached hereto as Exhibit “A” and Exhibit “B” respectively.

SCOPE OF WORK:

The scope of services includes:

A. Project Management/Meetings

EFI will prepare plans in conformance with City Standards, policies, and procedures. EFI will be responsible for maintaining continuous communication with the City Project Manager and ensure project delivery on schedule and within budget. EFI will attend a kick-off meeting with City staff to review project in detail, and determine requirements and procedures for design, ongoing review, and coordination. In consultation with City staff, EFI will determine relevant issues specific to the project, design standards, and funding limits.

Deliverables:

- ✓ Project schedule

A. Utility Notifications and Confirmation

EFI will contact all utility companies within the project limits and request current utility Atlas maps and as-built information. EFI will send current preliminary notices to utility companies in accordance with the City’s procedures. Documentation of contacts and responses will be copied to the City. EFI will prepare utility notices and deliver them to the City for mailing under City letterhead. Utility lines will not be drawn on the street rehabilitation plans.

Deliverables:

- ✓ Spreadsheet log of notices sent to utility companies and responses received.

C. Records Research & Field Review

EFI will obtain available as-built drawings, survey data, and utility contact information from the City. Some documents available to review upon request during Request for Proposal (RFP) Phase. The research may include traffic signal plans, signing, striping, municipal improvements such as water and sewer as-built plans and/or atlases. EFI will verify known underground utilities to avoid conflicts with proposed improvements.

The City to provide EFI with all available record drawings for the street segments

Deliverables:

- ✓ Report potential conflicts between as-builds and existing conditions.

D. Plans, Specifications and Cost Estimate

2 of 8

Elie Farah, Inc

EFI will submit plans, specifications, and cost estimates at levels of completion of approximately 60%, 90%, and 100%. City will provide review comments at all design stages. It is expected that 100% plans will be complete and include comments and input from all stakeholders.

Plans will conform to City standard plans and be prepared utilizing AutoCAD software. All plans will be signed by a registered Civil Engineer, as appropriate.

The product plan set is expected to include, but not limited to, the following:

- Title Sheet/Typical Sections/General Notes
- Construction Plans
- Signing and Striping Plans

The City will provide EFI with its boilerplate specifications and general technical provisions in the current version of Microsoft Word. EFI will be responsible for compiling the project specifications, signed by a Civil Engineer registered in the State of California, which are complete and ready for bidding purposes. EFI will use the latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) and the City of Duarte Standards for this project.

Deliverables:

- ✓ Electronic version of plan submittals at 60%, 90%, and 100% completion milestones
- ✓ Two (2) full size copies of plans submittal at 100% completion (signed and stamp)
- ✓ One (1) full size set of record drawing mylars upon construction completion (As-Built Plans)
- ✓ Electronic files at every milestone (cost estimate must be in excel)
- ✓ One thumb drive or link containing final signed plans (PDF and AutoCAD format), specifications and estimate.

The plans will include streets resurfacing and necessary PCC improvements such as the repair of broken and off-grade curb and gutter, cross gutters, driveway approaches and updating of ADA ramps. The specifications and cost estimate will include bid items for mobilization/demobilization, traffic control, re-establishing of survey monuments including tie-outs, the adjusting of manholes, valves, and replacing of striping/markings.

In summary, EFI will provide all necessary services to the City for a complete PS&E bid package, which is approved by appropriate City Departments and other agencies as necessary, for the bidding of the project.

SCHEDULE

EFI will prepare the PS&E package within 60 working days from the contract execution date or written notice to Proceed.

FEES

FEES					
2023-2024 SB1 Street Rehabilitation Project					
TASK #	TASK DESCRIPTION	HOURS	UNIT PRICE	COST	TOTAL PRICE
1	RESEARCH, DATA COLLECTION, AS NEEDED GPS SURVEY FOR ALIGNMENT, AND FIELD MEASUREMENTS		LS	\$8,900.00	\$8,900.00
2	FIELD CONDITION ASSESSMENT		LS	\$1,500.00	\$1,500.00
3	STREET IMPROVEMENT PLANS 1"=40' SCALE FOR OVERLAY SEGMENTS APPROXIMATELY 18000 LF, (PLAN VIEW WITH DETAILS)		LS	\$14,000.00	\$14,000.00
4	STRIPING PLANS 1"=40' SCALE		LS	\$4,000.00	\$4,000.00
5	MEETINGS & COORDINATION (DESIGN PHASE)		LS	\$800.00	\$800.00
6	UTILITY NOTIFICATIONS & COORDINATION		LS	\$800.00	\$800.00
7	COST ESTIMATE & SPECIFICATIONS		LS	\$1,800.00	\$1,800.00
8	DIGITAL PRINTING, HARD COPIES, AND PROCESSING		LS	\$500.00	\$500.00
9	AS BUILT AND MYLARS		LS	\$1,200.00	\$1,200.00
	DESIGN TOTAL COST			\$33,500.00	\$33,500.00

***Our proposal does not include (Exclusion):					
	SOILS/GEOTECHNICAL REPORTS				
	TRAFFIC CONTROL PLANS. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS TO CITY FOR APPROVAL AS NEEDED				

Compliance with City's Standard Contract and Insurance Requirements

EFI will execute City's Standard Contract & comply with the contract and insurance requirements.

Insurance

- a. EFI will keep in full force and effect, for the full term of the project contract, the following policies:
 - i. Worker's Compensation Insurance to the established California legal limits. City shall be specifically named as an additional insured on the policy or certificate of insurance.
 - ii. Comprehensive Liability (Auto) at limits not less than the following:
 1. Bodily Injury \$1,000,000 combined single limit
 2. Property Damage \$500,000 each occurrence
 - iii. The City will be specifically named as an additional insured on the policy or certificate of insurance.
 1. Professional Liability (Errors and Omissions) with a maximum limit of not less than \$1,000,000 will be maintained for the full term of this Agreement.

Exclusion:

- ✓ Any governmental agency fees, application fees, plan check fees, or any other fees that must be paid to any other parties.
- ✓ Obtaining signatures from other parties on plans, application forms, clearance documents, or other documents.
- ✓ Traffic Control Plans. Contractor shall comply with the WATCH Manual and the CAMUTCD traffic control requirements.
- ✓ The cost of any other professional services that may be required such as, but not limited to soils engineer, geologist, landscape architect, and architects.
- ✓ Any cost for soils or geology report, title report.
- ✓ Construction surveying including horizontal control plan, management and inspection.
- ✓ Any other item of work not specifically listed herein.

Work beyond the scope of work, including conducting additional services, participation in additional meetings, community meetings and public hearings, or detailed drawings, if necessary, will be undertaken only on direction by you or your authorized agent, and will be billed in accordance with the attached fee schedule. Preparation for meeting, waiting and travel time is charged at normal hourly rates and is in addition to time spent at a hearing or meeting.

This proposal shall expire 120 days from the date hereof.

Personnel Hourly rates

ELIE FARAH INC FEE SCHEDULE JANUARY 2023		
TITLE	HOURLY RATE	
Principal Traffic Engineer/Civil Engineer/Principal Surveyor	\$140.00	
Senior Transportation Engineer/Senior Civil/Senior Surveyor	\$135.00	
Traffic/Transportation Engineer	\$115.00	
Project Engineer/Civil Engineer	\$115.00	
Engineering Draftsperson/CADD	\$90.00	
Survey Crew (1-man crew)	\$120.00	
Survey Crew (2-man crew)	\$180.00	
<u>Traffic Counts:</u> 24-hour ADT Count - per direction per day Turning Movement Count - per 2-hr. period-One person Smaller Intersections Turning Movement Count - per 2-hr. period-two persons- Large Intersections Parking Occupancy. Count – per person-hour	\$150.00 \$160.00 \$300.00 \$90.00	
Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as mileage, reproduction, postage, and subcontractor services.		

ATTACHMENT "A"

LIST OF STREETS

Street Name	From	To
ROYAL OAKS DR	BRADBOURNE AVE	OAKHAVEN DR
ROYAL OAKS DR	BRINSEY AVE	VINEYARD AVE
ROYAL OAKS DR	CRESTFIELD DR	FRANCITA AVE
ROYAL OAKS DR	FRANCITA AVE	BRINSEY AVE
ROYAL OAKS DR	LIVERMONT LN	CRESTFIELD DR
ROYAL OAKS DR	MOUNT OLIVE DR	LIVERMONT LN
ROYAL OAKS DR	OAKHAVEN DR	RANDOM LN
ROYAL OAKS DR	RANDOM LN	MOUNT OLIVE DR
ROYAL OAKS DR	VINEYARD AVE	LAS LOMAS RD
OAKHAVEN DR	MOUNT OLIVE DR	LIVERMONT LN
OAKHAVEN DR	RANDOM LN	END ST
OAKHAVEN DR	ROYAL OAKS DR	RANDOM LN
RANDOM LN	OAKHAVEN LN	ROYAL OAKS DR
RANDOM LN	OAKHAVEN LN	END ST
BASHOR ST	EDIE DR	CRESTFIELD DR
BASHOR ST	LIVERMONT LN	EDIE DR
BASHOR ST	MOUNT OLIVE DR	LIVERMONT LN
BEARDSLEE ST	LIVERMONT LN	LIVERMONT LN
BEARDSLEE ST	MOUNT OLIVE DR	LIVERMONT LN
SESMAS ST	MOUNT OLIVE DR	LIVERMONT LN
KELLOGG CT	EDIE DR	END ST
LIVERMONT LN	BASHOR ST	OAKHAVEN DR
LIVERMONT LN	BEARDSLEE ST	BASHOR ST
LIVERMONT LN	OAKHAVEN DR	ROYAL OAKS DR
LIVERMONT LN	SESMAS ST	BEARDSLEE ST
EDIE DR	BASHOR	END ST SOUTH
EDIE DR	BASHOR	END ST NORTH
CRESTFIELD DR	BASHOR ST	END ST SOUTH
CRESTFIELD DR	BASHOR ST	END ST NORTH
LAS LOMAS RD	BRIAR SUMMIT	END ST NO
LAS LOMAS RD	WILLOWGLEN DR	BRIAR SUMMIT
BRIAR SUMMIT	LAS LOMAS RD	END ST
MAYNARD DR	CRESTFIELD DR	FERNLEY DR
BLOOMDALE ST	CRESTFIELD DR	FERNLEY DR
FLOWER AVE	BUSINESS CENTER DR	EVERGREEN AVE
FLOWER AVE	BUSINESS CENTER DR	END ST
EVERGREEN AVE	HIGHLAND AVE	FLOWER AVE
BUSINESS CENTER DR	HIGHLAND AVE	SANTO DOMINGO AVE
BUSINESS CENTER DR	SANTO DOMINGO AVE	FLOWER AVE
SANTO DOMINGO AVE	BUSINESS CENTER DR	END ST

ATTACHMENT "B" PROJECT AREA MAP



EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

(3) Workers' Compensation Insurance providing statutory benefits as required by California law and Employer's Liability Insurance with limits in an amount not less than \$1,000,000.

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

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

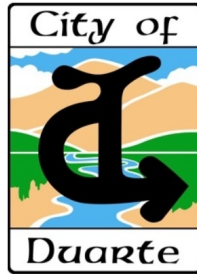
(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

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

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

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

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



ITEM: 7.F

Consideration of Award of Contract for the FY 23-24 Citywide Striping and Marking Project No. 24-2

Recommended Action:

It is recommended that the City Council approve the award of contract for the FY 23-24 Citywide Striping and Marking Project to WGJ Enterprises, Inc. dba PCI in the amount of \$53,367.05.

Attachments:

[7F - Citywide Striping and Marking Project.pdf](#)



Agenda Item:	7F
CM Review:	8-6
Fiscal Review:	JAD

AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Award of Contract for the Fiscal Year 2023-24 Citywide Striping and Marking Project No. 24-2

RECOMMENDATION: It is recommended that the City Council: Approve the award of contract for the FY 2023-24 Citywide Striping and Marking Project to WGJ Enterprises, Inc. dba PCI in the amount of \$53,367.05.

FISCAL IMPACT: This year's Annual Striping and Marking Project was included in the FY 2023-24 Budget and will be funded by Gas Tax allocations from the State of California. The project cost is \$58,703.76 which is the contract amount with ten percent contingency.

BACKGROUND

Staff annually surveys City streets to identify painted curbs, striping, and pavement markings that need maintenance or restoration. The annual Striping and Marking Project consist of the removal of faded conflicting striping and pavement markings, and replacement with thermoplastic material designed to last approximately eight years.

