



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 24, 2024
7:00 PM

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

MISSION STATEMENT

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

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

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

ADA ACCESSIBILITY NOTICE:

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

Notice:

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

Notice:

Duarte City Council meetings are videotaped for later broadcast. 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 livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:

In-Person: Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk. Speakers shall be limited to three (3) minutes per person per item. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments 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, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

7:00 PM OPEN SESSION - REGULAR MEETING - COUNCIL CHAMBERS**1. CALL TO ORDER AND ROLL CALL****A. [City Manager Written Comments](#)****2. PLEDGE TO THE FLAG****3. ADOPTION OF THE AGENDA****4. SPECIAL ITEMS****A. [Public Safety Department Update](#)****5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS****6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA****7. CONSENT CALENDAR****A. [Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading \(CC/HA/FA\)](#)****B. [Approve absence\(s\) of City Councilmember\(s\) from the City Council meeting](#)****C. [Minutes - September 10, 2024 Regular Meeting \(CC/HA/FA\)](#)**

Approve the minutes of September 10, 2024.

D. [Warrants - September 24, 2024 \(CC/HA/FA\)](#)

Approve the warrants of September 24, 2024.

E. [Monthly Financial Update](#)

Receive and File the Monthly Financial Update for July.

F. [Public Safety Department Update](#)

Receive and File the Public Safety Department Update.

G. [Contract with Advantec Consulting Engineers, Inc. to Complete Professional Services for Design for Traffic Signals at Buena Vista St. & Central Ave./Evergreen St. and Buena Vista St. & Kellwil Way and a \\$60,000 budget amendment to the FY 2024-2025 Measure M fund](#)

Authorize the City Manager to sign a Professional Services Agreement with Advantec Consulting Engineers, Inc. to develop plans and specifications for traffic signals on Buena Vista Street at Evergreen Street and Central Avenue and at Buena Vista Street and Kellwil Way and approve a FY 2024-2025 budget amendment of \$60,000 in account number 4750-7965.

H. [Biennial Review of the City's Conflict of Interest](#)

Adopt Resolution No. 24-14 amending the City's current Conflict of Interest Code.

I. [Second Reading and Adoption of Ordinance No. 923 amending the Duarte Municipal Code to change the beginning and ending dates of Commissioner terms](#)

Adopt by second reading Ordinance No. 923.

J. [Resolution in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act](#)

Adopt Resolution No. 24-15, formally expressing the City's support for Proposition 36, the Homelessness, Drug Addition, and Theft Reduction Act.

K. [Approval of Ten Percent Contingency for Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation](#)

1) Approve a ten percent contingency for the Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$45,814 for design services for the Duarte Fitness Center Pool Deck Renovation and 2) Approve a budget amendment of \$45,814 from the General Fund (100-1605-7965).

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS - None

10. BUSINESS ITEMS

A. [DuarteBus Memorandum of Understanding \(MOU\) - Extension](#)

Authorize the City Manager to execute the three-year option on our MOU with Foothill Transit to continue the operation of the DuarteBus fixed route service.

B. [Consideration to Approve a Letter of Support for the California American Water Decoupling Proposal to the California Public Utilities Commission](#)

Discuss a requested letter of support for California American Water to the California Public Utilities Commission to allow decoupling.

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

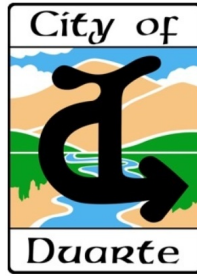
13. ADJOURNMENT

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 19th day of September, 2024

Annette Juarez, MMC
City Clerk



ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[1.A - CM Comments 9_24_24.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: September 17, 2024
SUBJECT: Comments on Agenda Items, Meeting of September 24, 2024

ITEM 4.A. (Special Items). Public Safety Department update - Public Safety Director Larry Brececa will provide an update for the council.

ITEM 7.E. (Consent Calendar). The Finance Department has submitted the monthly report for July 2024 for review.

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

ITEM 7.G. (Consent Calendar). Professional Services Agreement with Advantec Consulting Engineers, Inc. to Complete Professional Services for Design for Traffic Signals at Buena Vista St. & Central Ave./Evergreen St. and Buena Vista St. & Kellwil Way - The traffic signals on Buena Vista Street at the 210 Freeway have been in operation for many years. At this location, there are two signals, one at Central Avenue and the other at Evergreen Street. These traffic signals control the intersections at Central Avenue, Evergreen Street and the 210 Freeway on ramps and they are in need of upgrade, to meet current standards and to improve circulation in the area. These traffic signals are listed in the current Capital Improvement Program as a future project with funding for construction in 2025-26. One of the advantages of having plans, specs and a construction estimate for the full intersection upgrade is that an upgrade project will be ready for the bid process. But it also will be an advantage to use to encourage Caltrans to share in the cost of the construction project. There is an existing maintenance agreement for this intersection between Caltrans and the City. Maintenance is shared equally and the agreement states that Caltrans owns the signal. However, for many years the City has taken responsibility for the cost of maintenance and operation of the intersection. Once the Buena Vista St. signals near the I-210 are a ready-to-build project, the possibilities for seeking grant funding for construction and obtaining contributions from Caltrans become more favorable. Additionally, Caltrans has expressed interest in enhancing this intersection. The Buena Vista Street and Kellwil Way intersection is adjacent to Beardslee School and currently has a stop sign. In 2019, a traffic signal warrant study was conducted for the intersection. The findings indicated that the intersection did not meet most of the California Manual on Uniform Traffic Control Devices (MUTCD) signal warrants, except for "Warrant 5 School Crossing," because of its proximity to Beardslee Elementary School. As a result, the study recommended implementing a traffic signal at this location. This traffic signal is listed in the Capital Improvement Program as a future project with no specific timeline for construction. As a part of the plan to close and develop the Andres Duarte school site, the Duarte Unified School District (DUSD) decided to move its daycare program to Beardslee School. This will increase the daily traffic to the site and will increase the impact on the intersection. Staff has worked with DUSD and the prospective developer, Crestfield Townhomes, LLC on a three party agreement to fund the cost of a new traffic signal at Buena Vista Street and Kellwil Way. Advantec Consulting Engineers, Inc. submitted proposals for Professional Design Services for preliminary design of Traffic Signal Improvements at the intersection of Buena Vista Street and Evergreen Street, as well as for the development of Plans, Specifications, and Estimates (PS&E) for the traffic signal at the Buena Vista Street and Kellwil Way intersection. Advantec has a proven track record of successfully completing similar projects for various local agencies and has established a strong working relationship with Caltrans and LA County Public Works. This expertise is particularly important, as coordination with Caltrans is necessary due to shared maintenance responsibilities at two of the intersections, while LA County Public Works serves as the City's traffic signal maintenance contractor. The proposed cost for the tasks and deliverables related to the design of both projects is \$79,375. The cost

for each project is as follows: Buena Vista St. at Central Ave. and Evergreen St. is \$52,655 and Buena Vista St. at Kellwil Way is \$26,720. Staff is recommending that we use the \$40,000 in Measure M funds from last year's budget, utilize \$19,375 of the Measure R funds in the 2024/25 budget for Safe Routes to School projects and an additional \$20,000 in Measure M funds to pay for this design project.

ITEM 7.H. (Consent Calendar). Resolution No. 24-14 Amending the List of Designated Positions for Filing Statement of Economic Interest and Amending the Applicable Disclosure Categories to Requirement of the State of California Fair Political Practices Commission - The Political Reform Act (Act) requires that local government agencies adopt a Conflict of Interest Code (Code) designating those positions which must disclose private financial interests that may influence governmental decisions and which financial interests are to be disclosed. The Act further requires that local government agencies conduct a biennial review of its Code to determine whether an amendment to the designated positions or disclosure categories is required. The City Clerk and City Attorney have conducted this review and it has been determined that an amendment to the designated positions and disclosure categories is necessary. The Conflict of Interest Code was last amended in 2022. Staff has reviewed the Code and determined that there have been changes to the organizational structure and position responsibilities since the last review, deeming it necessary to update the list of designated positions (adding the Public Safety Manager and the Parks and Recreation Manager) and adopt an amended Code.

ITEM 7.I. (Consent Calendar). Ordinance No. 923 Second Reading of Amending Commissioner Term Dates - On December 13, 2022, the City Council adopted Ordinance No. 913 regarding the restructuring of City Commissions and amending term dates to coincide with election cycles. Currently, commissioners are appointed by the City Council, for four-year terms beginning in January of an odd-numbered year and ending on the fourth December of their term, which is an even-numbered year. At its meeting on September 10, 2024, the City Council conducted a first reading of this Ordinance, which amends the terms of the commissioners to begin on March 1 of odd-numbered years and end on February 28 on the fourth year. This amendment would provide Staff with greater flexibility in scheduling interviews with commission applicants, allow for new Councilmembers to take office and participate in the appointment process, and provide the opportunity for unsuccessful Council candidates to apply and be considered for a Commission seat. If adopted by the City Council, Ordinance No. 923 will go into effect in thirty (30) days.

ITEM 7.J. (Consent Calendar). Resolution No. 24-15 In Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act - In 2014, California voters passed Proposition 47 (Prop 47) which sought to reduce certain non-violent felonies to misdemeanors, including retail theft under \$950 and drug possession offenses. While Prop 47 has benefited many by reducing unnecessary incarceration, it has unintentionally contributed to increased retail theft and repeat offenses. Proposition 36 (Prop 36) seeks to restore a balanced approach by permitting felony charges for individuals with prior convictions for theft or drug possession, aiming to deter repeat offenders and address rising organized retail crime. One of the prime components of Prop 36 is its focus on rehabilitation rather than solely punitive measures. The act promotes treatment for individuals struggling with substance abuse and mental health issues, allowing them to receive services that can help in breaking the cycle of addiction and homelessness. These services are designed to reduce the strain on local governments, social services, and public safety resources. Prop 36 introduces tougher penalties for trafficking drugs such as fentanyl, which has had devastating effects in California. By defining fentanyl as a hard drug, the proposition allows for longer sentences and greater judicial discretion. Additionally, the act increases sentences for crimes committed by organized groups, such as smash-and-grab robberies that have harmed local businesses.

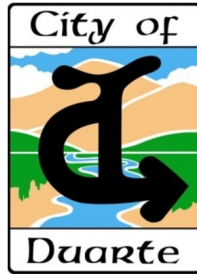
ITEM 7.K. (Consent Calendar). Approval of Ten Percent Contingency for Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation - On December 12, 2023, the City Council authorized the City Manager to execute a

Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$458,140 for design services for the Duarte Fitness Center Pool Deck Renovation. The scope of the services includes the renovation design of the facility's existing aquatic amenities including decking, pools, equipment, locker rooms, and code related deficiencies. Staff forgot to include a contract contingency with this agreement. While we do not anticipate needing the entire amount, a contingency serves as a reasonable buffer for minor changes that are needed due to unanticipated site conditions and current code or ADA requirements. Moreover, this ensures that the City has a shovel ready infrastructure project that will compete for federal and/or state grant funding as it becomes available.