Clear pavement markings are an important safety function on streets and are intended to facilitate the safe and orderly movement of motorists, pedestrians, and bicyclists. This annual project has improved the safety for drivers and pedestrians, thereby becoming an integral part of the City's Risk Management Plan.

DISCUSSION/ANALYSIS

The specifications for this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On September 7, 2023, three (3) bids were submitted electronically. The results are as follows:

1	WGJ Enterprises, Inc. dba PCI	\$53,367.05
2	Superior Pavement Markings Inc	\$90,901.50
3	Sterndahl Enterprises Inc	\$124,655.00

The lowest responsible and responsive bidder is WGJ Enterprises, Inc. dba PCI; they have successfully completed work for the City of Beverly Hills, City of Claremont, and City of Duarte. Most recently, they completed the FY 22-23 Striping and Marking Project for the City. Their federal and State license status has been verified.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances.

RECOMMENDATION

It is recommended that the City Council: Approve the award of contract for the FY 2023-24 Citywide Striping and Marking Project to WGJ Enterprises, Inc. dba PCI in the amount of \$53,367.05.

FISCAL IMPACT

This year's Annual Striping and Marking Project was included in the FY 2023-24 Budget and will be funded by Gas Tax allocations from the State of California. The project cost is \$58,703.76 which is the contract amount with ten percent contingency.

ATTACHMENTS

None

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and WGJ Enterprises Inc. Dba PCI, a [California corporation], (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “City Representative” shall be Stephanie Sandoval, Public Works Manager of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Contractor Services under this Agreement. Contractor shall also maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and

fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

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

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

B. California Labor Code. Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRI/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

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

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other:

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Marvin Carpio
Email: mcarpio@accessduarte.com

If to Contractor:

WGJ Enterprises Inc. dba PCI
975 West 1st Street
Azusa, CA 91702
Attn: William G. Jacob, President

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

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

24. EXECUTION

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

25. NO WAIVER

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies permitted by law, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

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

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

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

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONTRACTOR

WGJ Enterprises Inc. dba PCI

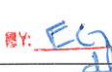
By: _____

William G. Jacob

Its: President _____

Date: 9/20/2023 _____

APPROVED

By: _____ DATE 9/14/2023

ATTEST

Annette Juarez, City Clerk

Date: _____

Its: _____

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for the roadway improvements. The scope of the work includes the removal of existing traffic control devices and installation of new thermoplastic (extrusion type) pavement striping, markings, legends and red curb. Also includes the refreshing of the Teen Center parking lot striping and speed tables.

TO THE CITY OF DUARTE, CALIFORNIA:

The undersigned, and bidder, declares that he/she has carefully examined the location of the proposed work, including additive work, that he/she has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and plans in the time and manner therein prescribed for the unit prices set forth in the following schedule:

PERFORMANCE SCHEDULE:

Construction shall be completed within 20 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B**Budget and Fee Schedule**

Item	Quantity	Unit	Unit Price	Total Price
1 Refresh "STOP" with limit bar	11	EA	\$ 300.00	\$ 3,300.00
2 Refresh Directional Arrow	27	EA	\$ 100.00	\$ 2,700.00
3 Refresh "SLOW SCHOOL XING"	7	EA	\$ 660.00	\$ 4,620.00
4 Refresh "STOP AHEAD"	2	EA	\$ 480.00	\$ 960.00
5 Refresh "KEEP CLEAR" with limit bar	6	EA	\$ 480.00	\$ 2,880.00
6 Remove Existing Improvements and Install White Skip Line, STD Plans A20A Detail 9	500	LF	\$ 1.90	\$ 950.00
7 Remove Existing Improvements and Install No Passing Double Yellow, STD Plans A20A Detail 22	4,350	LF	\$ 2.96	\$ 12,876.00
8 Remove Existing Improvements and Install Median Islands, STD Plans A20B Detail 29	300	LF	\$ 3.76	\$ 1,128.00
9 Remove Existing Improvements and Install Channelizing Line, STD Plans A20D Detail 38	500	LF	\$ 3.48	\$ 1,740.00
10 Refresh Right Edge Line, STD Plans A20B Detail 27B	2,260	LF	\$ 0.68	\$ 1,536.80
11 Refresh Basic Crosswalk, STD Plans A24F	500	LF	\$ 6.00	\$ 3,000.00
12 Remove Existing Improvements and Install Continental Crosswalk, STD Plans A24F	425	LF	\$ 18.65	\$ 7,926.25
13 Refresh 12" White Limit Line	60	LF	\$ 5.00	\$ 300.00
14 Refresh Red Curb	1,600	LF	\$ 0.90	\$ 1,440.00
15 Refresh Teen Center Parking Lot Striping	1	LS	\$ 1,800.00	\$ 1,800.00
16 Blue Raised Markers	18	EA	\$ 20.00	\$ 360.00
17 Modify Intersection to 3-way Stop	1	EA	\$ 5,450.00	\$ 5,450.00
18 Repaint White Speed Table	2	EA	\$ 200.00	\$ 400.00
Total Base Bid				\$ 53,367.05

The bid prices shall include any and all costs, including labor, materials, and all other incidental cost to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete this work per bid and contract documents and applicable standards are assumed to be included in the bid prices.

EXHIBIT B

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger)

in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

- C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.
- D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of

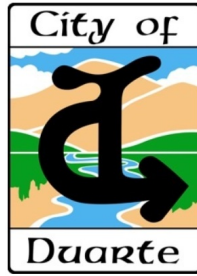
insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.



ITEM: 7.G

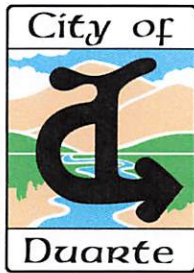
Acceptance of Notice of Completion for City Yard Fence and Gate Replacement - Project 22-5 and Approval of a Budget Amendment

Recommended Action:

It is recommended that the City Council 1) authorize the Notice of Completion for the City Yard Fence and Gate Replacement Project in the amount of \$242,655; and 2) approve a budget amendment of \$54,582.50.

Attachments:

[7G - NOC City Yard Fence and Gate Replacement Project.pdf](#)



Agenda Item:	16
CM Review:	3-1
Fiscal Review:	JP

AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Notice of Completion: City Yard Fence and Gate Replacement – Project 22-5; Budget Amendment

RECOMMENDATION: Staff recommends City Council: 1) Authorize the Notice of Completion for the City Yard Fence and Gate Replacement Project in the amount of \$242,655; and 2) Approve a budget amendment of \$54,582.50.

FISCAL IMPACT: Project budgeted not to exceed \$262,542.50 in FY 2021/22. Due to delays, \$188,072.50 was expended in FY 2022/23 and the final project costs of \$54,582.50 in FY 2023/24 will require a budget amendment to the General Fund (100-1610-8100). Total project costs of \$242,655 is under the original budget amount.

BACKGROUND

On January 11, 2022, City Council awarded the contract for the City Yard Fence and Gate Replacement project to Quality Fence Co. Inc. in the amount of \$238,675, in addition to a ten percent contingency, to replace the location's original perimeter fencing as it served well past its lifespan. Specifically, the project called for the removal and haul away of the existing chain link fence, installation of industrial grade Aristo wrought iron fence - 8' tall with 1" square pickets, and the installation of a matching wrought iron sliding gate with a safety beam, automatic operator, and entry keypad.

The project started in late June of 2022. The majority of the work was completed and \$188,072.50 was paid on the contract in fiscal year 2022/23. However, the project was then stalled as the location's new electrical upgrade plans were held up in review with Southern California Edison (SCE). Although the City's SCE application has cleared engineering, it is currently under review with Metro's Construction Management Department since the plans will require some coordination with Metro to de-energize the rail pedestal for install of new service. Uncertain of the timeline for final project approval, City staff came up with a work around and had upgrades performed to the City's electrical breaker panel in order to complete the installation of the new gate's operating system and support future warning lamps near the location, requiring a change order totaling \$3,980. With the completion of the work, the final amount of \$54,582.50 will be paid in the current fiscal year of 2023/24 and will require a budget adjustment to the General Fund.

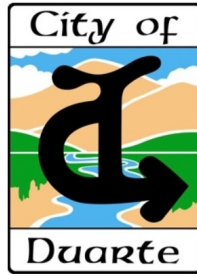
Please note that while the project was delayed and amounts were paid over two fiscal years, the total project costs were less than the original budget approved for the project.

RECOMMENDATION

Staff recommends City Council: 1) Authorize the Notice of Completion for the City Yard Fence and Gate Replacement Project in the amount of \$242,655; and 2) Approve a budget amendment of \$54,582.50.

FISCAL IMPACT

Project budgeted not to exceed \$262,542.50 in FY 2021/22. Due to delays, \$188,072.50 was expended in FY 2022/23 and the final project costs of \$54,582.50 in FY 2023/24 will require a budget amendment to the General Fund (100-1610-8100). Total project costs of \$242,655 is under the original budget amount.



ITEM: 7.H

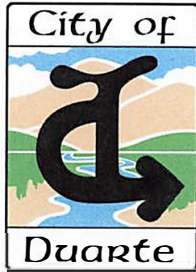
Second Reading and Adoption of Ordinance No. 920 to Increase City Council Salaries

Recommended Action:

It is recommended that the City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

Attachments:

[7H - Ordinance No. 920 Second Reading.pdf](#)



AGENDA REPORT

MEETING DATE: September 26, 2023
TO: Mayor and Members of the City Council
FROM: Thai Viet Phan, City Attorney
SUBJECT: City Council Salary Adjustment
RECOMMENDATION: It is recommended that City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.
FISCAL IMPACT: An increase of \$495 per month for each Councilmember would go into effect in December 2024, so increases can be accounted for when approving the 2024-2025 Fiscal Year Budget.

BACKGROUND

California Government Code section 36516 provides that a City Council may establish their salary by ordinance, with a maximum initial salary determined by the City of Duarte's ("City") population. As a general law city, not a charter city, the City is limited to specific salary increases. City Council salaries may be increased by an ordinance amendment up to an amount equal to five percent (5%) for each calendar year from the last salary adjustment, without compounding.

At its meeting on September 12, 2023, the City Council conducted a public hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 920 will go into effect in thirty (30) days.

DISCUSSION

The current City Council salary is \$550 per month pursuant to the most recent salary adjustment in Ordinance No. 05-O-05 which took effect November 2005.

As mentioned above, the City Council's salaries may be increased up to an amount equal to five percent (5%) for each calendar year from the last salary adjustment. Thus, the maximum increase permitted by law is a total of 90% (18 years at 5% per year), non-compounded. This maximum amount would be an increase of \$495 per month for each Councilmember.

In sum, City staff recommends that the City Council adopt the proposed Ordinance No. 920 (Attachment A), which would result in the following new salary of \$1,045 per Councilmember.

Pursuant to Government Code section 36516.5, a change in salary does not apply to an elected official during their term in office. However, the salary of all members of a city council serving

staggered terms can be adjusted by virtue of the beginning of a new term of office for a single member. Therefore, any approved salary increase will not take effect until after the November 2024 election, but will apply to all members of the City Council. If approved, these increases would take effect on December 10, 2024, when a new term for Councilmembers representing Districts 2, 3, and 7 begins.

RECOMMENDATION

It is recommended that City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

FISCAL IMPACT

An increase of \$495 per month for each Councilmember would go into effect in December 2024, so increases can be accounted for when approving the 2024-2025 Fiscal Year Budget.

ATTACHMENTS

Ordinance No. 920: An Ordinance of the City Council of the City of Duarte, California to Increase City Council Salaries Beginning December 10, 2024, Pursuant to Government Code Section 36516.

ORDINANCE NO. 920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, TO INCREASE CITY COUNCIL SALARIES BEGINNING DECEMBER 10, 2024, PURSUANT TO GOVERNMENT CODE SECTION 36516.

WHEREAS, Pursuant to California Government Code section 36516, the salary paid to each member of the City Council is currently \$550 as set by Ordinance 05-O-05 in 2005; and

WHEREAS, California Government Code section 36516 allows Councilmember salaries to be increased by no more than five percent (5%) for each calendar year since the last increase became operative; and

WHEREAS, the City Council last increased its salary by ordinance in 2005, 18 years ago; and

WHEREAS, thus, State law permits a maximum pay increase of ninety percent (90%); and

WHEREAS, the pay increase being adopted at this time equals 90%.

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

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

SECTION 2. Pursuant to California Government Code section 36516, the salary paid to each member of the City Council shall be \$1,045.

SECTION 3. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares the Council would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional, invalid, or ineffective.

SECTION 5. Pursuant to the provisions of Government Code section 36516.5, the new salary set by this Ordinance shall not take effect as to all members of the City Council until one or more members begins a new term of office following the 2024 General Municipal Election which new term is scheduled to commence on and as of December 10, 2024.

SECTION 6. The Mayor shall sign this ordinance and the City Clerk shall attest and certify passage and adoption of this Ordinance and cause this Ordinance to be published using the tentative summary and posting procedure authorized under Government Code section 36933.

SECTION 7. This Ordinance shall take effect thirty (30) days following its adoption.

This Ordinance was introduced for first reading on September 12, 2023, and **PASSED, APPROVED, AND ADOPTED** this 26th day of September 2023.

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

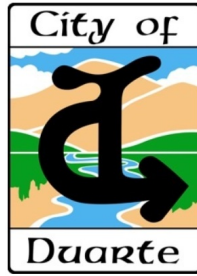
Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 920 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 26th day of September 2023, by the following vote:

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

Annette Juarez
City Clerk



ITEM: 7.I

Receive and File the Monthly Financial Update

Recommended Action:

It is recommended that the City Council receive and file the monthly financial update.

Attachments:

[7I - Monthly Financial Report for July 2023_\(FY 2023-24_1\).pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended July 30, 2023
(8.3% of FY 2022-24 Completed)**

Contents

Page #

Treasury Report

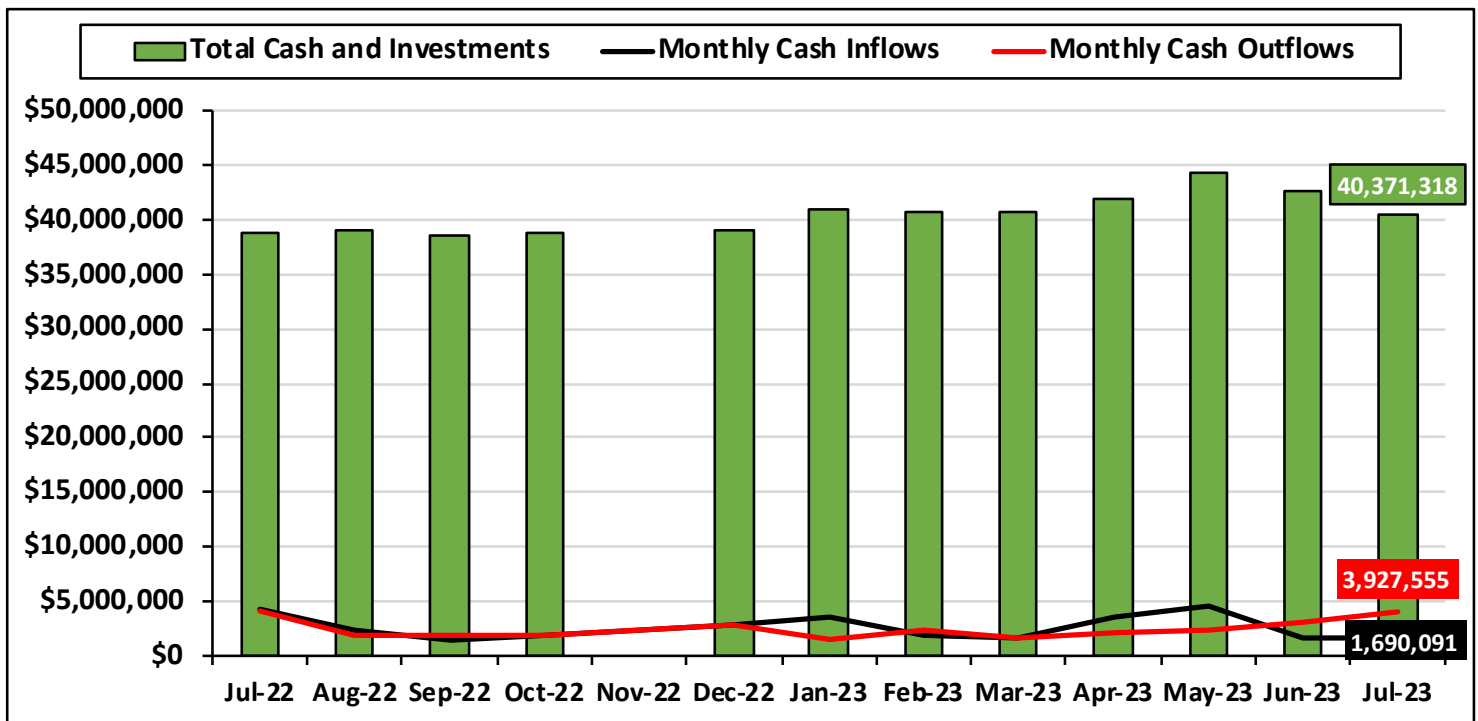
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

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

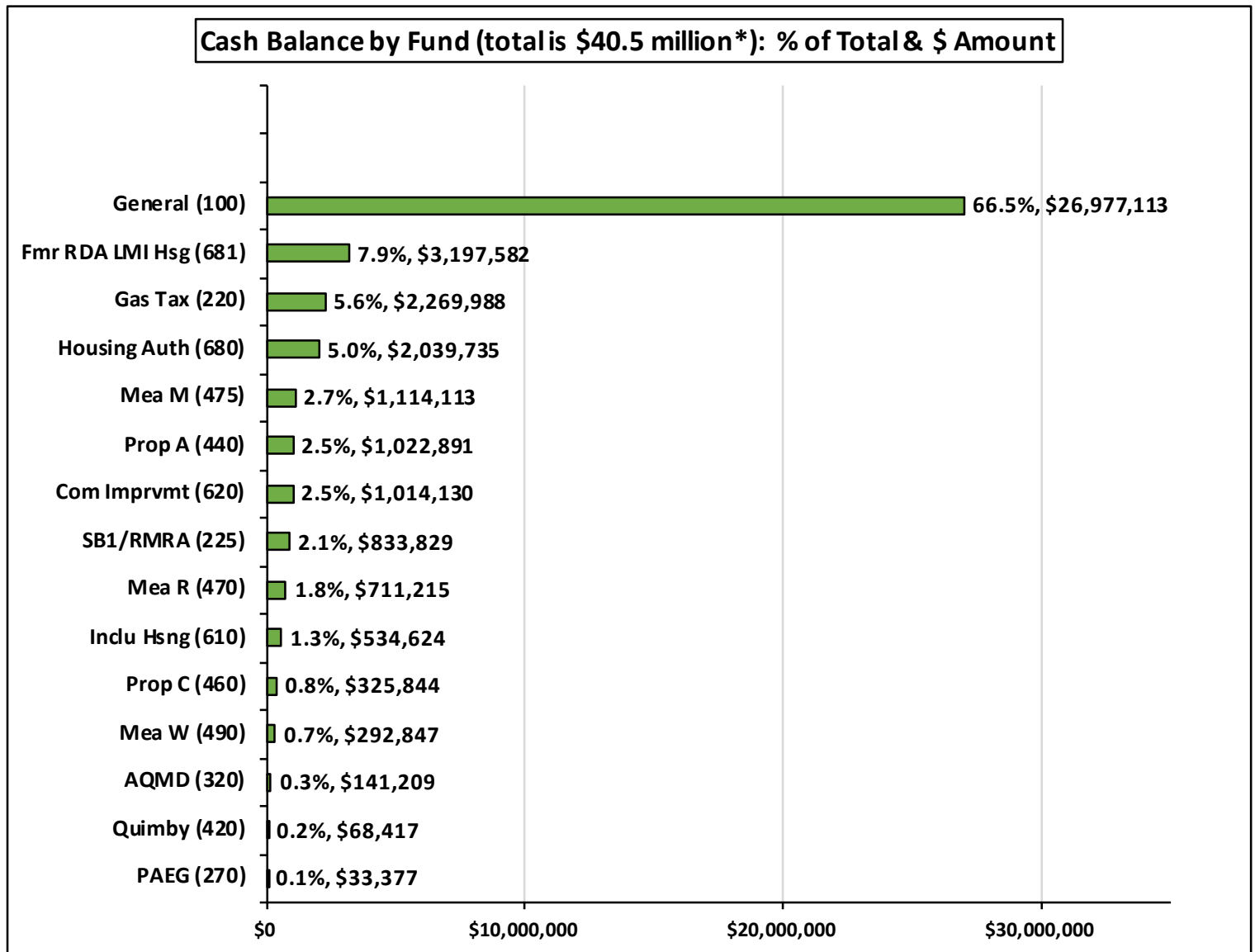
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended July 30, 2023

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (7/01/2023)	\$6,652,095	\$35,956,687	\$42,608,782
Cash Inflows			
Receipts	\$1,690,091	\$0	\$1,690,091
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$1,690,091	\$0	\$1,690,091
Cash Outflows			
Disbursements	\$3,927,555	\$0	\$3,927,555
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$3,927,555	\$0	\$3,927,555
Net Activity	(\$2,237,464)	\$0	(\$2,237,464)
Ending Balance (7/30/2023)	\$4,414,631	\$35,956,687	\$40,371,318



*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 July 30, 2023

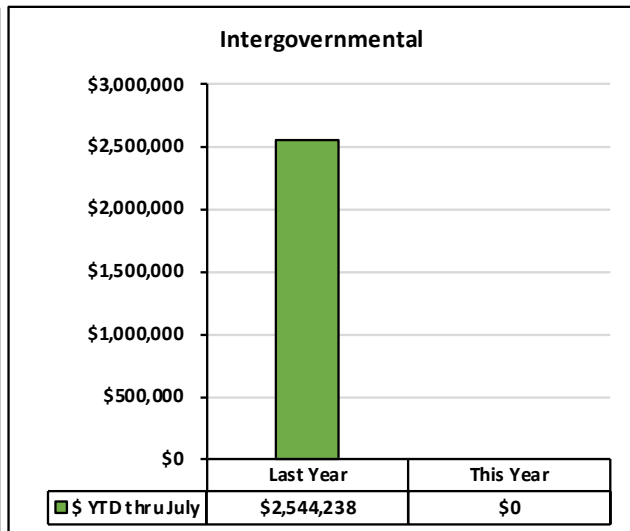
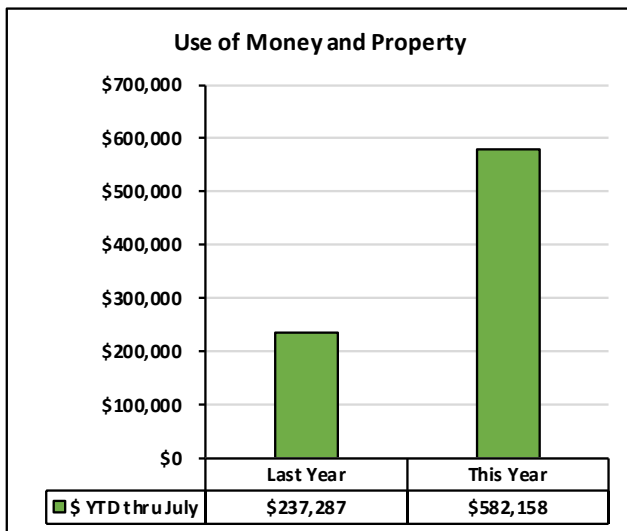
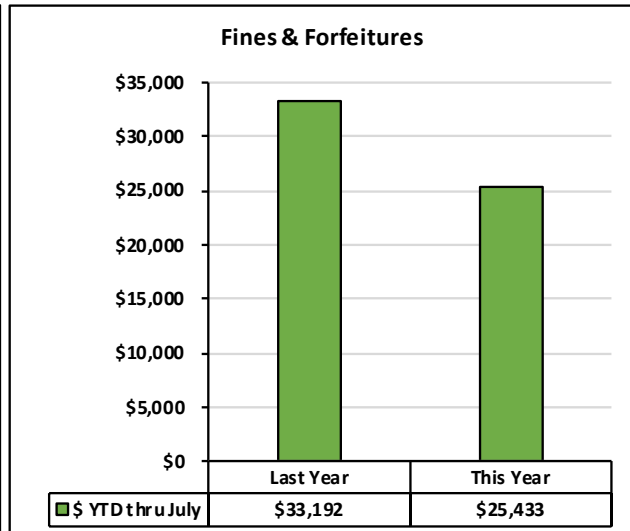
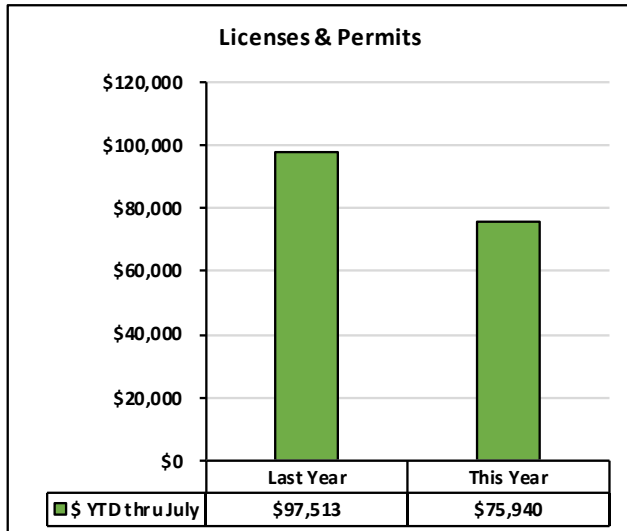
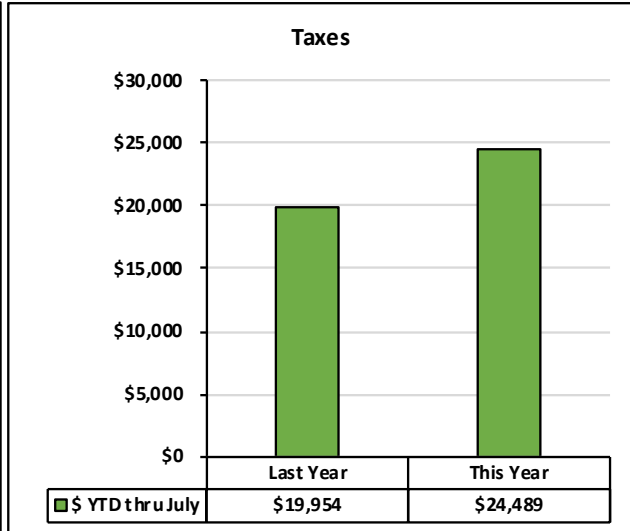
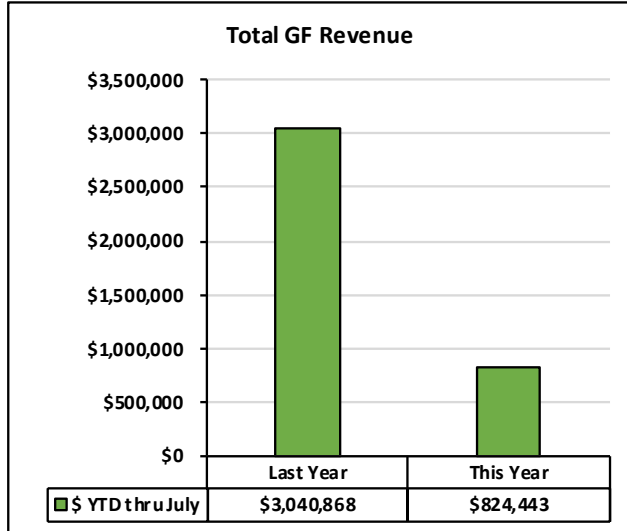