ITEM 10.A. (Business Items). Extension of DuarteBus Memorandum of Understanding - In 2014 the City Council directed City staff to purchase electric transit buses and work with Foothill Transit to develop a partnership where Foothill Transit would contract to operate and maintain the vehicles. This innovative partnership was formalized through a Memorandum of Understanding ("MOU") that was approved by the City Council in 2017. The first of the two three-year options was executed in 2021, and the second three-year option is being recommended at this time. The three-year option on the DuarteBus MOU with Foothill Transit can be exercised by mutual agreement of the City and Foothill Transit. Foothill Transit is scheduled to take the MOU option to their Executive Board meeting on September 27, 2024. Several changes and adjustments have taken place with our DuarteBus system over the last 6 years of operation. Most recently in June 2023, Council approved the consolidation of the two routes and the extension of line 272 to Mountain Vista Plaza. This aimed to eliminate stops where ridership was low or absent and focused on stops where the ridership was higher. The route change was implemented in November 2023 and based on the data from the last few months, ridership on the 861 is averaging 2,100 rides per month. The most popular stops continue to be the Mountain Vista Plaza, City of Hope Metro station, Highland/Huntington, and Mountain/Beckville, in that order. Given that we are providing over 25,000 rides per year, the fixed route system continues to provide a valuable resource of transportation to the community. Last June, Council also directed staff to track the monthly savings related to the consolidation of the fixed routes and survey surrounding communities to understand the various "on demand" transit options. Since November, we are seeing an average savings of \$22,000 per month. If this continues, we project an annual savings of approximately \$250,000 per year. We also have met with surrounding cities and directly with micro transit providers to better understand how these local on demand transit operations are working and what they cost to run. We have determined that implementing even a limited hour "on demand" micro transit program in the City of Duarte would cost at least \$500,000 per year and a program that mirrors the hours of our fixed route would be twice that cost. Clearly the annual savings that we are projecting cannot cover these costs on an ongoing basis and so staff recommends that we continue to track the savings and monitor the ridership of our fixed route and report back next year after we have a full 12 months of operating the new consolidated route to evaluate alternatives and options.

ITEM 10.B. (Business Items). Discussion of a letter of support for California American Water to the California Public Utilities Commission to allow decoupling - California American Water's (CalAm) 2024-26 General Rate Case (GRC) is currently being reviewed and challenged by the California Public Utilities Commission (CPUC). Specifically, the CPUC has challenged CalAm's decoupling mechanism. Decoupling is a revenue adjustment mechanism that separates a utility company's revenue from its sales. It does so by tracking the difference between the projected sales revenues authorized by the CPUC and actual revenues billed by a utility. If the Commission approved sales projection is more than actual revenues billed by a utility, the utility can surcharge customers to cover the difference. If the projected sales are less than actual sales, then the utility will credit the customer. The goal of this mechanism is to promote water conservation efforts since utility companies can promote low water usage without sacrificing the ability to cover high fixed costs. During the 2024-26 GRC hearings, the Public Advocate's Office report found that since introducing the mechanism, decoupling has made no significant impact on consumption and does not protect low-income customers. The subsequent recommendation was to remove full decoupling from the GRC. CalAm requested a rehearing, claiming that the CPUC did not properly notify that removing

decoupling was a hearing point of discussion, and did not give any indication from prior hearings that the CPUC was heading toward removing decoupling. In past hearings, the CPUC had voted to maintain decoupling. The rehearing request was ultimately denied, challenged, and taken to the California Supreme Court (Court). The Court concluded in July 2024 that the CPUC did not provide proper notice and therefore did not allow utility companies to present evidence in favor of decoupling. A new hearing with the CPUC has been set and CalAm has requested a letter of support from cities that they serve to allow full decoupling.



ITEM: 7.C

Minutes - September 10, 2024 Regular Meeting (CC/HA/FA)

Recommended Action:

Approve the minutes of September 10, 2024.

Attachments:

[7.C - Minutes 9-10-24.pdf](#)

CITY OF DUARTE

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

TUESDAY, SEPTEMBER 10, 2024

6:00 PM – Closed Session

7:00 PM – Regular Session

1. CALL TO ORDER

Mayor Truong called the meeting to order at 6:03 p.m.

ROLL CALL:

Councilmembers Present: Finlay (arrived at 6:36 p.m.), Kang, Lewis, Martin Del Campo, Garcia, Truong

Councilmembers Absent: Schulz

Staff Present: Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Annette Juarez, City Clerk

2. ADOPTION OF THE AGENDA

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

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

NOES: NONE

ABSTAIN: NONE

ABSENT: FINLAY, SCHULZ

3. PUBLIC COMMENT – CLOSED SESSION ITEMS

None.

4. CLOSED SESSION

The City Council recessed into closed session at 6:04 p.m. to discuss the following:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to

Government Code § 54956.8:

Property: 1303-1305 Huntington Dr., Duarte, CA 91010

Agency negotiator: Community Development Director Craig Hensley

Negotiating parties: Graham Allchorn, Red Mountain Group

Under negotiation: Price and terms related to the possible disposition/acquisition of real property interest.

REGULAR SESSION

5. CALL TO ORDER

Mayor Truong called the open session to order at 7:05 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Schulz, Martin Del Campo, Garcia, Truong

Councilmembers Absent: None

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

Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Andres Rangel, Assistant to the City Manager
Albert Nuñez, Management Analyst
Frances Jimenez, Deputy City Clerk

6. PLEDGE TO THE FLAG

The flag salute was led by Ethan Finlay.

7. CITY ATTORNEY CLOSED SESSION REPORT

City Attorney Phan announced that no reportable action was taken.

8. SPECIAL ITEMS

A. Mayor's Youth Introductions and Swearing In

Recreation Supervisor Mays introduced the 2024 Mayor's Youth Council.

City Clerk Juarez gave the Oath of Office to the new members of the Mayor's Youth Council.

B. Community Development Department Update

Director of Community Development Hensley shared an update on street work being done in the city and highlighted the status of upcoming developments which included the BP Pulse EV charging station, additional buildings at City of Hope, the Wyndham hotel project, and the median project.

C. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez announced upcoming community events and reminded residents about the closure of the tennis courts at Royal Oaks Park due to the pickleball court conversion and tennis court resurfacing with a grand re-opening to come the first week of November.

9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

10. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

City Attorney Phan reminded residents about the intended use of the public comment portion of the meeting and clarified only topics that are within the city's jurisdiction may be discussed.

Dan Tran introduced himself and thanked the City Council for their work serving the residents of Duarte.

11. 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 13, 2024 Special and Regular Meetings. (CC/HA/FA)
- D. Approval of Warrants – August 27, 2024 and September 10, 2024. (CC/HA/FA)
- E. Receive and File the Community Development Department Update.

- F. Receive and File the Parks and Recreation Department Update.
- G. Receive and File the Monthly Financial Update for the month of June 2024.
- H. Approval of the award of contract for the FY 2024-25 Citywide Concrete Repair Project to FS Contractors Inc. in the amount of \$147,575.00 and approve a \$12,332.50 budget amendment to provide for a 10 percent contingency.
- I. Approval of City Council expenses.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve Items 11A-11I of the Consent Calendar.

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

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

13. PUBLIC HEARINGS

None.

14. BUSINESS ITEMS

A. Pathway Home Quarterly Update Report

City Manager Villalobos introduced Carter Hewgley and Onnie Williams from the LA County Homeless Initiative Chief Executive Office; discussed the ongoing progress of the program; and highlighted the continued communication with the city’s partners.

Onnie Williams, Local Jurisdiction Coordinator, gave an overview on the last three months of the program; thanked the City Council and staff for their cooperation; listed a few accomplishments including the reduction of homelessness by over 50% in Duarte; detailed the process of transitioning individuals to permanent housing; and reviewed services that are being provided.

In response to questions posed by the City Council, clarification was made regarding which emergency service jurisdictions respond to the site. The City Council raised concerns about the location of the program; discussed factors that negatively impact surrounding businesses, residents, and the city as a whole; suggestions were also offered for ways to improve the security around the work site.

Conversation was had regarding the future of the program. Williams invited the City Council to participate in conversations regarding the possibility of a permanent solution to homelessness as the current Pathway Home operation is a temporary program.

The City Council recommended involving the service provider further; detailed success stories of the program; and requested additional statistics on the Duarte participants of the program.

Discussion ensued regarding the safety of the program and communication channels that can be used between the various partners. Additional ideas were brought up to address the issue of perimeter security. The City Council addressed the need to collaborate with their partners and develop a working group to address any future issues and work together towards a solution.

Per questions posed by the City Council, Williams explained the process of selecting a location for the Pathway Home program. Suggestions regarding capital improvements and updating the fencing at the location were also discussed.

Williams shared that he will be providing quarterly reports to the Council and meeting quarterly with the Director of Public Safety and City Manager.

B. First Reading of Ordinance No. 923 amending the Duarte Municipal Code to change the beginning and ending dates of Commissioner terms

City Clerk Juarez reviewed the staff report regarding amending the beginning and ending dates of Commissioner terms to coincide with election cycles. Per the changes, Commissioners would be appointed beginning March 1 of the odd number years with terms ending February 28, four years later. This term amendment would allow for flexibility when it comes to recruitment and allows for new Councilmembers to participate in the appointment process.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo and carried by the following vote of the Council to approve the first reading of Ordinance No. 923.

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

C. Approval of Agreement with Evan Brooks Associates, Inc. to Provide Grant Research, Writing and Administration Services

Management Analyst Nuñez provided background information on the need for grant research, writing and administration services to support the execution of projects detailed in the approved Five-Year Capital Improvement Project (CIP) FY 2024/25 - 2028/29. He responded to questions stating the logistics of the services that are outlined in the proposed agreement and provided examples of past work the vendor has done for the City.

Moved by Councilmember Finlay, seconded by Councilmember Martin Del Campo and carried by the following vote of the Council to approve the first reading of Ordinance No. 923.

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

D. Consideration to Approve a Letter of Commitment (LOC) for the Digital Equity Competitive Grant Program

Assistant to the City Manager Rangel addressed the City Council's goal of closing the digital divide and explained the benefits of working with the Intergovernmental Broadband Coordinating Committee (IBCC) to be a subrecipient of the LA County Digital Competitive Grant application. He shared the focus of the grant application will be internet and device distribution events and summarized the funding allocation for various activities if awarded.

Discussion ensued regarding IBCC's role and the formula used to allocate the amount of funding for the City of Duarte. Assistant to the City Manager Rangel clarified the focus of the grant is to improve digital literacy and distribute hardware devices, while the study conducted the City's consultant addresses broadband infrastructure. He also provided additional information on the logistics of what each device offers, how the devices will be distributed, and to whom.

Moved by Councilmember Finlay, seconded by Councilmember Garcia and carried by the following vote of the Council to authorize the City Manager to execute a letter of commitment for the Digital Equity Competitive Grant Program.

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

15. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

City Manager Villalobos reported he attended the Duarte Chamber Board Special Meeting to introduce the City's consultant Stratiscope; attended the press conference with Senator Rubio as she awarded funding to the cities of Azusa, Duarte and Irwindale for the work done at the riverbed; and also sat in on the Metro meeting regarding the TAP-to-Exit Program.

Councilmember Martin Del Campo announced she attended the Duarte Troop 185 Eagle Scout ceremony where they recognized four scouts for achieving the highest rank.

Councilmember Schulz shared appreciation for the updates regarding the fires from the Public Safety Department and Director of Public Safety Breceda.

Councilmember Finlay also thanked Director of Public Safety Breceda for the updates and inquired about the status of the LA County Sheriff's contract and the liability trust fund. City Manager Villalobos clarified that the meeting to discuss that information will occur in the near future. Councilmember Finlay also recounted her encounters while traveling.

Councilmember Lewis welcomed his colleagues back after a canceled meeting in August.

Mayor Pro Tem Garcia reminded residents of upcoming community events and extended an invitation to residents who would like to volunteer with assisting him in bringing back the Route 66 parade.

Councilmember Kang echoed his sentiments and volunteered to assist.

Mayor Truong thanked Councilmember Kang and Schulz for their work getting the riverbed encampment free. Councilmember Schulz mentioned that many of the individuals who lived in the riverbed were housed thanks to the Pathway Home program. Mayor Truong also invited community members to the City Picnic.

17. ADJOURNMENT

Councilmember Lewis requested the meeting be adjourned in memory of Jesse Ellis, longtime resident and graduate of Duarte High School; he also expressed his deepest condolences to the wife and daughters of Jesse Ellis.