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

CITY OF DUARTE

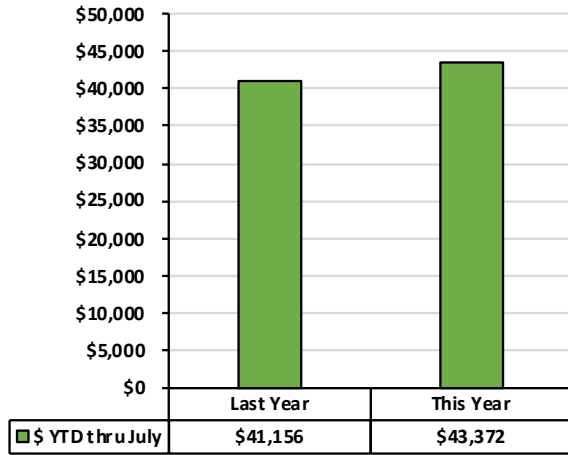
General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through July versus Prior Year



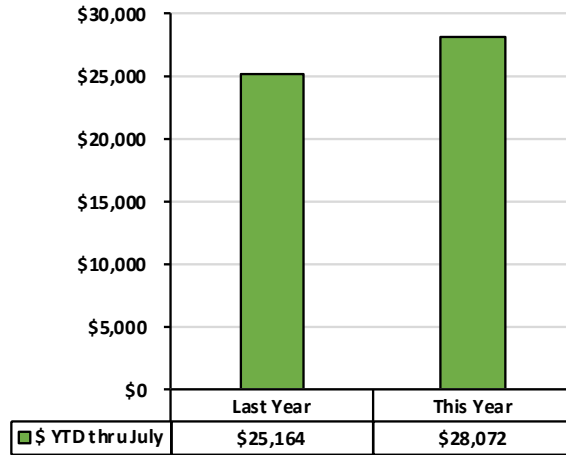
CITY OF DUARTE

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

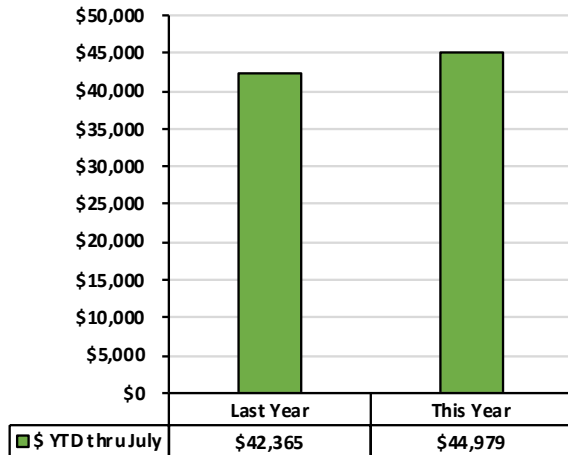
Recreation Fees



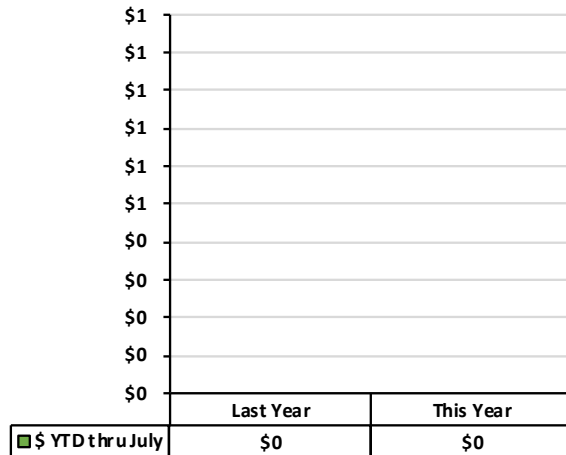
Other Service Charges



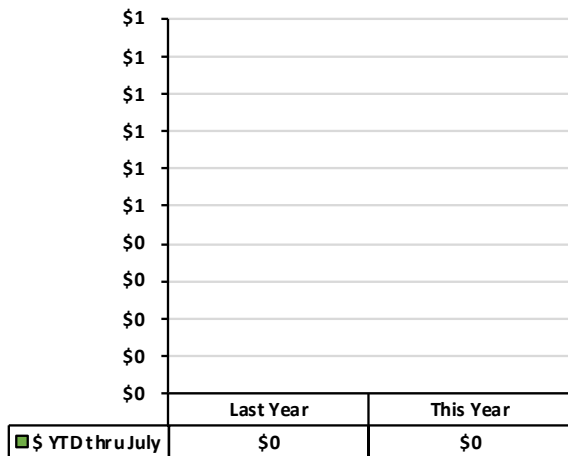
Miscellaneous



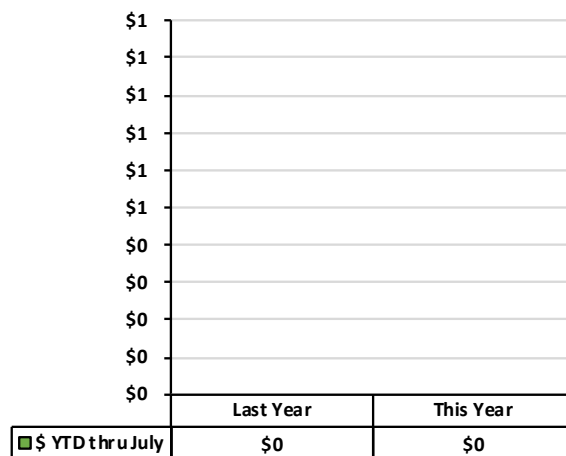
Reimbursements



Sales and Use Tax



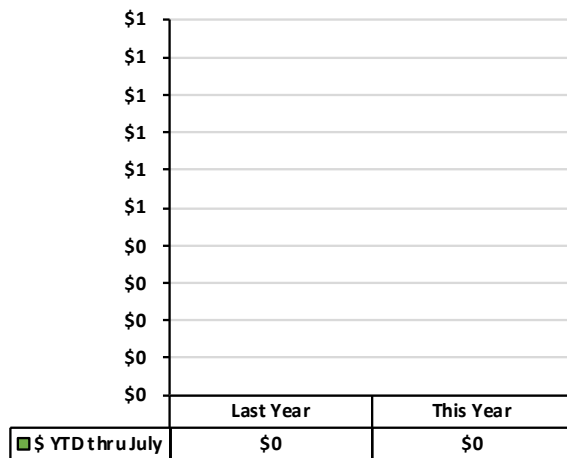
Transactions (New Sales) Tax



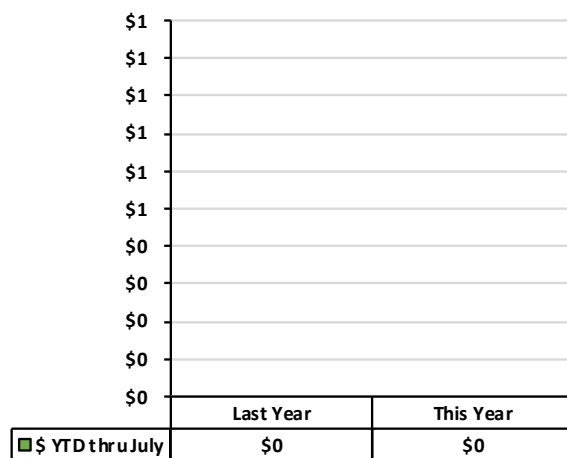
CITY OF DUARTE

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

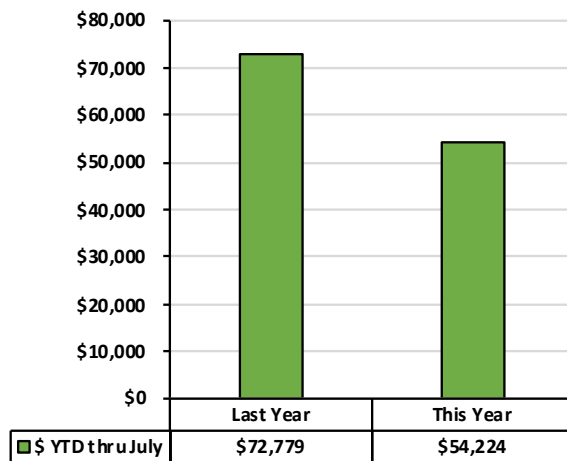
Property Tax



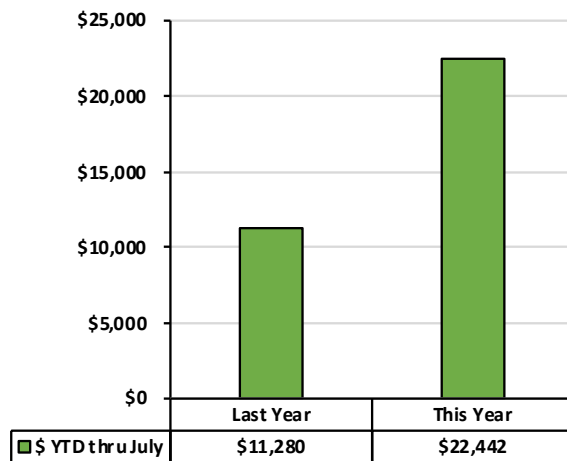
Franchise Tax



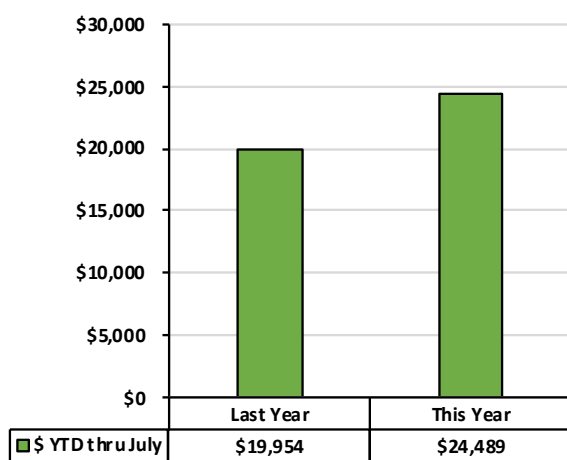
Building Permits



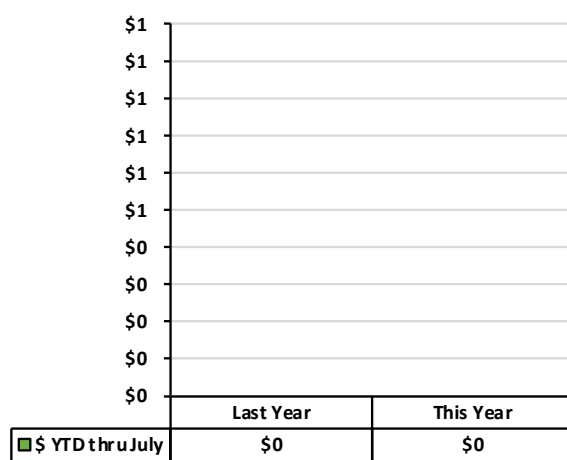
Plan Check Fees



Business License

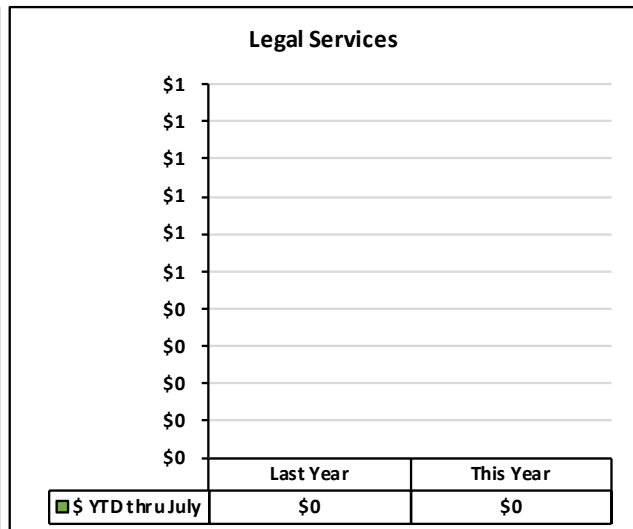
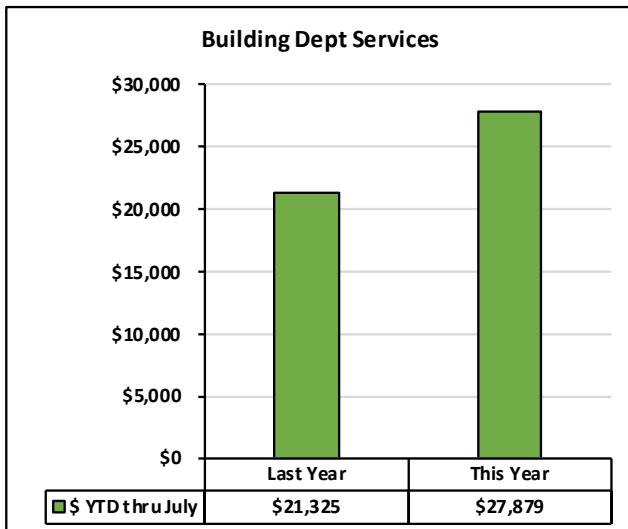
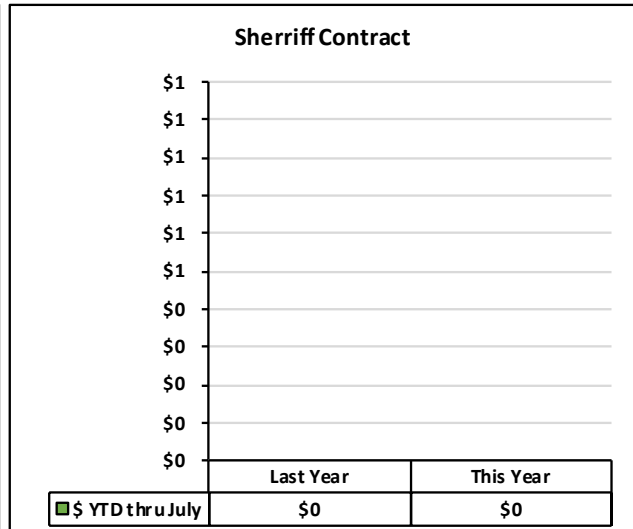
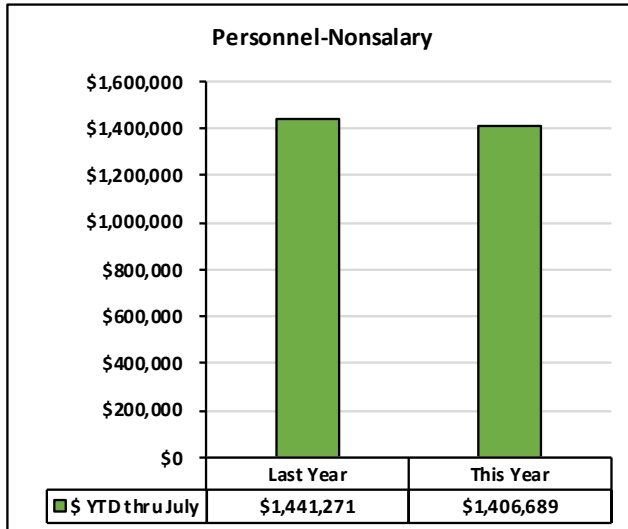
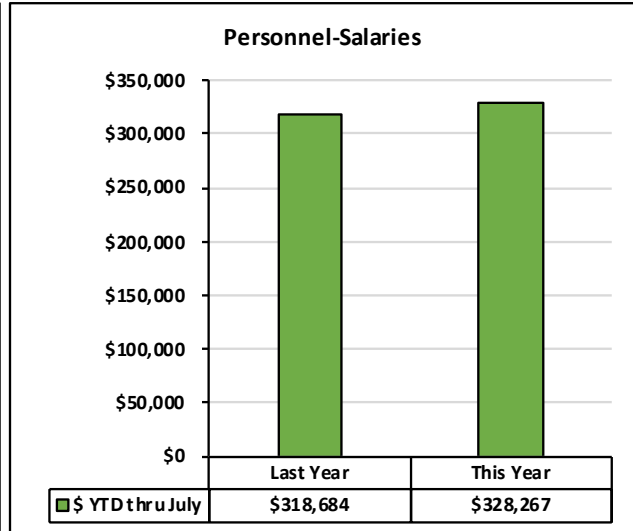
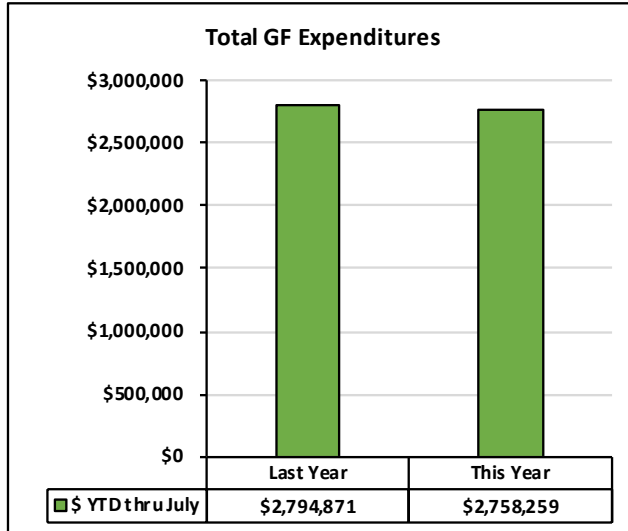


Transient Occupancy Tax



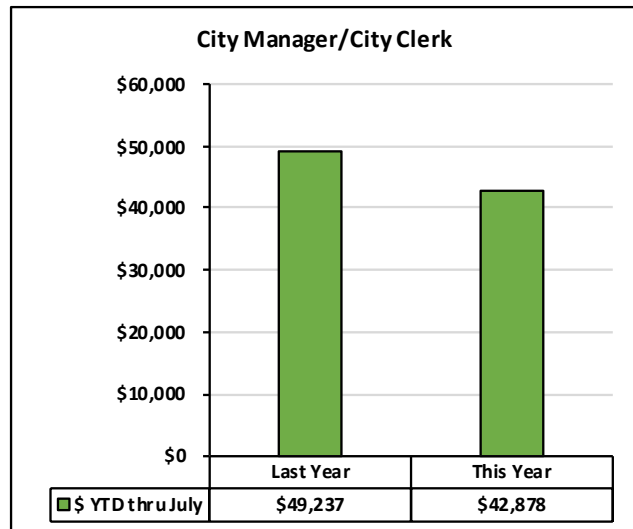
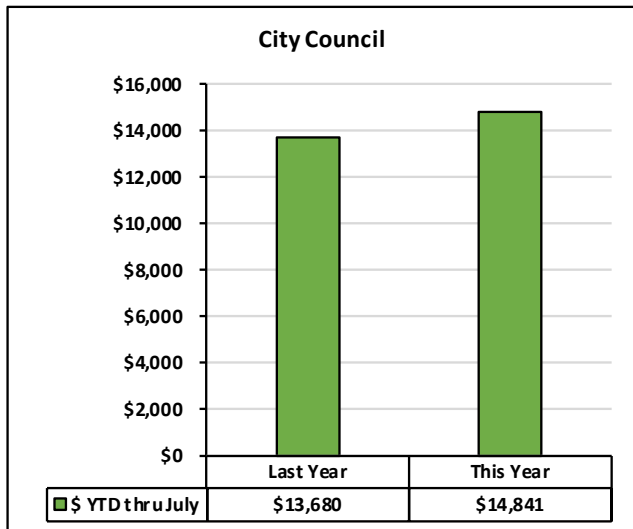
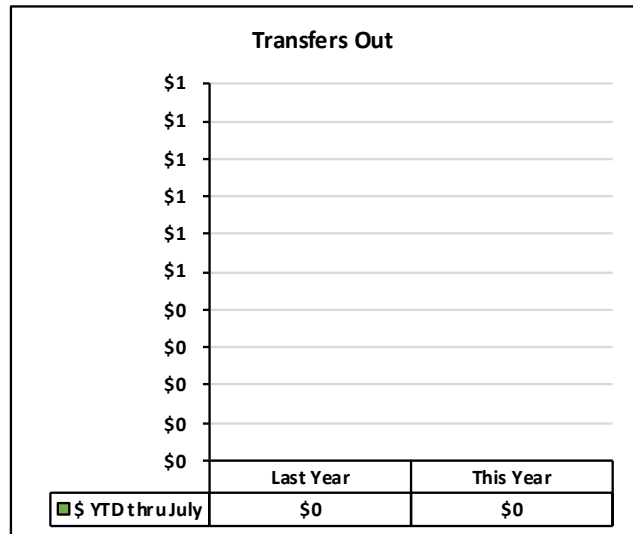
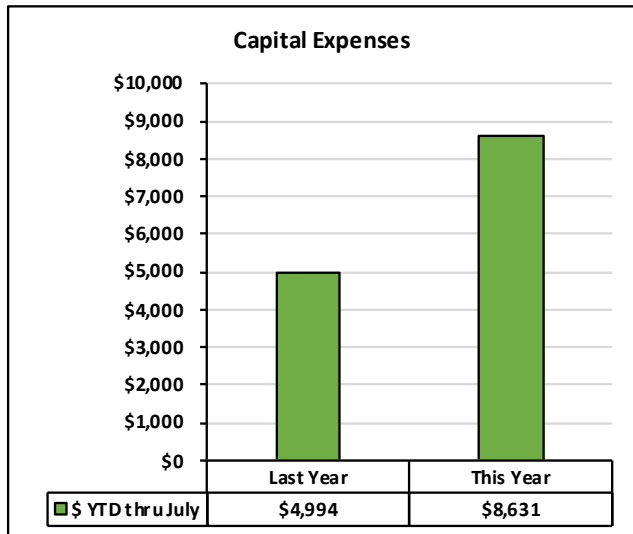
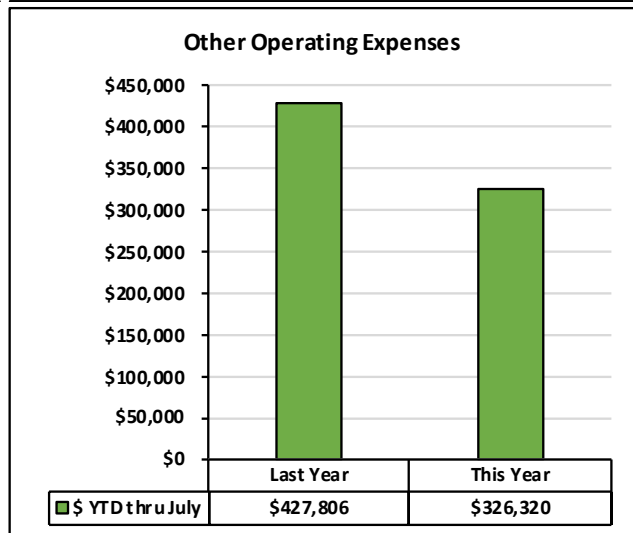
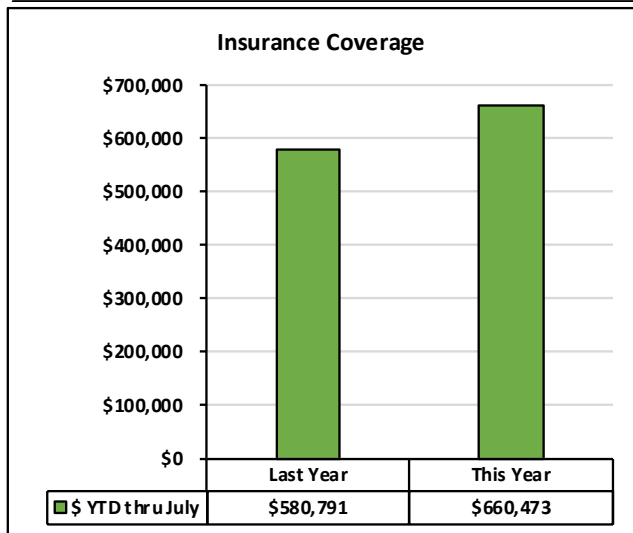
CITY OF DUARTE