At 8:34 p.m., the City Council adjourned the meeting in honor of Jesse Ellis, Duarte High School Alumni.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 7.D

Warrants - September 24, 2024 (CC/HA/FA)

Recommended Action:

Approve the warrants of September 24, 2024.

Attachments:

[7.D - CC Warrant Register by Account 9-24-24.pdf](#)

[7.D - CC Warrant Register by Vendor 9-24-24.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	220210		50.00
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC TaiQi-QiGong Summer 2024	4976		504.00
100-1205-7612	KIWANIS CLUB OF DUARTE	Aida Torres Dues 7/01/2024 - 6/30/2025	220199		240.00
100-1005-7640	KIWANIS CLUB OF DUARTE	Cesar Garcia Dues 7/1/2025 - 6/30/2025	220199		120.00
100-1205-7783	CASEBOOK PBC	A-Team Software 7/1/2024 - 6/30/2025	4940		5,040.25
100-1205-7614	STAPLES	Office Supplies	4971		420.67
100-1605-7740	CAPITAL ONE	Splash Camp Cooking Supplies	BD25-0287		34.50
100-1605-7732	CROWN TROPHY OF SANTA C...	City Picnic Car Show Trophies	220195		1,003.78
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD25-0287		448.51
100-1605-7740	CAPITAL ONE	Day Camp Splash Cooking Class Supplies	BD25-0287		35.08
100-1605-7980	CAPITAL ONE	Parks Make Life Better Month Supplies	BD25-0287		105.50
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD25-0287		15.94
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	4969		214.16
100-1610-7618	SMART & FINAL	Senior Ctr Supplies	4969		165.04
100-1605-7735	CAPITAL ONE	Duarte Survivor Event Supplies	BD25-0287		68.51
100-1205-7614	STAPLES	Office Supplies	4971		330.60
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	4969		344.01
100-1605-7745	CARLOS I RODRIGUEZ	TC boxing Show Belts	220211		280.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 8/4/2024 - 8/17/2024	4934		2,712.06
100-2121	MOORE IACOFANO GOLTSMA...	Westminster Gardens Specific Plan 7/2024 (R101010)	220207	202417-dep-Westminister Ga...	7,787.18
100-1610-7652	IMS REFRIGERATION INC	City Yard Ice Machine Maintenance	4950		437.24
100-1825-7630	CANON FINANCIAL SERVICES I...	(2) CH/PS/SC/TC Copier Lease 9/01/2024 - 9/30/2024	220189		1,753.96
100-1825-7631	CANON FINANCIAL SERVICES I...	(2) CH/PS/SC/TC Copier Maint 7/01/2024 - 7/31/2024	220189		1,040.10
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 7/23/24 - 8/22/24	220190		30.13
100-1005-7980	SHAFFER AWARDS	City Council Name Badges	220212		125.35
100-1410-7656	LOS ANGELES COUNTY FIRE D...	Underground Tank FY25 LACO/CUPA Fees	220203		2,613.00
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet/Culinary Kids S2 Summer 2024	4978		1,204.00
100-1610-7618	ULINE INC	Under Table Umbrella Bases	4977		1,012.78
100-1610-7652	AIR-TRO INC	Public Safety HVAC Maintenance	220185		168.00
100-1205-7610	U.S. BANK	PS Staff Meeting Supplies (Target)	4930		7.89
100-1205-7610	U.S. BANK	PS Staff Meeting Supplies (Target)	4930		15.58
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	4930		7.71
100-1205-7614	U.S. BANK	Office Supplies (Target)	4930		16.53
100-1205-7615	U.S. BANK	EOC Device Adapter (Amazon)	4930		11.01
100-1205-7615	U.S. BANK	EOC Paper Holders (Amazon)	4930		136.28
100-1205-7615	U.S. BANK	EOC Equipment Tags (Amazon)	4930		41.00
100-1205-7615	U.S. BANK	EOC Equipment (Amazon)	4930		550.15
100-1205-7779	U.S. BANK	DART Trip Supplies (Target)	4930		9.99

Council Warrant Register By Account

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	DART Trip Meal 7/26/2024 (Jersey Mikes)	4930		127.85
100-1205-7779	U.S. BANK	DART Event Meal 8/23/2024 (Chick Fil A)	4930		150.38
100-1205-7779	U.S. BANK	DART Meeting Supplies 8/01/2024 (Target)	4930		15.60
100-1205-7779	U.S. BANK	DART Meeting 7/29/2024 (Little Caesars)	4930		61.45
100-1205-7779	U.S. BANK	DART Meeting Supplies 8/01/2024 (Best Buy)	4930		33.05
100-1205-7779	U.S. BANK	DART Officer Banquet 8/15/24 (Ramen Yukinoya)	4930		184.67
100-1205-7779	U.S. BANK	DART Event Wireless Speaker (Amazon)	4930		55.11
100-1205-7779	U.S. BANK	DART Meeting 8/01/2024 (Little Caesars)	4930		52.85
100-1205-7779	U.S. BANK	DART Meeting 7/31/2024 (Little Caesars)	4930		44.04
100-1205-7783	U.S. BANK	A-Team Trip Parking 7/30/24 (City of HB)	4930		15.00
100-1205-7783	U.S. BANK	A-Team Trip Supplies 7/30/24 (Walmart)	4930		129.83
100-1205-7783	U.S. BANK	A-Team Trip Meal 7/30/24 (Jersey Mikes)	4930		203.97
100-1205-7787	U.S. BANK	PS Tenant Improvement Appliance (Lowes Outlet)	4930		770.65
100-1205-7980	U.S. BANK	Arrest of the Month Giftcard (Target)	4930		25.00
100-1205-7980	U.S. BANK	NNO Table Rental 8/8/2024 (The Fun Co)	4930		144.00
100-1205-7980	U.S. BANK	Nat'l Night Out Supplies (Target)	4930		57.14
100-1205-7980	U.S. BANK	CSO/AC Interviews 8/6/2024 (Mezzaterranean)	4930		80.00
100-1205-7980	U.S. BANK	NNO Giftcard-DJ Junk Scribbles (Target)	4930		100.00
100-1205-7980	U.S. BANK	Nat'l Night Out Supplies (Smart & Final)	4930		49.05
100-1205-7980	U.S. BANK	NNO Staff/Volunteer Dinner (Sonic)	4930		101.74
100-1205-7980	U.S. BANK	Tobacco Sting Operation Lunch 7/24/24 (Umebana)	4930		107.81
100-1205-7980	U.S. BANK	Deputy Galvez Flowers (1-800- Flowers)	4930		115.74
100-1205-7980	U.S. BANK	NNO Staff/Volunteer Dinner (Costco)	4930		164.55
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Grant Operations 7/2024	4958	202419-Contract Law Enforc...	2,636.82
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 7/27/24 - 8/26/24	220190		57.84
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class S3 8/6/24 - 8/27/24	4935		72.80
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 7/2024	4964		920.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 7/2024	4964		1,680.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvement 7/2024	4964	202118-ATP Cycle 4-Professio...	320.00
100-1405-7969	RKA CONSULTING GROUP	Watson Trail Topographic Survey 7/2024	4964		18,931.25
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	220191		175.00
100-1610-7618	GRAINGER	FC Raquetball Court Light Covers	4949		257.09
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 8/21/24	4973		160.00

Council Warrant Register By Account

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Fun	220205		1,900.00
100-1205-7762	CALE AMERICA INC	WTP Fees 8/2024	4939		424.86
100-1020-7711	KRISTEN PETERSEN	Employee Labor Day Event Raffle Prizes	4961		88.09
100-1205-7779	AIDA TORRES	DART Events Expense Reimbursement	4975		489.86
100-1205-7783	AIDA TORRES	A-Team Event Expense Reimbursement	4975		110.24
100-1205-7636	CONDOR ELITE INC	Code Enforcement Officers Uniforms	220193		198.08
100-1010-7651	INTERNATIONAL EFFECTIVENE...	Election Services-Translation of Notices	4951		70.75
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate Summer 2024	4932		3,570.00
100-1410-7815	BRIGHTVIEW LANDSCAPE SER...	Brush Clearance-Brookridge Rd	4938		5,928.60
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 8/2024	4959		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 8/2024	4959		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 8/2024	4959		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 8/2024	4959		3,426.72
100-1020-7710	STRATISCOPE INC	Small Business Economic Development Planning	4972		5,000.00
100-1010-7612	CIVICPLUS LLC	Municipal Code Supplement Update	4943		635.20
100-1610-7652	WESTERN EXTERMINATOR C...	Facility Pest/Rodent/Mosquito Control 8/2024	4980		793.76
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 8/2024	4970		1,873.34
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 5/31/24 - 8/30/24	220190		88.13
100-1805-7654	LSL CPAs	FY24 Annual GASB 68 Report	220200		1,180.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Svcs 8/2024	4941		22,768.45
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 8/2024	4974		226.39
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Advisory Services 8/2024	4956		6,495.00
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 9/2024	4952		1,773.47
100-1205-7783	RAYMOND ABERNATHY	A-Team Youth Support 9/2024	4933		6,700.00
100-1205-7636	FSP DESIGNS	Public Safety Uniforms	4947		216.00
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 8/2024	4963		2,257.50
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 10/2024	4962		191.22
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	220214		4,610.87
100-1605-7733	RUBEN VIOLA	Sept/Oct Senior Ctr Newsletter	220216		818.61
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CC Mtg 8/13/2024	4936		300.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4942		13.24
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4942		45.52
100-1605-7735	SMART & FINAL	TC BBQ Event Supplies	4969		291.25
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 8/2024	4944		25.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	4967		501.09
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	4969		108.85
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2024 - 9/30/2024	BD25-0286		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2024 - 9/30/2024	BD25-0285		565.20
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	4969		266.23
100-1610-7616	SCP DISTRIBUTORS LLC	ADA LIFT Actuator for Training Pool	4965		1,308.89

Council Warrant Register By Account

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 8/1/24 - 8/31/24	BD25-0288		2,046.92
100-1610-7616	SCP DISTRIBUTORS LLC	Corner Grate For Competition Pool	4965		487.98
100-1805-7610	JOSIE BELLO-STREFF	CalPers Payroll Adjustment Training	220188		36.99
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	4948		1,129.09
100-1825-7626	FEDEX	Document Delivery	220197		21.66
100-1805-7614	STAPLES	Office Supplies	4971		272.94
100-1825-7613	STAPLES	Copier Paper	4971		151.36
100-1605-7733	SMART & FINAL	SC Beach Trip Supplies	4969		294.25
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2024	4945		1,165.90
100-1205-7761	DATA TICKET INC	DUI Processing 8/2024	4945		34.00
100-1805-7653	SECTRAN SECURITY INC	Septermber 2024 Courier Pick- up	4966		339.63
100-1605-7733	SMART & FINAL	SC Beach Trip Supplies	4969		228.26
100-1010-7980	SHAFFER AWARDS	Grace Napolitano Award Plaque	220212		55.30
100-1010-7610	BRIAN VILLALOBOS	Contract Cities Fall Conf Expense Reimbursement	220215		209.26
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Tax Revenue 8/2024	220186		7,130.25
100-2124	EMMA MENDEZ	Gazebo Rent Deposit Refund	220206		50.00
100-4801	VERONICA EYO	Refund-Pickleball #11027 (9/4/24-10/8/24)	220196		79.00
100-4806	JAMES SMITH	Excursion Cancellation Refund	220213		30.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4942		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4942		9.31
100-1205-7779	AIDA TORRES	DART Participation DHS Back to School Night	4975		33.51
100-1205-7783	AIDA TORRES	A-Team School Visits Candy	4975		12.59
100-1605-7732	STEVEN CHACON	City Picnic Entertainment	220179		500.00
100-1605-7732	PATRICK GREEN	City Picnic Entertainment	220181		500.00
100-1605-7732	RAMON SANTILLAN JR	City Picnic Entertainment	220182		500.00
100-1605-7732	JIM TULLIO	City Picnic Entertainment	220183		500.00
100-1605-7732	RAY GONZALES	City Picnic Entertainment	220180		500.00
100-1605-7732	ROBERT TULLIO	City Picnic Entertainment	220184		500.00
100-2120	TIM LANG	SC Rent Deposit Refund 7/27/2024	220201		500.00
100-2120	TERRY LIN	Pool Rent Deposit Refund 9/1/2024	4957		200.00
100-2120	MIGUEL LUNA JR	SC Rent Deposit Refund 8/31/2024	220204		500.00
100-2120	JESSICA LOPEZ	ROP Bldg Rent Deposit Refund 9/8/2024	220202		150.00
100-4404	JESSICA LOPEZ	ROP Bldg Rent Extra Time 9/8/2024	220202		-40.25
100-2120	KIMBERLY YRIGOYEN	Pool Rent Deposit Refund 8/31/2024	220217		200.00
100-2120	LAURA ORTIZ	Pool Rent Deposit Refund 9/8/2024	220209		200.00
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2024	4960		12,500.00
Fund 100 - GENERAL FUND Total:					166,435.02
Fund: 220 - GAS TAX FUN					
220-2225-7980	JCL TRAFFIC SERVICES	4th of July Event Message Board Rental	4953		1,319.54
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design Expenses	4968	202106-2205-8100-Highland P...	43.64
220-2205-8100	KHR ASSOCIATES	Highland Promenade Design/Const Plan 7/1- 8/30/2024	4954	202106-2205-8100-Highland P...	14,045.00
220-2205-8060	WEST COAST ARBORISTS INC	Tree & Stump Removal	4979		2,314.10