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



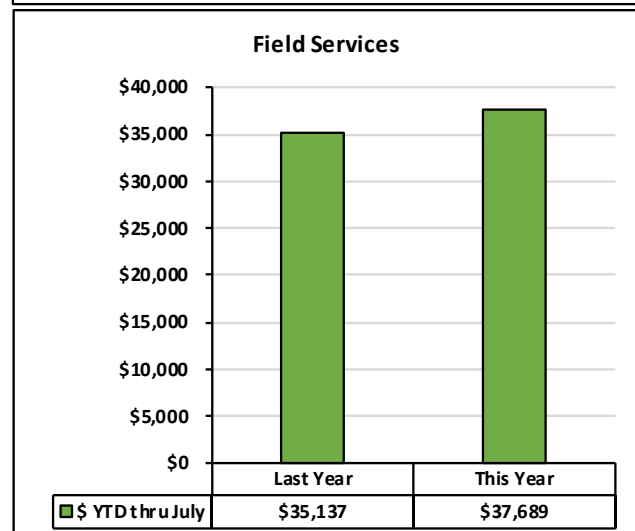
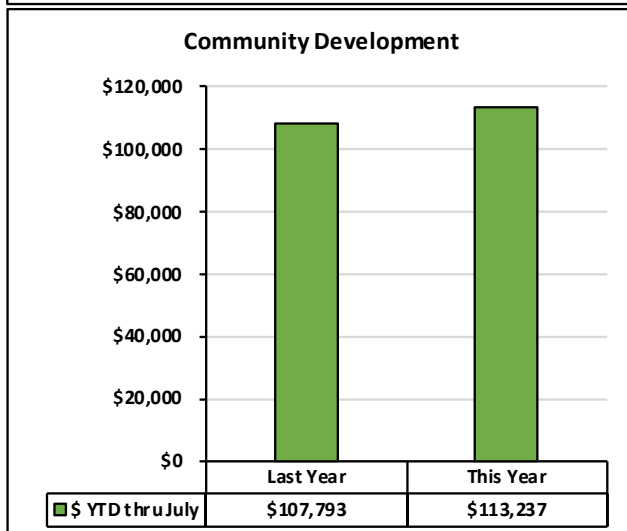
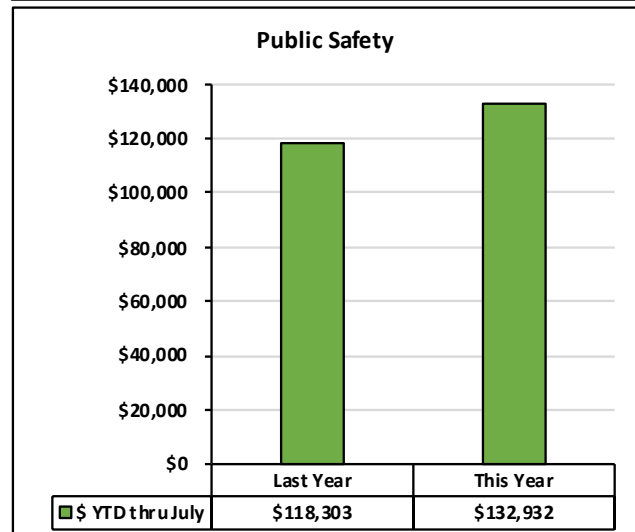
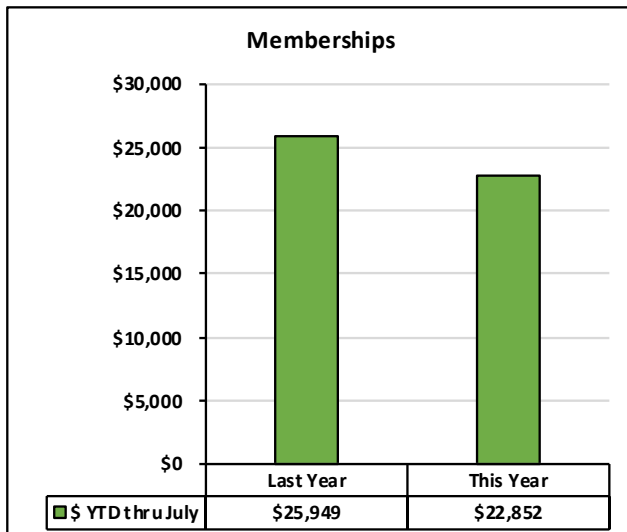
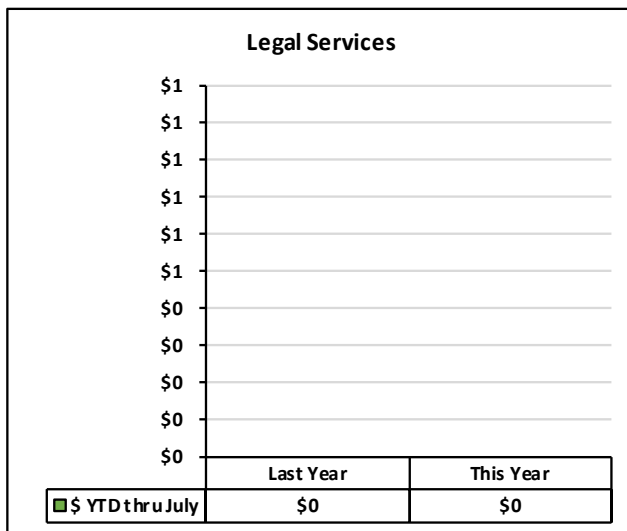
CITY OF DUARTE

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



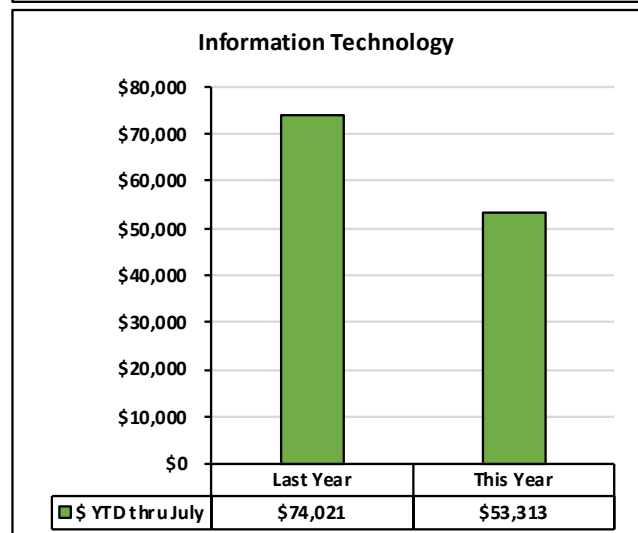
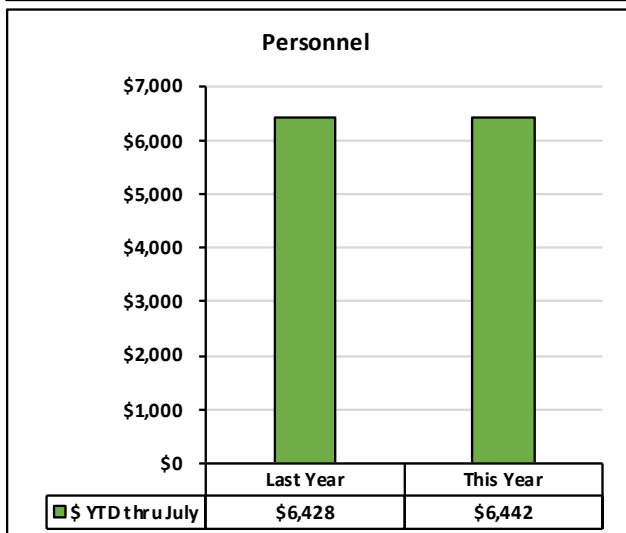
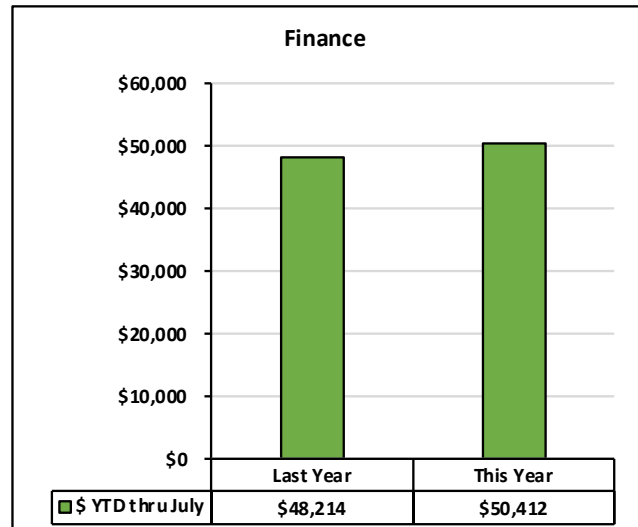
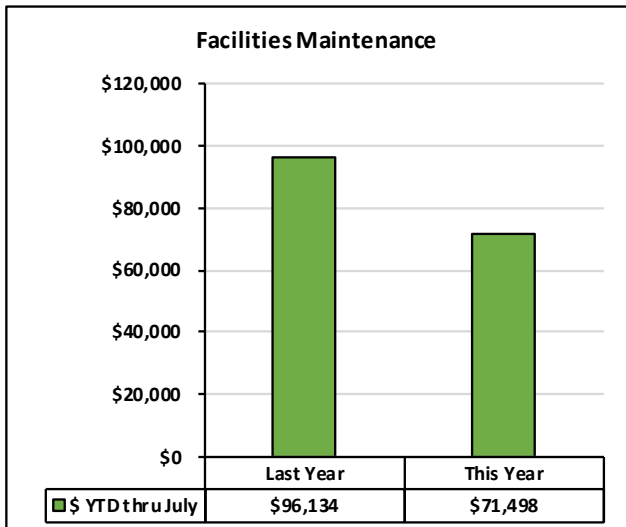
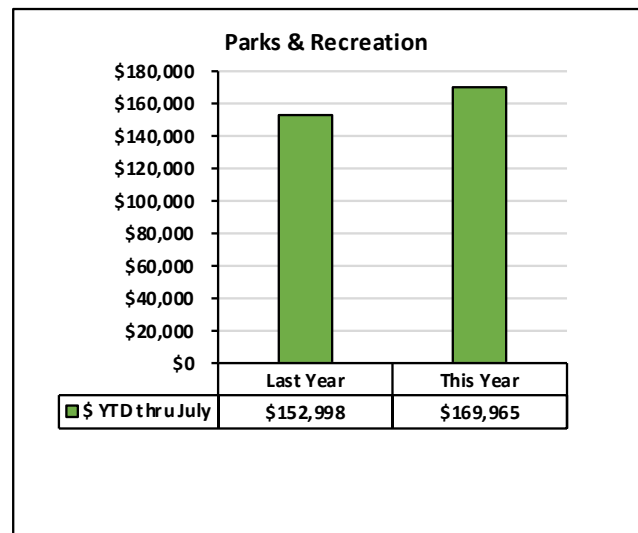
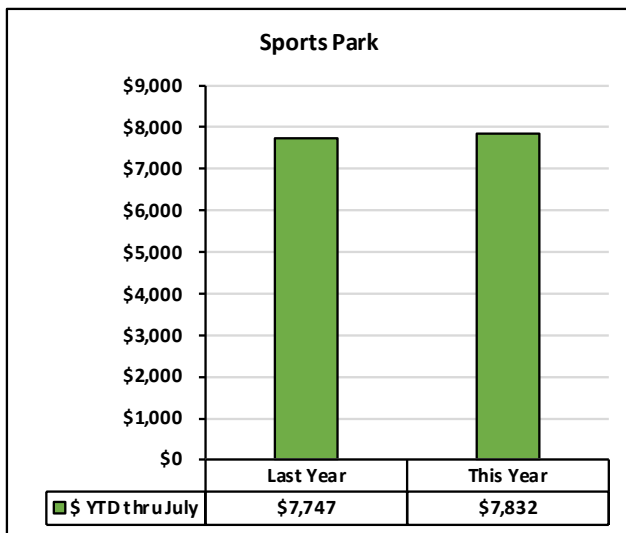
CITY OF DUARTE

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



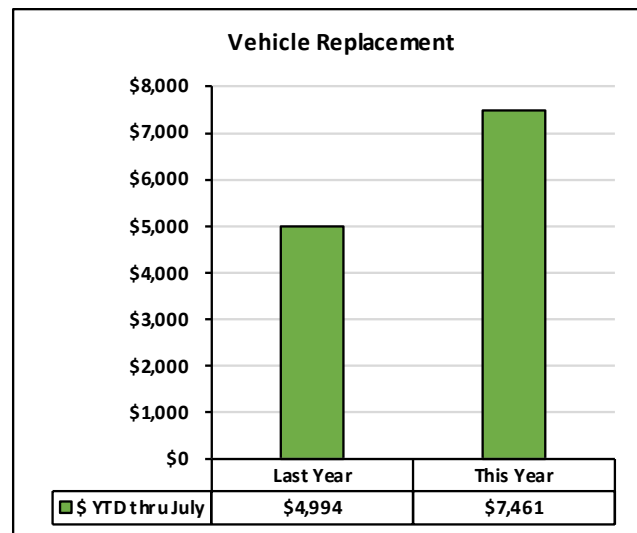
CITY OF DUARTE

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



CITY OF DUARTE

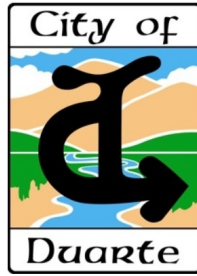
General Fund Expenditures by Category & Division *FY 2023-24 Year-to-Date Through July versus Prior Year*



CITY OF DUARTE

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

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	31,805,212	824,443	0	2,758,259	0	(1,933,816)	29,871,396
220	Gas Tax	2,149,582	574,986	0	644,314	0	(69,327)	2,080,255
225		842,668	410,637	0	417,484	64,993	(71,840)	770,828
240	Lghtng & Lndscpng	67,652	1,009,922	0	1,213,904	336,700	(540,681)	(473,030)
260	CDBG	0	601,184	0	637,103	0	(35,919)	(35,919)
270	PAEG	41,268	24,625	0	40,378	0	(15,753)	25,515
290	Supp Law Enfrmnt	0	165,851	0	165,851	0	0	0
300	Bike & Ped Safety	0	0	53	0	0	53	53
320	Air Quality (AQMD)	150,835	29,593	0	19,315	0	10,278	161,113
400	Park Development	(18,808)	5,148	0	36,419	0	(31,271)	(50,079)
420	Quimby	68,861	770	0	0	0	770	69,631
440	Prop A	948,893	595,162	0	514,391	46,800	33,971	982,864
460	Prop C	260,957	487,510	0	417,536	38,100	31,874	292,831
470	Mea R	652,248	364,002	0	584,068	116,000	(336,066)	316,182
475	Mea M	1,081,960	407,001	0	0	0	407,001	1,488,961
490	Mea W	342,985	253,836	0	103,819	0	150,017	493,002
520	Town Cntr Debt Serv	0	71	0	75,515	0	(75,444)	(75,444)
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	538,092	6,015	0	0	0	6,015	544,107
620	Community Impr	811,851	563,757	0	114,000	0	449,757	1,261,608
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,042,652	62,003	0	22,328	0	39,676	2,082,328
681	Fmr RDA L/M Hsg	4,100,079	35,998	0	8,495	0	27,503	4,127,582
Total - All Funds		45,886,986	6,422,516	53	7,994,013		(2,174,038)	43,712,948



ITEM: 7.J

Receive and file the Public Safety Department Update.

Recommended Action:

It is recommended that the City Council receive and file the Public Safety Department Update.

Attachments:

[7J - Public Safety Department September 2023.pdf](#)



PUBLIC SAFETY STATUS REPORT September 2023



PROJECT/PROGRAM STATUS	
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	Our current Part 1 crime rate has decreased by 22.32% . This improvement translates to 75 fewer incidents compared to the corresponding period last year. The notable contributors to this decline are grand theft auto and larceny theft.
2. Special Assignment Team	Special Assignment Deputies are actively conducting ongoing special operations with the primary objective of mitigating theft incidents at prominent retailers within the city. These operations entail a comprehensive evaluation of the security protocols employed by these retailers, strategically designed to enhance both suspect apprehension and theft prevention. In light of an upsurge in criminal activity in the Buena Vista and Duarte Road area, deputies have initiated dialogue with neighboring property owners to implement no trespassing regulations on private property. The initial phase of this operation involves Deputies engaging with individuals discovered loitering on private property, educating them about the violation. Subsequently, the forthcoming phase of this operation, set for the following month, will encompass a rigorous enforcement of the Duarte Municipal Code regarding trespassing on private property.
3. Neighborhood Watch	The Fraud and Cyber Crimes Bureau is organizing a workshop at the Duarte Community Center scheduled for October 4th, 2023, from 10:00 AM to 11:30 AM. This workshop is specifically tailored for families and older adults with the objective of providing them with valuable insights on safeguarding themselves against online threats and scams.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 26 individuals experiencing homelessness. Over the course of this month, Tony has had 59 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has been diligently overseeing the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and addressing nuisances within both

PROJECT/PROGRAM	STATUS
	our commercial establishments and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Currently, Emily is intensively focused on acquiring updated Letter of Agencies to further enhance our efforts.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022 (see attached monthly report). Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022 (see attached monthly report). In this reporting timeframe, L.A. CADA is currently undergoing staff transitions in the data tabulation department, resulting in a temporary delay in reporting. Our team is actively collaborating with SGV COG and L.A. CADA to expedite the reporting process.
3. 2023 LAHSA Official Homeless Count	Duarte – 26 (11 in 2022) Monrovia – 76* in 2022 Arcadia – 174* in 2022 Irwindale – 213* in 2022 Azusa – 220* in 2022 *USC, LAHSA's data partner, develops regional multipliers to estimate unsheltered homelessness in various parts of the county. However, due to the extensive dataset of our surrounding Cities, they are having difficulty supplying accurate numbers. Updates to follow.
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	The Emergency Operations Center (EOC) was activated in response to Tropical Storm Hilary. Fortunately, no major incidents were reported during the storm. Our dedicated Field Services and City Contractors worked tirelessly to clear fallen tree limbs and uprooted tree trunks. We also provided over 300 sandbags to residents to help mitigate potential flooding. Additionally, our Deputies and Outreach Personnel played a crucial role in assisting individuals evacuating from the Riverbed area, connecting them with services provided by LASHA and L.A. CADA. They successfully arranged hotel accommodations for 60 individuals and provided temporary shelter for an additional 50 people. In-person Community Emergency Response Team (CERT) training sessions are scheduled for September 20, 27, October 4, 11, and 18, with the final drill set for October 28th. To sign up, please visit: tinyurl.com/Duarte-CERT.

PROJECT/PROGRAM	STATUS
	Hands-Only CPR Initiative by LA County Heart Heroes: Los Angeles County Public Health aims to educate 500,000 residents in hands-only "Sidewalk CPR" by December 31, 2023. In response, Duarte CERT has proactively taken the lead by sending three members to the instructor school, equipping them to teach our residents the technique. Duarte CERT has successfully trained 225 residents in hands-only CPR at the time of this report.



ITEM: 10.A

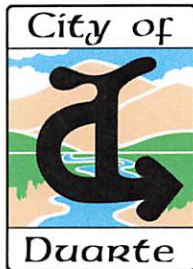
Discussion Regarding Public Utilities, Communications, and Technology Commission
Recommendation Concerning the "Report an Issue" Website Feature

Recommended Action:

It is recommended that the City Council concur with the recommendation from the Public Utilities, Communications, and Technology Commission for City Staff to continue collecting data from the "Report an Issue" website feature and not move forward with a request to City Council for funding of a city mobile application ("app").

Attachments:

[10A - Recommendation on Report and Issue Website Feature.pdf](#)



AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Albert Nuñez, Management Aide

SUBJECT: Discussion Regarding Public Utilities, Communications, and Technology Commission Recommendation Concerning the “Report an Issue” Website Feature

RECOMMENDATION: The Public Utilities, Communications, and Technology Commission recommend that City staff continue to collect data from the “Report an Issue” website feature and not move forward with a request to City Council for funding of a city mobile application (“app”).

FISCAL IMPACT: Implementation of the new issue-reporting form on the website had no fiscal impact. If a mobile app were to be developed, the cost of development and annual maintenance is estimated at \$12,000.

BACKGROUND

At its regular meeting on January 24, 2023, Councilmember Kang asked City staff to conduct research on the timing and cost of creating a City mobile application (“app”) where residents can report issues such as graffiti and potholes. Recognizing that researching the development of a new app would take time, Councilmember Cesar Garcia suggested that staff create a form on the City website, allowing residents to report issues and submit photos online. This would immediately implement an issue-reporting feature at no additional cost.

DISCUSSION/ANALYSIS

Staff worked to identify major issues reported in the City and the proper departments to address those issues. With this information in hand, the City of Duarte launched a new website feature on February 22, 2023, to optimize reporting issues. The new reporting form allows for easy request submissions and issue reporting through the home page of the City’s website on a desktop or mobile device. This “Report an Issue” feature was developed at no cost to the City, and it took staff less than a month to finalize.

Since its official launch, the new website feature has shown great engagement and usage by visitors to our website. Currently, the top three issues reported are graffiti, trash-related issues, and the “Other” option, which allows residents to submit an issue not listed on the form. Over 50% of the

submissions contained at least one photo to help City staff address the issue reported. Most of the submitted reports were directed to the Community Development Department, which resulted in a 38% decrease in calls received regarding issues or requests. In total, there have been 236 reported issues, with an average of 39 monthly submissions. In comparison, the City of South Pasadena's mobile app, a similar sized city which officially launched their mobile app in September 2022, has received approximately 300 reported issues with an estimated monthly average of only 25 submissions. These metrics are particularly encouraging given that the Duarte reporting feature has been available six months less than the City of South Pasadena's mobile app and is already more successful.

Additionally, as requested by Councilmember Kang, City staff conducted a survey and found that less than half of the San Gabriel Valley cities have a mobile application available to its residents. The majority of the cities that do have a mobile app use GOGov as their app provider, with an annual maintenance cost determined by the population of each city. GOGov provided City staff with an estimated annual cost of \$12,000 per year to develop and maintain its app, with an annual increase of up to 7%. According to City staff's research, the development of a city mobile app takes an average of three months to complete. After further research, City staff noted that the GOGov app has a report feature, allows users to upload photos to accompany their submissions, and is managed by staff members, which are the same features found in Duarte's new website form.

City staff gave a presentation to the Public Utilities, Communications, and Technology Commission at its regular meeting on July 12, 2023, to seek a recommendation as to whether the City should continue to collect data from its "Report an Issue" website feature or move forward with a request to City Council to fund a mobile application. After the Commission's discussion, it was recommended that City staff continue to use the "Report an Issue" website feature and report back at a future meeting to present a year's worth of data. The Commission also provided feedback to City staff on how to boost awareness and usage of the issue-reporting form. A few commissioner suggestions have since been implemented such as the creation of a QR code and updating form language resulting in an increase in average monthly submissions.