Council Warrant Register By Account

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design	4968	202106-2205-8100-Highland P...	252.14
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design 8/1-9/3/24	4968	202106-2205-8100-Highland P...	25,500.00
Fund 220 - GAS TAX FUN Total:					43,474.42
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	220187	202407/225-2127-Retention-...	23,081.32
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					23,081.32
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Parks Gopher Control 7/2024	220194		393.33
240-2425-7660	BEE REMOVERS	Bee Removal-2591 Starcrest	4937		140.00
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 8/2024	4959		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 8/2024	4959		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 8/2024	4959		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 8/2024	4959		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 8/2024	4959		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 8/2024	4959		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	4959		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 8/2024	4959		708.33
240-2410-7909	WEST COAST ARBORISTS INC	Tree & Stump Removal	4979		6,870.40
240-2435-7920	BRIGHTVIEW LANDSCAPE SER...	Ridgecrest Storm Drain Clean-up	4938		3,906.29
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	4955		444.98
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					52,579.30
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7785	LOS ANGELES COUNTY SHERIF...	3rd of July Fireworks Show	4958		15,377.16
290-2905-7785	LOS ANGELES COUNTY SHERIF...	4th of July Enforcement	4958		4,594.47
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					19,971.63

Council Warrant Register By Account

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7673	OCCUPATIONAL HEALTH CEN...	Drug/Alcohol Test 8/14/2024	220208		153.00
440-4405-8013	FOOTHILL TRANSIT	65th Installment of 3rd Bus 8/2024	4946		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2024	4946		19,870.32
440-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2024	4946		-873.36
440-4405-7650	CGAA INC	Fuel-Transportation Dept 8/2024	220192		123.13
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	220214		433.96
Fund 440 - PROPOSITION A TRANSIT FUND Total:					23,594.10
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	65th Installment of 3rd Bus 8/2024	4946		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2024	4946		16,257.53
460-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2024	4946		-714.57
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	220214		379.72
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,102.99
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	220187	202407/470-2127-Retention-...	13,250.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					13,250.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
475-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	220187	202407/475-2127-Retention-S...	19,959.95
Fund 475 - MEASURE M LR TRANSIT FUND Total:					19,959.95
Fund: 490 - MEASURE W (WATER/STORMWATER)					
490-4905-7980	GWMA	FY23 Harbor Toxic Upstream Fees	220198		1,294.59
490-4905-7980	GWMA	FY24 Harbor Toxic Upstream Fees	220198		1,488.77
490-4905-7980	RKA CONSULTING GROUP	NPDES Commercial Facilities Inspections 7/2024	4964		2,520.00
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					5,303.36
Grand Total:					386,752.09

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	166,435.02
220 - GAS TAX FUN	43,474.42
225 - SB-1, Road Maintenance/Rehab Fund	23,081.32
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	52,579.30
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	19,971.63
440 - PROPOSITION A TRANSIT FUND	23,594.10
460 - PROPOSITION C TRANSIT FUND	19,102.99
470 - MEASURE R LR TRANSIT FUND	13,250.00
475 - MEASURE M LR TRANSIT FUND	19,959.95
490 - MEASURE W (WATER/STORMWATER)	5,303.36
Grand Total:	386,752.09

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	120.00
100-1005-7980	Other Expenses	125.35
100-1010-7610	Travel, Mtgs & Conf	209.26
100-1010-7612	Publications and Dues	635.20
100-1010-7651	Election Services	70.75
100-1010-7670	Legal Notices	1,873.34
100-1010-7980	Other Expenses	55.30
100-1020-7710	Chamber Of Commerce	5,000.00
100-1020-7711	Employee Recognition C...	88.09
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	300.00
100-1205-7610	Travel, Mtgs & Conf	23.47
100-1205-7612	Publications and Dues	240.00
100-1205-7614	Office Supplies	775.51
100-1205-7615	Emergency Supplies	738.44
100-1205-7636	Uniforms	414.08
100-1205-7655	Emergency Services	226.39
100-1205-7761	Parking Ticket Collect	8,330.15
100-1205-7762	Parking Pass Kiosk Costs	424.86
100-1205-7779	Youth Programs	1,258.36
100-1205-7781	Contract Law Enforceme...	2,636.82
100-1205-7782	Crossing Guard Contract...	2,712.06
100-1205-7783	A-Team Program	12,211.88
100-1205-7787	Public Safety Cntr Lease	770.65
100-1205-7980	Other Expenses	945.03
100-1405-7690	Planning Commission	50.00
100-1405-7800	Building Department Ser...	23,885.85
100-1405-7965	Professional Services	320.00
100-1405-7969	City Engineer	21,531.25
100-1405-7975	Economic Development ...	6,495.00
100-1410-7656	Emergency Generator	2,773.00
100-1410-7814	Graffiti Removal	4,610.87
100-1410-7815	Brush Clearance	8,084.60
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	1,900.00
100-1605-7732	City Picnic	4,003.78
100-1605-7733	Senior Center	2,449.37
100-1605-7735	Teen Center	359.76
100-1605-7736	Youth & Adult Recreatio...	4,846.80
100-1605-7740	Day Camps	534.03
100-1605-7745	Boxing Program	280.00
100-1605-7756	Senior Recreation Classes	504.00
100-1605-7980	Other Expenses	105.50

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7616	Pool Supplies	1,796.87
100-1610-7617	Pool Chemicals	1,129.09
100-1610-7618	Building Supplies	1,936.00
100-1610-7636	Uniforms	38.93
100-1610-7652	Building Maint Services	3,418.52
100-1805-7610	Travel, Mtgs & Conf	36.99
100-1805-7614	Office Supplies	272.94
100-1805-7653	Bank Charges	339.63
100-1805-7654	Audit Services	1,180.00
100-1810-7660	Other Services	25.00
100-1815-7632	Software	2,046.92
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	151.36
100-1825-7626	Postage	21.66
100-1825-7630	Equipment Lease	1,753.96
100-1825-7631	Equipment Maintenance	1,216.20
100-1825-7687	Waste Mgmt Services	2,257.50
100-2120	Refundable Deposits	1,750.00
100-2121	Pass Through Deposits	7,787.18
100-2124	Gazebo Refundable Dep...	50.00
100-4404	Other Building Rentals	-40.25
100-4801	Youth & Adult Recreatio...	79.00
100-4806	Excursion Fees	30.00
220-2205-8060	Sidewalk Improvements ...	2,314.10
220-2205-8100	Other Capital Improvem...	39,840.78
220-2225-7980	Other Expenses	1,319.54
225-2127	Retention Payable	23,081.32
240-2410-7662	Other Serv-Citywide	393.33
240-2410-7888	Repairs-Citywide	444.98
240-2410-7909	Tree Trim-Residential	6,870.40
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7660	Other Services	140.00
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
240-2435-7920	Debris Basin/Storm Drain..	3,906.29
290-2905-7785	Special Events Patrol	19,971.63
440-4405-7650	Vehicle Maintenance	123.13
440-4405-7673	Physical Exams	153.00
440-4405-7814	Graffiti Removal	433.96
440-4405-7960	Foothill Transit Operatio...	19,870.32
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-873.36
460-4605-7814	Graffiti Removal	379.72
460-4605-7960	Foothill Tranist Operatio...	16,257.53

Account Summary

Account Number	Account Name	Payment Amount
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-714.57
470-2127	Retention Payable	13,250.00
475-2127	Retention Payable	19,959.95
490-4905-7980	Other Expenses	5,303.36
Grand Total:		386,752.09

Project Account Summary

Project Account Key	Payment Amount
None	279,876.04
202106-2205-8100-Highland Promenade Measure M	39,840.78
202118-ATP Cycle 4-Professional Svcs	320.00
202407/225-2127-Retention-2024 St Rehab Project	23,081.32
202407/470-2127-Retention-2024 Street Rehab	13,250.00
202407/475-2127-Retention-Street Improv-FY24	19,959.95
202417-dep-Westminister Garden Specific Plan & EIR	7,787.18
202419-Contract Law Enforcement-Tobacco Grant	2,636.82
Grand Total:	386,752.09



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6393 - 360 MARITAL ARTS ACADEMY INC					
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate Summer 2024	827		3,570.00
Vendor 6393 - 360 MARITAL ARTS ACADEMY INC Total:					3,570.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Events Expense Reimbursement	8/4-8/17/2024		489.86
100-1205-7783	AIDA TORRES	A-Team Event Expense Reimbursement	8/4-8/17/2024		110.24
100-1205-7779	AIDA TORRES	DART Participation DHS Back to School Night	8/27/2024		33.51
100-1205-7783	AIDA TORRES	A-Team School Visits Candy	8/27/2024		12.59
Vendor 1388 - AIDA TORRES Total:					646.20
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Maintenance	447916		168.00
Vendor 2061 - AIR-TRO INC Total:					168.00
Vendor: 3661 - ALHAMBRA SUPERIOR COURT					
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Tax Revenue 8/2024	9092024		7,130.25
Vendor 3661 - ALHAMBRA SUPERIOR COURT Total:					7,130.25
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 8/4/2024 - 8/17/2024	94912		2,712.06
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					2,712.06
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class S3 8/6/24 - 8/27/24	8272024		72.80
Vendor 6429 - ARK INTERNATIONAL INC Total:					72.80
Vendor: 6653 - BAKERS MAN PRODUCTIONS LLC					
100-1020-7726	BAKERS MAN PRODUCTIONS L...	Live-Switching & Recording of CC Mtg 8/13/2024	408331		300.00
Vendor 6653 - BAKERS MAN PRODUCTIONS LLC Total:					300.00
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	3/18/2024		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	Contract Cities Fall Conf Expense Reimbursement	9/6/24-9/8/24		209.26
Vendor 1003 - BRIAN VILLALOBOS Total:					209.26
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1410-7815	BRIGHTVIEW LANDSCAPE SER...	Brush Clearance-Brookridge Rd	9062162		5,928.60
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					5,928.60
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 8/2024	182044		424.86
Vendor 5559 - CALE AMERICA INC Total:					424.86
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	(2) CH/PS/SC/TC Copier Lease 9/01/2024 - 9/30/2024	34592388		1,753.96
100-1825-7631	CANON FINANCIAL SERVICES I...	(2) CH/PS/SC/TC Copier Maint 7/01/2024 - 7/31/2024	34592388		1,040.10
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,794.06