RECOMMENDATION

The Public Utilities, Communications, and Technology Commission recommend that City staff continue to collect data from the "Report an Issue" website feature and not move forward with a request to City Council to fund a city mobile app.

FISCAL IMPACT

Implementation of the new issue-reporting form on the website had no fiscal impact. If a mobile app were to be developed, the cost of development and annual maintenance is estimated at \$12,000.



ITEM: 10.B

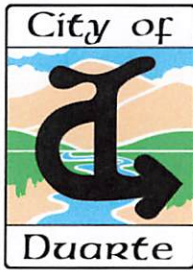
Adoption of Resolution No. 23-24 to Rename Royal Oaks Parks Extension to Tzeitel Paras-Caracci Park

Recommended Action:

It is recommended that the City Council 1) adopt Resolution No. 23-24 renaming Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and to erect appropriate signage reflecting the park's new name; 2) and to approve a budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

Attachments:

[10B - Adoption of Resolution No. 23-24 to Rename Royal Oaks Park Extension.pdf](#)



Agenda Item: 10B

CM Review: ECV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Renaming of Royal Oaks Park Extension to Tzeitel Paras-Caracci Park

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 23-24 renaming Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and to erect appropriate signage reflecting the park's new name; and approve a budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

FISCAL IMPACT: Budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

BACKGROUND

At the July 11, 2023, City Council meeting, the City Council requested for staff to bring back renaming options of City-owned property in honor of former Mayor and Councilmember Tzeitel Paras-Caracci who passed away on June 25, 2022.

ANALYSIS

The City's Park and Facility Naming and Renaming Policy states that the naming of City-owned land, buildings, trees, and facilities in honor of a deceased individual shall not take place until at least one year after their death. Furthermore, the Council can initiate the naming of lands or a facility at their own behest without a public request whenever deemed necessary or in the best interest of the City of Duarte following the same established criteria and procedures.

Former Mayor and Councilmember Tzeitel Paras-Caracci was elected to the Duarte City Council in 2001. The first Duarte High School graduate and Filipino-American elected to the City Council, she served the Duarte community as a public servant for 21 years. As four-time Mayor, her policy positions were driven heavily by her love for Duarte and she is credited with being an integral part of various City accomplishments and successes, including initiating the Mayor's Youth Council. During her long tenure on Council, she also served on the National League of Cities Board of Directors, League of California Cities Board, as President of Asian Pacific American Municipal Officials, a Director for the LA County Sanitation Districts, a Governing Board Member of

Foothill Transit, a board member of the Duarte Community Coordinating Council, and President of Duarte Women's Club.

Along with being a huge Hello Kitty enthusiast, Paras-Caracci was a strong advocate for our young people and parks and recreation services. She had a particular attachment to Royal Oaks Park Extension, as she married her husband KC Caracci there in 2003. At the Council's direction, City staff met with Mr. Caracci to discuss renaming City-owned land in honor of his late wife. Based on that meeting and Council's desire to honor former Mayor and Councilmember Paras-Caracci, staff recommends City Council rename Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and erect park signage reflecting the park's new name. The goal would be to hold the renaming and dedication ceremony on National Hello Kitty Day, Wednesday, November 1, 2023.

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 23-24 renaming Royal Oaks Park Extension to Tzeitel Paras-Caracci Park and to erect appropriate signage reflecting the park's new name; and approve a budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

FISCAL IMPACT

Budget amendment not to exceed \$20,000 from Parks and Recreation Other Expenses line item (100-1605-7980).

ATTACHMENTS

Attachment A: Resolution No. 23-24

RESOLUTION NO. 23-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RENAMING “ROYAL OAKS PARK EXTENSION” TO “TZEITEL PARAS-CARACCI PARK”

WHEREAS, The City of Duarte City Council desires to honor former Mayor and Councilmember Tzeitel Paras-Caracci by renaming Royal Oaks Park Extension, one of City of Duarte’s municipal parks, to Tzeitel Paras-Caracci Park; and

WHEREAS, The City of Duarte Park and Facility Naming and Renaming Policy criteria states the naming of City-owned land, buildings, trees, and facilities in honor of deceased persons shall not take place until one year after their death; and City Council can initiate the naming of lands or a facility at their own behest without public request whenever deemed necessary or in the best interest of the City of Duarte; and

WHEREAS, former Mayor and Councilmember Tzeitel Paras-Caracci was born on August 8, 1972, in Quezon City, Philippines and relocated to the City of Duarte in 1985, and went on to graduate from Duarte High School in 1989, and then from Woodbury University in Burbank, California; and

WHEREAS, former Mayor and Councilmember Tzeitel Paras-Caracci was first elected to the Duarte City Council in 2001, and is the first Duarte High School graduate and Filipino-American elected to the City Council; and

WHEREAS, during her 21 years of dedicated public service to the Duarte community, former Mayor and Councilmember Tzeitel Paras-Caracci served as Mayor four times, was an integral part of numerous City accomplishments and successes including initiating the Mayor’s Youth Council; and served on the National League of Cities Board of Directors, League of California Cities Board, as President of Asian Pacific American Municipal Officials, a Director for the LA County Sanitation Districts, a Governing Board Member of Foothill Transit, a board member of the Duarte Community Coordinating Council, and President of Duarte Women's Club.

WHEREAS, throughout former Mayor and Councilmember Tzeitel Paras-Caracci’s time on City Council, she was a Parks and Recreation advocate, committed to improving the life of young people, and in 2003, married her husband KC Caracci at Royal Oaks Park Extension; and

WHEREAS, a resolution is required in order to rename a City-owned land, building, tree, and facility.

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

SECTION 1. The City Council hereby changes the name of “Royal Oaks Park Extension” to “Tzeitel Paras-Caracci Park,” effective November 1, 2023, National Hello Kitty Day.

SECTION 2. The City Council requests and authorizes the City Manager to erect appropriate signage and approves the placement of the signage at Royal Oaks Park Extension to reflect its new name.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution and shall forward a certified copy therefore to any and all such parties as might be affected by this action.

PASSED, APPROVED, AND ADOPTED this 26th day of September 2023.

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-24 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 26th day of September 2023, by the following vote:

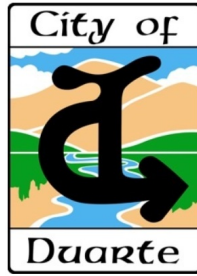
AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk



ITEM: 10.C

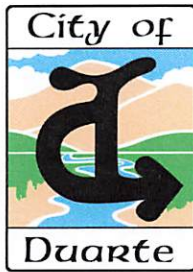
Discussion Regarding Nomination for a San Gabriel Basin Water Quality Authority Board Member and Alternate to Represent Cities without Pumping Rights

Recommended Action:

It is recommended that the City Council discuss and nominate a councilmember for possible election to the San Gabriel Basin Water Quality Authority Board representing cities without pumping rights and approve Resolution No. 23-25 nominating a candidate if one is chosen.

Attachments:

[10C - WQA Board Member Nomination.pdf](#)



Agenda Item: 10C
CM Review: sc ✓
Fiscal Review: JP

AGENDA REPORT

MEETING DATE: September 26, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Discussion regarding nomination for San Gabriel Basin Water Quality Authority Board Member and Alternate representing cities without pumping rights.

RECOMMENDATION: Staff recommends that the City Council discuss and nominate a council member for possible election to the San Gabriel Basin Water Quality Authority Board representing cities without pumping rights and approve Resolution No. 23-25 nominating a candidate if one is chosen.

FISCAL IMPACT: None.

BACKGROUND

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a seven-member board, one member each from an overlying municipal water district, one from a city with water pumping rights, one from a city without water pumping rights and two members representing water purveyors. Under the WQA's enabling legislation, the term of the board member and alternate representing cities without pumping rights expires on January 1, 2024. An election to fill these seats is scheduled for December 20, 2023 at 12:00 p.m. at WQA Headquarters.

DISCUSSION/ANALYSIS

Nominations of candidates for the office of Member and Alternate Member of the Board of Directors of the WQA representing cities without pumping rights may be made by any of the cities without pumping rights listed below, by resolution of the city council of such city. Resolutions nominating a candidate must be received by the WQA by October 19, 2023 (at least 60 days prior to the election). Resolutions cannot be accepted prior to September 21, 2023.

A candidate must be a city council member from a city without pumping rights; however, a city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. The candidate receiving the most votes will be the WQA Board Member and the candidate receiving the second highest number of votes will be the WQA Alternate Board Member.

The cities without pumping rights from which council members are eligible are as follows: Baldwin Park, La Puente, San Dimas, Sierra Madre, West Covina, Bradbury, La Verne, Duarte, Rosemead, San Gabriel, South El Monte, San Marino, and Temple City.

WQA Board Members serve a four year term which begins the first Monday of January 2024, and receive a \$150 stipend per meeting for up to six meetings per month.

The WQA Board meets on the 3rd Wednesday of each month at noon. Some board members may be appointed to serve on two additional committees that - meet on the 2nd Tuesday of each month at 9AM (Legislative/Public Information Committee) and 10AM (Administrative Finance Committee). Board Members are required to attend in person, unless they invoke “just cause” pursuant to AB 2449 and they then could participate remotely. However, Board Members are limited on the number of times they can use this option.

RECOMMENDATION

Staff recommends that the City Council discuss and nominate a council member for possible election to the San Gabriel Basin Water Quality Authority Board representing cities without pumping rights and approve Resolution No. 23-25 nominating a candidate if one is chosen.

FISCAL IMPACT

None.

ATTACHMENTS

Resolution No. 23-25

RESOLUTION NO. 23-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, NOMINATING COUNCILMEMBER _____ TO
REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING
RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER
QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of Duarte is one of the cities in the San Gabriel Basin without prescriptive water pumping rights; and

WHEREAS, the City of Duarte may nominate a representative by resolution and deliver it to the San Gabriel Basin Water Quality Authority between September 21, 2023 and October 19, 2023.

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

SECTION 1. The City Council of the City of Duarte nominates Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive water pumping rights.

PASSED, APPROVED, AND ADOPTED this 26th day of September 2023.

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

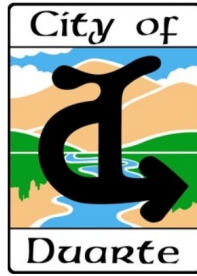
Annette Juarez
City Clerk

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

I, Annette Juárez, 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. 23-25 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 26th day of September 2023, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk



ITEM: 10.D

Discussion Regarding an Additional Councilmember Appointment to the Arts Ad Hoc Committee

Recommended Action:

It is recommended that the City Council discuss and appoint Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee.

Attachments:

[10D - Councilmember Appointment to Arts Ad Hoc Committee.pdf](#)



Agenda Item:	10D
CM Review:	ser
Fiscal Review:	dkp

AGENDA REPORT

MEETING DATE: September 12, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Discussion and Appointment of Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee

RECOMMENDATION: It is recommended that the City Council discuss and appoint Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee.

FISCAL IMPACT: None

BACKGROUND

The City Council previously adopted Resolution No. 23-19 establishing a Freeway Walls and Utility Boxes Arts Ad Hoc Committee to make recommendations related to public art to the City Council. The Committee is established for a limited time and once its purpose has been achieved, it will be disbanded.

DISCUSSION/ANALYSIS

Pursuant to Resolution No. 23-19 the Ad Hoc Committee shall be established with members nominated by the City Council and appointed by a majority vote of the City Council and shall consist of no more than three (3) Councilmembers. The Ad Hoc Committee shall be established for a period of one (1) year from the date that a quorum of the committee is appointed in order to review, research, and recommend public art relating to: (1) art on freeway walls between Mountain Avenue and Buena Vista Street; and (2) art on utility boxes for full City Council approval, or until final approval of such art by the City Council has taken place, whichever is sooner.

On September 12, 2023, the City Council interviewed applicants and made appointments to the Ad Hoc Committee. The City Council also voted to appoint Councilmember Kang and Councilmember Garcia to the Ad Hoc Committee. Councilmember Finlay was not present at the September 12, 2023, City Council meeting and has expressed interest in participating on the Ad Hoc Committee as well.

RECOMMENDATION

It is recommended that the City Council discuss and appoint Councilmember Finlay to the Freeway Walls and Utility Boxes Arts Ad Hoc Committee.

FISCAL IMPACT

None.

ATTACHMENTS

None.