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 7/23/24 - 8/22/24	6009060419		30.13
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 7/27/24 - 8/26/24	6009099283		57.84
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 5/31/24 - 8/30/24	6009139816		88.13
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					176.10
Vendor: 6229 - CAPITAL ONE					
100-1605-7740	CAPITAL ONE	Splash Camp Cooking Supplies	00153		34.50
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	24030		448.51
100-1605-7740	CAPITAL ONE	Day Camp Splash Cooking Class Supplies	04161		35.08
100-1605-7980	CAPITAL ONE	Parks Make Life Better Month Supplies	50950		105.50
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	02511		15.94
100-1605-7735	CAPITAL ONE	Duarte Survivor Event Supplies	00259		68.51
Vendor 6229 - CAPITAL ONE Total:					708.04
Vendor: 6534 - CARLOS I RODRIGUEZ					
100-1605-7745	CARLOS I RODRIGUEZ	TC boxing Show Belts	009		280.00
Vendor 6534 - CARLOS I RODRIGUEZ Total:					280.00
Vendor: 6668 - CASEBOOK PBC					
100-1205-7783	CASEBOOK PBC	A-Team Software 7/1/2024 - 6/30/2025	3381		5,040.25
Vendor 6668 - CASEBOOK PBC Total:					5,040.25
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Srvcs 8/2024	67815		22,768.45
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					22,768.45
Vendor: 5586 - CHRISTOPHER J TUCKER					
100-1605-7756	CHRISTOPHER J TUCKER	Instructor Fee-SC TaiQi-QiGong Summer 2024	10-6252024		504.00
Vendor 5586 - CHRISTOPHER J TUCKER Total:					504.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4203856734		13.24
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4203856734		45.52
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4204736039		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4204736039		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					93.76
Vendor: 6427 - CIVICPLUS LLC					
100-1010-7612	CIVICPLUS LLC	Municipal Code Supplement Update	314974		635.20
Vendor 6427 - CIVICPLUS LLC Total:					635.20
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 8/2024	CMC18054		25.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					25.00
Vendor: 6038 - CONDOR ELITE INC					
100-1205-7636	CONDOR ELITE INC	Code Enforcement Officers Uniforms	CO-36242		198.08
Vendor 6038 - CONDOR ELITE INC Total:					198.08
Vendor: 6542 - CROWN TROPHY OF SANTA CLARITA					
100-1605-7732	CROWN TROPHY OF SANTA C...	City Picnic Car Show Trophies	1135		1,003.78
Vendor 6542 - CROWN TROPHY OF SANTA CLARITA Total:					1,003.78
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2024	170050		1,165.90
100-1205-7761	DATA TICKET INC	DUI Processing 8/2024	170061		34.00
Vendor 5501 - DATA TICKET INC Total:					1,199.90

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4861 - EMMA MENDEZ					
100-2124	EMMA MENDEZ	Gazebo Rent Deposit Refund	2001952.002		50.00
Vendor T4861 - EMMA MENDEZ Total:					50.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-612-74509		21.66
Vendor 0087 - FEDEX Total:					21.66
Vendor: 4039 - FSP DESIGNS					
100-1205-7636	FSP DESIGNS	Public Safety Uniforms	12192		216.00
Vendor 4039 - FSP DESIGNS Total:					216.00
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	151832		1,129.09
Vendor 4690 - FULLER ENGINEERING INC Total:					1,129.09
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 8/1/24 - 8/31/24	5052962466		2,046.92
Vendor 6181 - GOOGLE LLC Total:					2,046.92
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	FC Raquetball Court Light Covers	9232061763		257.09
Vendor 1092 - GRAINGER Total:					257.09
Vendor: 1614 - IMS REFRIGERATION INC					
100-1610-7652	IMS REFRIGERATION INC	City Yard Ice Machine Maintenance	55771		437.24
Vendor 1614 - IMS REFRIGERATION INC Total:					437.24
Vendor: 6291 - INTERNATIONAL EFFECTIVENESS CENTER					
100-1010-7651	INTERNATIONAL EFFECTIVENESS CENTER	Election Services-Translation of Notices	43298		70.75
Vendor 6291 - INTERNATIONAL EFFECTIVENESS CENTER Total:					70.75
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Services 9/2024	987888		1,773.47
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,773.47
Vendor: T4862 - JAMES SMITH					
100-4806	JAMES SMITH	Excursion Cancellation Refund	2001956.002		30.00
Vendor T4862 - JAMES SMITH Total:					30.00
Vendor: T4233 - JESSICA LOPEZ					
100-2120	JESSICA LOPEZ	ROP Bldg Rent Deposit Refund 9/8/2024	R105123		150.00
100-4404	JESSICA LOPEZ	ROP Bldg Rent Extra Time 9/8/2024	R105123		-40.25
Vendor T4233 - JESSICA LOPEZ Total:					109.75
Vendor: 6665 - JIM TULLIO					
100-1605-7732	JIM TULLIO	City Picnic Entertainment	9/21/2024		500.00
Vendor 6665 - JIM TULLIO Total:					500.00
Vendor: 6667 - JOSIE BELLO-STREFF					
100-1805-7610	JOSIE BELLO-STREFF	CalPers Payroll Adjustment Training	8/28/2024		36.99
Vendor 6667 - JOSIE BELLO-STREFF Total:					36.99
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Ballet/Culinary Kids S2 Summer 2024	8272024		1,204.00
Vendor T3851 - JOVANA VILLEGAS Total:					1,204.00
Vendor: T3380 - KIMBERLY YRIGOYEN					
100-2120	KIMBERLY YRIGOYEN	Pool Rent Deposit Refund 8/31/2024	R105238		200.00
Vendor T3380 - KIMBERLY YRIGOYEN Total:					200.00

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0388 - KIWANIS CLUB OF DUARTE					
100-1205-7612	KIWANIS CLUB OF DUARTE	Aida Torres Dues 7/01/2024 - 6/30/2025	24-007		240.00
100-1005-7640	KIWANIS CLUB OF DUARTE	Cesar Garcia Dues 7/1/2025 - 6/30/2025	24-008		120.00
Vendor 0388 - KIWANIS CLUB OF DUARTE Total:					360.00
Vendor: 1592 - KRISTEN PETERSEN					
100-1020-7711	KRISTEN PETERSEN	Employee Labor Day Event Raffle Prizes	8/28/2024		88.09
Vendor 1592 - KRISTEN PETERSEN Total:					88.09
Vendor: T2400 - LAURA ORTIZ					
100-2120	LAURA ORTIZ	Pool Rent Deposit Refund 9/8/2024	R105354		200.00
Vendor T2400 - LAURA ORTIZ Total:					200.00
Vendor: 6587 - LEE & ASSOCIATES - PASADENA INC					
100-1405-7975	LEE & ASSOCIATES - PASADENA INC	Real Estate Advisory Services 8/2024	9012024		6,495.00
Vendor 6587 - LEE & ASSOCIATES - PASADENA INC Total:					6,495.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2024 - 9/30/2024	250942892		552.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 9/1/2024 - 9/30/2024	250944788		565.20
Vendor 5761 - LIFE STORAGE #530 Total:					1,117.40
Vendor: 4910 - LOS ANGELES COUNTY FIRE DEPARTMENT					
100-1410-7656	LOS ANGELES COUNTY FIRE DEPARTMENT	Underground Tank FY25 LACO/CUPA Fees	IN0451435		2,613.00
Vendor 4910 - LOS ANGELES COUNTY FIRE DEPARTMENT Total:					2,613.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	Tobacco Grant Operations 7/2024	250230MR	202419-Contract Law Enforcement	2,636.82
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					2,636.82
Vendor: 4086 - LSL CPAs					
100-1805-7654	LSL CPAs	FY24 Annual GASB 68 Report	64206		1,180.00
Vendor 4086 - LSL CPAs Total:					1,180.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Duarte Family Feud Fun	10/5/2024		1,900.00
Vendor 4422 - MARILYN MAYS Total:					1,900.00
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 8/2024	109562		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 8/2024	109562		76.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 8/2024	109562		2,080.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 8/2024	109562		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2024	13756		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: T4860 - MIGUEL LUNA JR					
100-2120	MIGUEL LUNA JR	SC Rent Deposit Refund 8/31/2024	R105017		500.00
Vendor T4860 - MIGUEL LUNA JR Total:					500.00

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMA...	Westminster Gardens Specific Plan 7/2024 (R101010)	0087625	202417-dep-Westminister Ga...	7,787.18
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					7,787.18
Vendor: 6663 - PATRICK GREEN					
100-1605-7732	PATRICK GREEN	City Picnic Entertainment	9/21/2024		500.00
Vendor 6663 - PATRICK GREEN Total:					500.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 10/2024	1721501		191.22
Vendor 2466 - POST ALARM SYSTEMS Total:					191.22
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting 8/2024	123646		2,257.50
Vendor 6372 - R3 CONSULTING GROUP Total:					2,257.50
Vendor: 6664 - RAMON SANTILLAN JR					
100-1605-7732	RAMON SANTILLAN JR	City Picnic Entertainment	9/21/2024		500.00
Vendor 6664 - RAMON SANTILLAN JR Total:					500.00
Vendor: 6662 - RAY GONZALES					
100-1605-7732	RAY GONZALES	City Picnic Entertainment	9/21/2024		500.00
Vendor 6662 - RAY GONZALES Total:					500.00
Vendor: 6652 - RAYMOND ABERNATHY					
100-1205-7783	RAYMOND ABERNATHY	A-Team Youth Support 9/2024	TRA-6		6,700.00
Vendor 6652 - RAYMOND ABERNATHY Total:					6,700.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 7/2024	35117		920.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 7/2024	35118		1,680.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvement 7/2024	35119	202118-ATP Cycle 4-Professio...	320.00
100-1405-7969	RKA CONSULTING GROUP	Watson Trail Topographic Survey 7/2024	35120		18,931.25
Vendor 0904 - RKA CONSULTING GROUP Total:					21,851.25
Vendor: 6666 - ROBERT TULLIO					
100-1605-7732	ROBERT TULLIO	City Picnic Entertainment	9/21/2024		500.00
Vendor 6666 - ROBERT TULLIO Total:					500.00
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	9/26/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 6585 - RUBEN VIOLA					
100-1605-7733	RUBEN VIOLA	Sept/Oct Senior Ctr Newsletter	3419		818.61
Vendor 6585 - RUBEN VIOLA Total:					818.61
Vendor: 4909 - SCP DISTRIBUTORS LLC					
100-1610-7616	SCP DISTRIBUTORS LLC	ADA LIFT Actuator for Training Pool	71665816		1,308.89
100-1610-7616	SCP DISTRIBUTORS LLC	Corner Grate For Competition Pool	71665981		487.98
Vendor 4909 - SCP DISTRIBUTORS LLC Total:					1,796.87
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	Septermber 2024 Courier Pick-up	24090666		339.63
Vendor 6277 - SECTRAN SECURITY INC Total:					339.63
Vendor: 0202 - SHAFFER AWARDS					
100-1005-7980	SHAFFER AWARDS	City Council Name Badges	8278		125.35
100-1010-7980	SHAFFER AWARDS	Grace Napolitano Award Plaque	8295		55.30
Vendor 0202 - SHAFFER AWARDS Total:					180.65

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	073119		501.09
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					501.09
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	671477		214.16
100-1610-7618	SMART & FINAL	Senior Ctr Supplies	715222		165.04
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	036622		344.01
100-1605-7735	SMART & FINAL	TC BBQ Event Supplies	553799		291.25
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	250444		108.85
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	267055		266.23
100-1605-7733	SMART & FINAL	SC Beach Trip Supplies	028100		294.25
100-1605-7733	SMART & FINAL	SC Beach Trip Supplies	334944		228.26
Vendor 0209 - SMART & FINAL Total:					1,912.05
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 8/2024	597944		1,873.34
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					1,873.34
Vendor: 2688 - STAPLES					
100-1205-7614	STAPLES	Office Supplies	6006981826		420.67
100-1205-7614	STAPLES	Office Supplies	6009282549		330.60
100-1805-7614	STAPLES	Office Supplies	6011569641		272.94
100-1825-7613	STAPLES	Copier Paper	6011569641		151.36
Vendor 2688 - STAPLES Total:					1,175.57
Vendor: 6661 - STEVEN CHACON					
100-1605-7732	STEVEN CHACON	City Picnic Entertainment	9/21/2024		500.00
Vendor 6661 - STEVEN CHACON Total:					500.00
Vendor: 6626 - STRATISCOPE INC					
100-1020-7710	STRATISCOPE INC	Small Business Economic Development Planning	2536		5,000.00
Vendor 6626 - STRATISCOPE INC Total:					5,000.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 8/21/24	SA-47597		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	18185		4,610.87
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					4,610.87
Vendor: T4776 - TERRY LIN					
100-2120	TERRY LIN	Pool Rent Deposit Refund 9/1/2024	R104872		200.00
Vendor T4776 - TERRY LIN Total:					200.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 8/2024	850701123		226.39
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					226.39
Vendor: T4657 - TIM LANG					
100-2120	TIM LANG	SC Rent Deposit Refund 7/27/2024	R104542		500.00
Vendor T4657 - TIM LANG Total:					500.00
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	PS Staff Meeting Supplies (Target)	8262024LB		7.89
100-1205-7610	U.S. BANK	PS Staff Meeting Supplies (Target)	8262024LB		15.58
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	8262024LB		7.71
100-1205-7614	U.S. BANK	Office Supplies (Target)	8262024LB		16.53
100-1205-7615	U.S. BANK	EOC Device Adapter (Amazon)	8262024LB		11.01
100-1205-7615	U.S. BANK	EOC Equipment Tags (Amazon)	8262024LB		41.00
100-1205-7615	U.S. BANK	EOC Equipment (Amazon)	8262024LB		550.15

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	EOC Paper Holders (Amazon)	8262024LB		136.28
100-1205-7779	U.S. BANK	DART Meeting Supplies 8/01/2024 (Best Buy)	8262024LB		33.05
100-1205-7779	U.S. BANK	DART Event Wireless Speaker (Amazon)	8262024LB		55.11
100-1205-7779	U.S. BANK	DART Meeting 7/29/2024 (Little Caesars)	8262024LB		61.45
100-1205-7779	U.S. BANK	DART Meeting Supplies 8/01/2024 (Target)	8262024LB		15.60
100-1205-7779	U.S. BANK	DART Trip Meal 7/26/2024 (Jersey Mikes)	8262024LB		127.85
100-1205-7779	U.S. BANK	DART Event Meal 8/23/2024 (Chick Fil A)	8262024LB		150.38
100-1205-7779	U.S. BANK	DART Officer Banquet 8/15/24 (Ramen Yukinoya)	8262024LB		184.67
100-1205-7779	U.S. BANK	DART Trip Supplies (Target)	8262024LB		9.99
100-1205-7779	U.S. BANK	DART Meeting 8/01/2024 (Little Caesars)	8262024LB		52.85
100-1205-7779	U.S. BANK	DART Meeting 7/31/2024 (Little Caesars)	8262024LB		44.04
100-1205-7783	U.S. BANK	A-Team Trip Meal 7/30/24 (Jersey Mikes)	8262024LB		203.97
100-1205-7783	U.S. BANK	A-Team Trip Supplies 7/30/24 (Walmart)	8262024LB		129.83
100-1205-7783	U.S. BANK	A-Team Trip Parking 7/30/24 (City of HB)	8262024LB		15.00
100-1205-7787	U.S. BANK	PS Tenant Improvement Appliance (Lowe's Outlet)	8262024LB		770.65
100-1205-7980	U.S. BANK	NNO Staff/Volunteer Dinner (Costco)	8262024LB		164.55
100-1205-7980	U.S. BANK	NNO Table Rental 8/8/2024 (The Fun Co)	8262024LB		144.00
100-1205-7980	U.S. BANK	Deputy Galvez Flowers (1-800- Flowers)	8262024LB		115.74
100-1205-7980	U.S. BANK	Tobacco Sting Operation Lunch 7/24/24 (Umebana)	8262024LB		107.81
100-1205-7980	U.S. BANK	NNO Staff/Volunteer Dinner (Sonic)	8262024LB		101.74
100-1205-7980	U.S. BANK	NNO Giftcard-DJ Junk Scribbles (Target)	8262024LB		100.00
100-1205-7980	U.S. BANK	CSO/AC Interviews 8/6/2024 (Mezzaterranean)	8262024LB		80.00
100-1205-7980	U.S. BANK	Arrest of the Month Giftcard (Target)	8262024LB		25.00
100-1205-7980	U.S. BANK	Nat'l Night Out Supplies (Target)	8262024LB		57.14
100-1205-7980	U.S. BANK	Nat'l Night Out Supplies (Smart & Final)	8262024LB		49.05
Vendor 4484 - U.S. BANK Total:					3,585.62
Vendor: 5907 - ULINE INC					
100-1610-7618	ULINE INC	Under Table Umbrella Bases	182293570		1,012.78
Vendor 5907 - ULINE INC Total:					1,012.78
Vendor: T4859 - VERONICA EYO					
100-4801	VERONICA EYO	Refund-Pickleball #11027 (9/4/24-10/8/24)	2001955.002		79.00
Vendor T4859 - VERONICA EYO Total:					79.00
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Facility Pest/Rodent/Mosquito Control 8/2024	446812C		793.76
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					793.76
Fund 100 - GENERAL FUND Total:					166,435.02

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2225-7980	JCL TRAFFIC SERVICES	4th of July Event Message Board Rental	124879		1,319.54
Vendor 3957 - JCL TRAFFIC SERVICES Total:					1,319.54
Vendor: 6206 - KHR ASSOCIATES					
220-2205-8100	KHR ASSOCIATES	Highland Promenade Design/Const Plan 7/1-8/30/2024	24-11278	202106-2205-8100-Highland P...	14,045.00
Vendor 6206 - KHR ASSOCIATES Total:					14,045.00
Vendor: 6602 - SITE DESIGN STUDIO INC					
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design Expenses	24-08001R	202106-2205-8100-Highland P...	43.64
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design	24-09001R	202106-2205-8100-Highland P...	252.14
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design 8/1-9/3/24	24-08007	202106-2205-8100-Highland P...	25,500.00
Vendor 6602 - SITE DESIGN STUDIO INC Total:					25,795.78
Vendor: 1521 - WEST COAST ARBORISTS INC					
220-2205-8060	WEST COAST ARBORISTS INC	Tree & Stump Removal	218534		2,314.10
Vendor 1521 - WEST COAST ARBORISTS INC Total:					2,314.10
Fund 220 - GAS TAX FUN Total:					43,474.42
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 3655 - ALL AMERICAN ASPHALT					
225-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	208066	202407/225-2127-Retention-...	23,081.32
Vendor 3655 - ALL AMERICAN ASPHALT Total:					23,081.32
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					23,081.32
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1060 - BEE REMOVERS					
240-2425-7660	BEE REMOVERS	Bee Removal-2591 Starcrest	602661		140.00
Vendor 1060 - BEE REMOVERS Total:					140.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2435-7920	BRIGHTVIEW LANDSCAPE SER...	Ridgecrest Storm Drain Clean-up	9063953		3,906.29
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					3,906.29
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Parks Gopher Control 7/2024	250107		393.33
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					393.33
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	4203074		444.98
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					444.98
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 8/2024	109562		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 8/2024	109562		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 8/2024	109562		2,733.32
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 8/2024	109562		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 8/2024	109562		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		693.80

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 8/2024	109562		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 8/2024	109562		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 8/2024	109562		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7909	WEST COAST ARBORISTS INC	Tree & Stump Removal	218534		6,870.40
Vendor 1521 - WEST COAST ARBORISTS INC Total:					6,870.40
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					52,579.30
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7785	LOS ANGELES COUNTY SHERIF...	3rd of July Fireworks Show	250228MR		15,377.16
290-2905-7785	LOS ANGELES COUNTY SHERIF...	4th of July Enforcement	250280MR		4,594.47
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					19,971.63
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					19,971.63
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 6592 - CGAA INC					
440-4405-7650	CGAA INC	Fuel-Transportation Dept 8/2024	1021		123.13
Vendor 6592 - CGAA INC Total:					123.13
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	65th Installment of 3rd Bus 8/2024	SI010389		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2024	SI010390		19,870.32
440-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2024	SI010390		-873.36
Vendor 3192 - FOOTHILL TRANSIT Total:					22,884.01
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA					
440-4405-7673	OCCUPATIONAL HEALTH CEN...	Drug/Alcohol Test 8/14/2024	84146299		153.00
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA Total:					153.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	18185		433.96
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					433.96
Fund 440 - PROPOSITION A TRANSIT FUND Total:					23,594.10
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	65th Installment of 3rd Bus 8/2024	SI010389		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2024	SI010390		16,257.53

Council Warrant Register By Vendor

Payment Dates: 9/12/2024 - 9/25/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
460-5004	FOOTHILL TRANSIT	Duarte Local Service 7/2024	SI010390		-714.57
Vendor 3192 - FOOTHILL TRANSIT Total:					18,723.27
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 8/2024	18185		379.72
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					379.72
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,102.99
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 3655 - ALL AMERICAN ASPHALT					
470-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	208066	202407/470-2127-Retention-...	13,250.00
Vendor 3655 - ALL AMERICAN ASPHALT Total:					13,250.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					13,250.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
Vendor: 3655 - ALL AMERICAN ASPHALT					
475-2127	ALL AMERICAN ASPHALT	Retention-FY24 Street Rehab Project	208066	202407/475-2127-Retention-S...	19,959.95
Vendor 3655 - ALL AMERICAN ASPHALT Total:					19,959.95
Fund 475 - MEASURE M LR TRANSIT FUND Total:					19,959.95
Fund: 490 - MEASURE W (WATER/STORMWATER)					
Vendor: 5579 - GWMA					
490-4905-7980	GWMA	FY23 Harbor Toxic Upstream Fees	HTU-22-20		1,294.59
490-4905-7980	GWMA	FY24 Harbor Toxic Upstream Fees	HTU-23-20		1,488.77
Vendor 5579 - GWMA Total:					2,783.36
Vendor: 0904 - RKA CONSULTING GROUP					
490-4905-7980	RKA CONSULTING GROUP	NPDES Commercial Facilities Inspections 7/2024	35121		2,520.00
Vendor 0904 - RKA CONSULTING GROUP Total:					2,520.00
Fund 490 - MEASURE W (WATER/STORMWATER) Total:					5,303.36
Grand Total:					386,752.09

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	166,435.02
220 - GAS TAX FUN	43,474.42
225 - SB-1, Road Maintenance/Rehab Fund	23,081.32
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	52,579.30
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	19,971.63
440 - PROPOSITION A TRANSIT FUND	23,594.10
460 - PROPOSITION C TRANSIT FUND	19,102.99
470 - MEASURE R LR TRANSIT FUND	13,250.00
475 - MEASURE M LR TRANSIT FUND	19,959.95
490 - MEASURE W (WATER/STORMWATER)	5,303.36
Grand Total:	386,752.09

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	120.00
100-1005-7980	Other Expenses	125.35
100-1010-7610	Travel, Mtgs & Conf	209.26
100-1010-7612	Publications and Dues	635.20
100-1010-7651	Election Services	70.75
100-1010-7670	Legal Notices	1,873.34
100-1010-7980	Other Expenses	55.30
100-1020-7710	Chamber Of Commerce	5,000.00
100-1020-7711	Employee Recognition C...	88.09
100-1020-7724	Post Office Parking	312.00
100-1020-7726	Council Cablecasting	300.00
100-1205-7610	Travel, Mtgs & Conf	23.47
100-1205-7612	Publications and Dues	240.00
100-1205-7614	Office Supplies	775.51
100-1205-7615	Emergency Supplies	738.44
100-1205-7636	Uniforms	414.08
100-1205-7655	Emergency Services	226.39
100-1205-7761	Parking Ticket Collect	8,330.15
100-1205-7762	Parking Pass Kiosk Costs	424.86
100-1205-7779	Youth Programs	1,258.36
100-1205-7781	Contract Law Enforceme...	2,636.82
100-1205-7782	Crossing Guard Contract...	2,712.06
100-1205-7783	A-Team Program	12,211.88
100-1205-7787	Public Safety Cntr Lease	770.65
100-1205-7980	Other Expenses	945.03
100-1405-7690	Planning Commission	50.00
100-1405-7800	Building Department Ser...	23,885.85
100-1405-7965	Professional Services	320.00
100-1405-7969	City Engineer	21,531.25
100-1405-7975	Economic Development ...	6,495.00
100-1410-7656	Emergency Generator	2,773.00
100-1410-7814	Graffiti Removal	4,610.87
100-1410-7815	Brush Clearance	8,084.60
100-1415-7916	Landscape-Sport Park	3,426.72
100-1500	Advances	1,900.00
100-1605-7732	City Picnic	4,003.78
100-1605-7733	Senior Center	2,449.37
100-1605-7735	Teen Center	359.76
100-1605-7736	Youth & Adult Recreatio...	4,846.80
100-1605-7740	Day Camps	534.03
100-1605-7745	Boxing Program	280.00
100-1605-7756	Senior Recreation Classes	504.00
100-1605-7980	Other Expenses	105.50

Account Summary

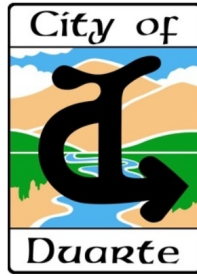
Account Number	Account Name	Payment Amount
100-1610-7616	Pool Supplies	1,796.87
100-1610-7617	Pool Chemicals	1,129.09
100-1610-7618	Building Supplies	1,936.00
100-1610-7636	Uniforms	38.93
100-1610-7652	Building Maint Services	3,418.52
100-1805-7610	Travel, Mtgs & Conf	36.99
100-1805-7614	Office Supplies	272.94
100-1805-7653	Bank Charges	339.63
100-1805-7654	Audit Services	1,180.00
100-1810-7660	Other Services	25.00
100-1815-7632	Software	2,046.92
100-1815-7965	Professional Services	12,500.00
100-1825-7613	Duplications And Photos	151.36
100-1825-7626	Postage	21.66
100-1825-7630	Equipment Lease	1,753.96
100-1825-7631	Equipment Maintenance	1,216.20
100-1825-7687	Waste Mgmt Services	2,257.50
100-2120	Refundable Deposits	1,750.00
100-2121	Pass Through Deposits	7,787.18
100-2124	Gazebo Refundable Dep...	50.00
100-4404	Other Building Rentals	-40.25
100-4801	Youth & Adult Recreatio...	79.00
100-4806	Excursion Fees	30.00
220-2205-8060	Sidewalk Improvements ...	2,314.10
220-2205-8100	Other Capital Improvem...	39,840.78
220-2225-7980	Other Expenses	1,319.54
225-2127	Retention Payable	23,081.32
240-2410-7662	Other Serv-Citywide	393.33
240-2410-7888	Repairs-Citywide	444.98
240-2410-7909	Tree Trim-Residential	6,870.40
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7660	Other Services	140.00
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
240-2435-7920	Debris Basin/Storm Drain..	3,906.29
290-2905-7785	Special Events Patrol	19,971.63
440-4405-7650	Vehicle Maintenance	123.13
440-4405-7673	Physical Exams	153.00
440-4405-7814	Graffiti Removal	433.96
440-4405-7960	Foothill Transit Operatio...	19,870.32
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-873.36
460-4605-7814	Graffiti Removal	379.72
460-4605-7960	Foothill Tranist Operatio...	16,257.53

Account Summary

Account Number	Account Name	Payment Amount
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-714.57
470-2127	Retention Payable	13,250.00
475-2127	Retention Payable	19,959.95
490-4905-7980	Other Expenses	5,303.36
Grand Total:		386,752.09

Project Account Summary

Project Account Key	Payment Amount
None	279,876.04
202106-2205-8100-Highland Promenade Measure M	39,840.78
202118-ATP Cycle 4-Professional Svcs	320.00
202407/225-2127-Retention-2024 St Rehab Project	23,081.32
202407/470-2127-Retention-2024 Street Rehab	13,250.00
202407/475-2127-Retention-Street Improv-FY24	19,959.95
202417-dep-Westminister Garden Specific Plan & EIR	7,787.18
202419-Contract Law Enforcement-Tobacco Grant	2,636.82
Grand Total:	386,752.09



ITEM: 7.E

Monthly Financial Update

Recommended Action:

Receive and File the Monthly Financial Update for July.

Attachments:

[7.E - Monthly Financial Report for July 2025_\(FY2024-25\).pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended July 31, 2024
(8.3% of FY 2024-25 Completed)**

Contents

Page #

Treasury Report

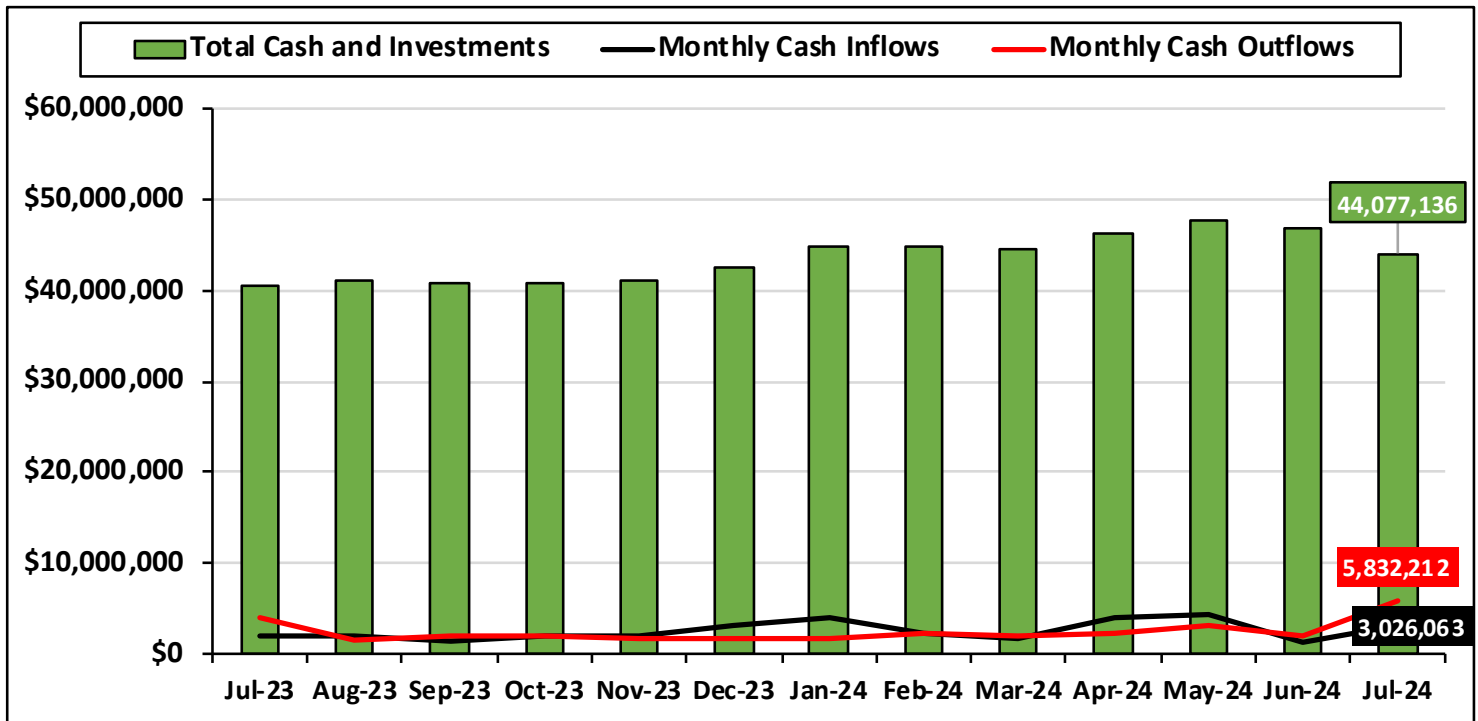
Monthly Activity and Balances	2
Cash Balance by Fund	3

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

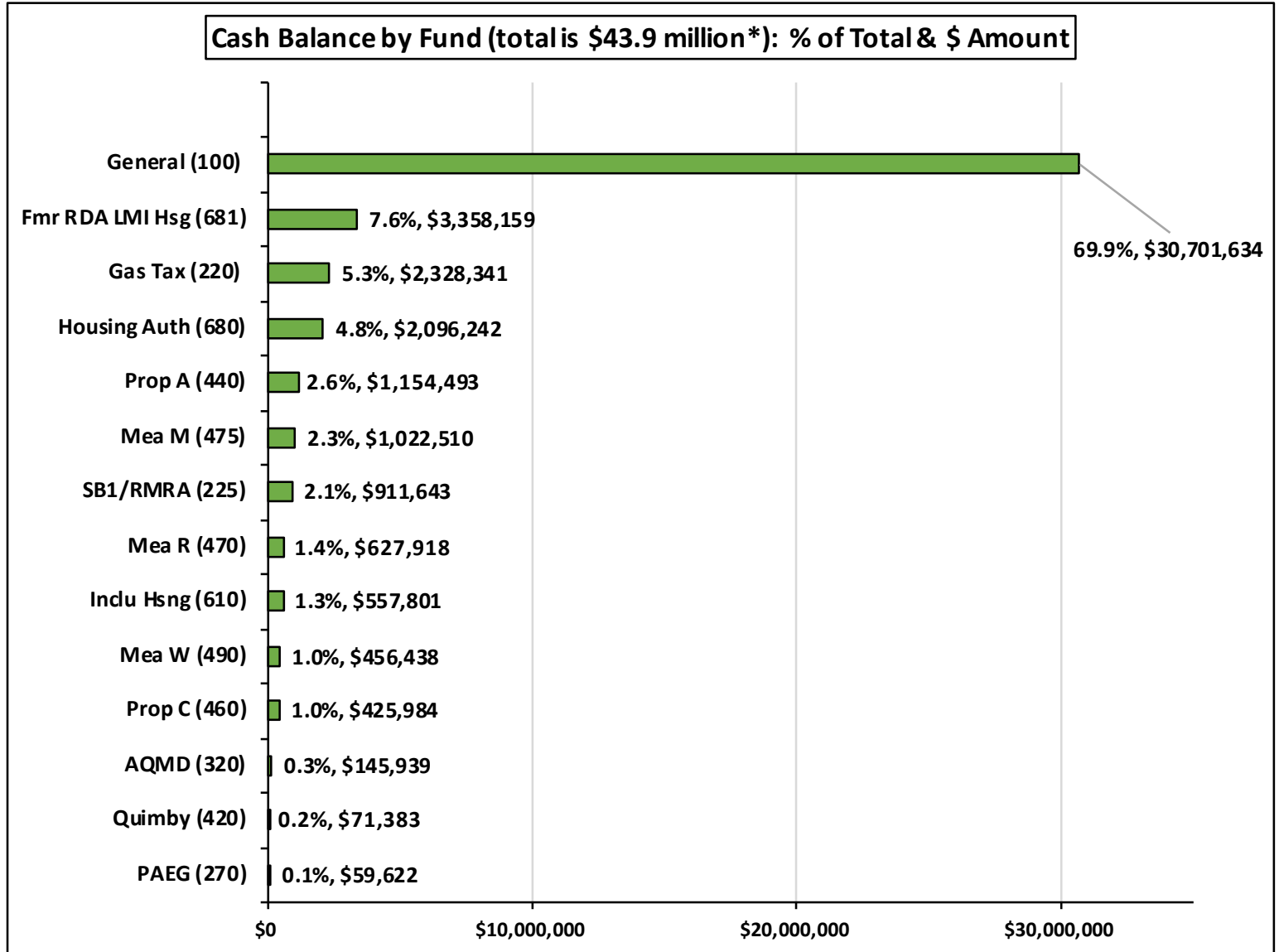
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended July 31, 2024

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (7/01/2024)	\$6,037,536	\$40,845,749	\$46,883,285
Cash Inflows			
Receipts	\$2,565,182	\$460,882	\$3,026,063
Transfers In	\$3,000,000	\$0	\$3,000,000
Total Cash Inflows	\$5,565,182	\$460,882	\$6,026,063
Cash Outflows			
Disbursements	\$5,832,212	\$0	\$5,832,212
Transfers Out	\$0	\$3,000,000	\$3,000,000
Total Cash Outflows	\$5,832,212	\$3,000,000	\$8,832,212
Net Activity	(\$267,030)	(\$2,539,118)	(\$2,806,149)
Ending Balance (7/31/2024)	\$5,770,505	\$38,306,631	\$44,077,136



*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 31, 2024

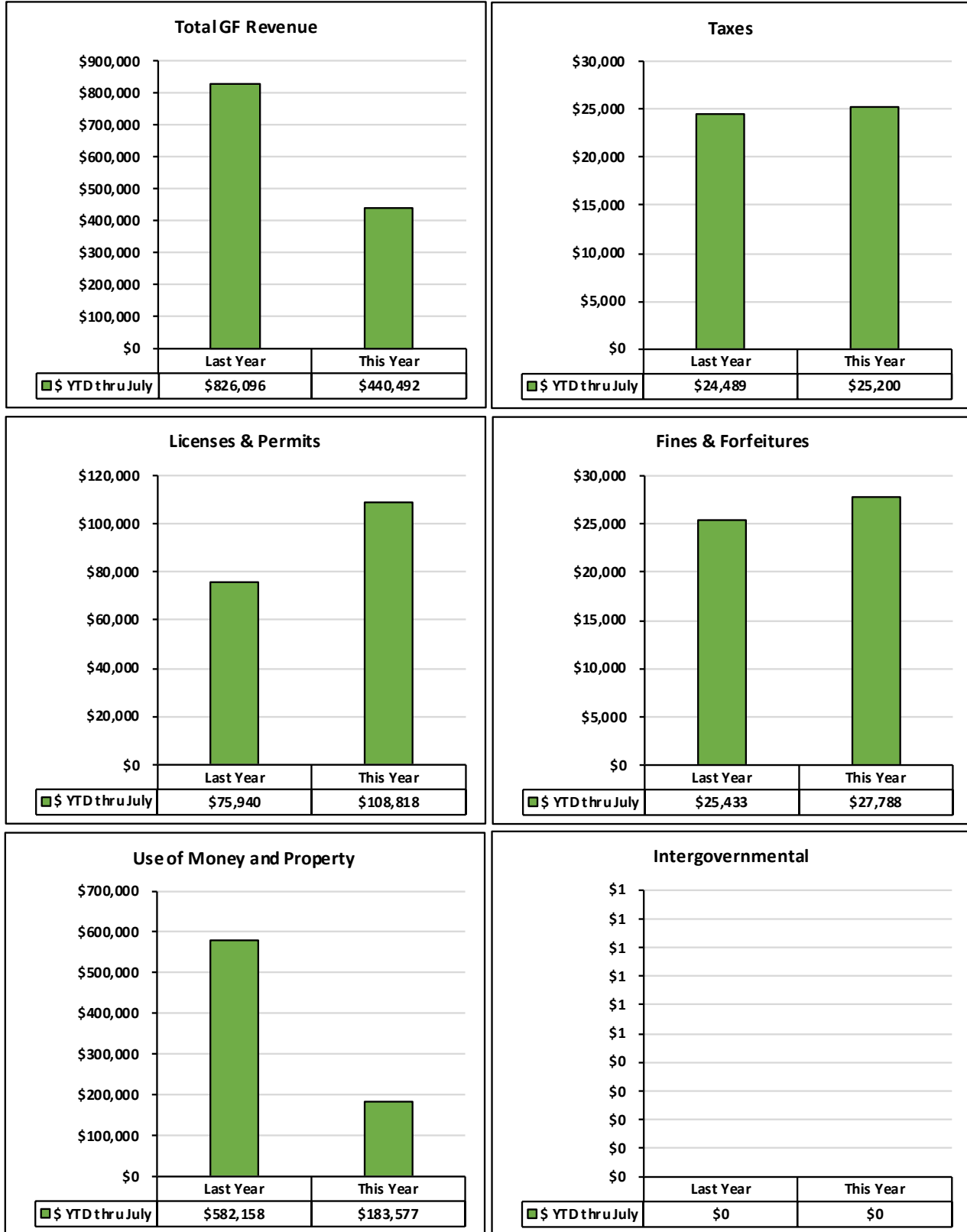


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to 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

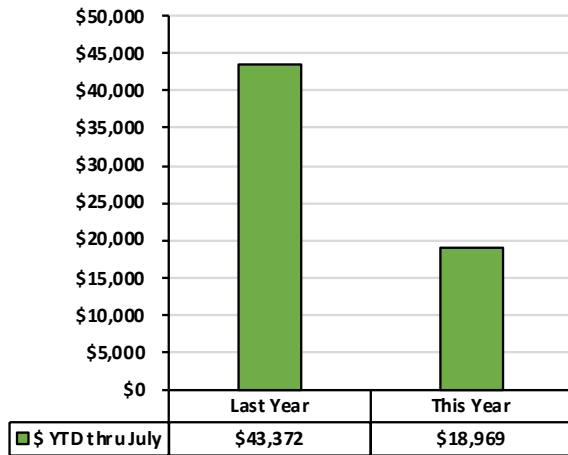
General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through July versus Prior Year



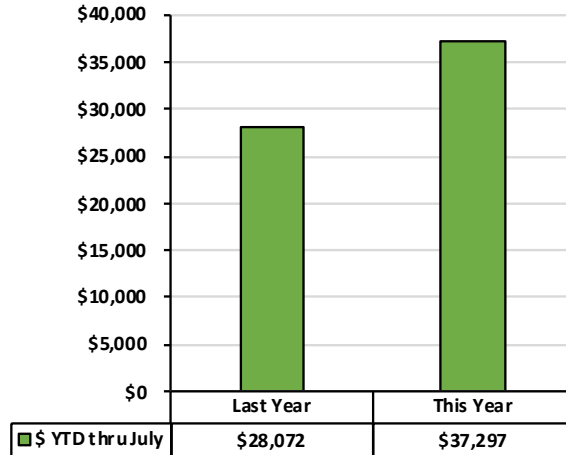
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through July versus Prior Year

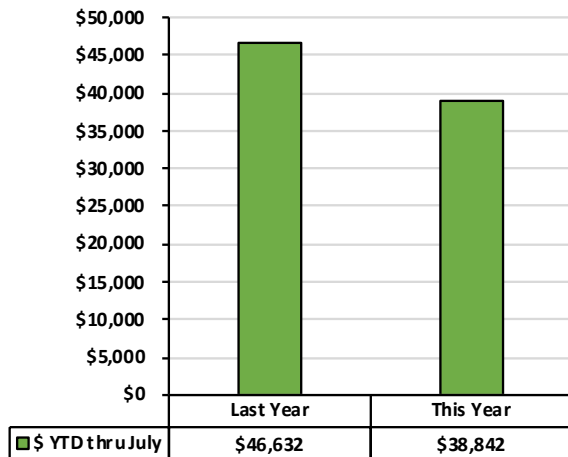
Recreation Fees



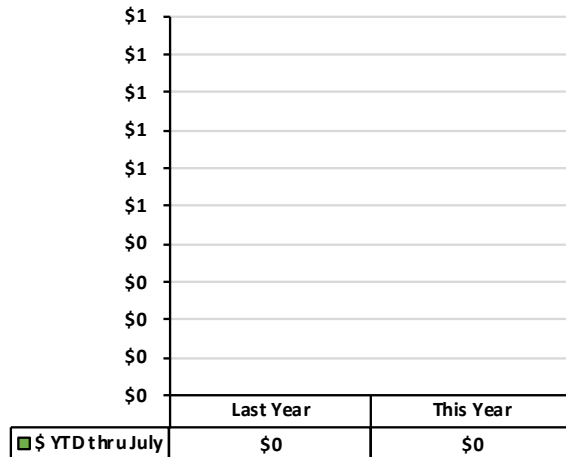
Other Service Charges



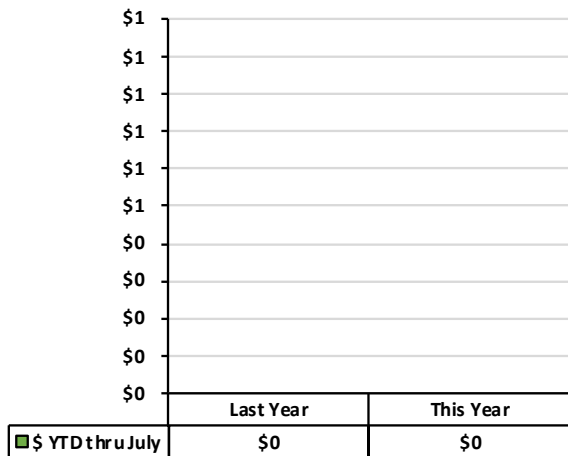
Miscellaneous



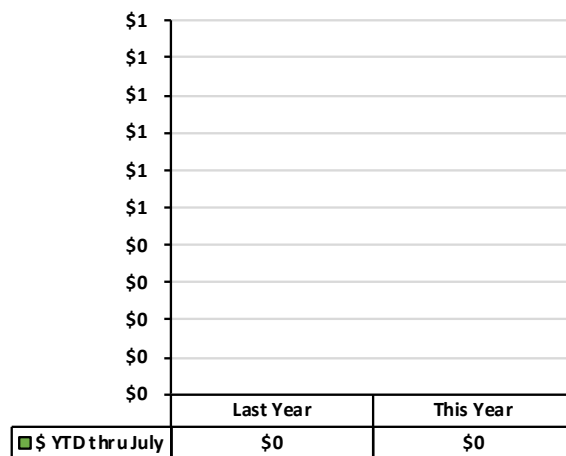
Reimbursements



Sales and Use Tax



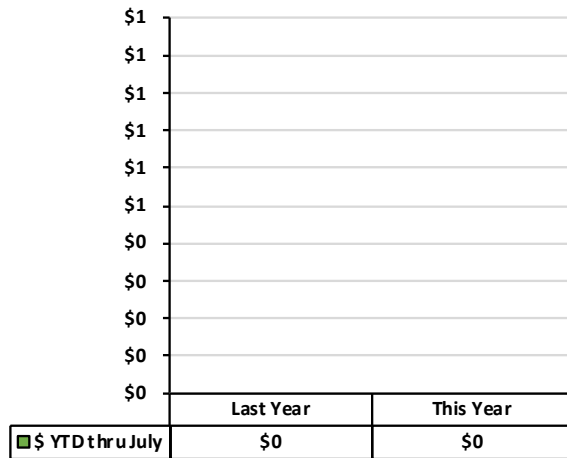
Transactions (New Sales) Tax



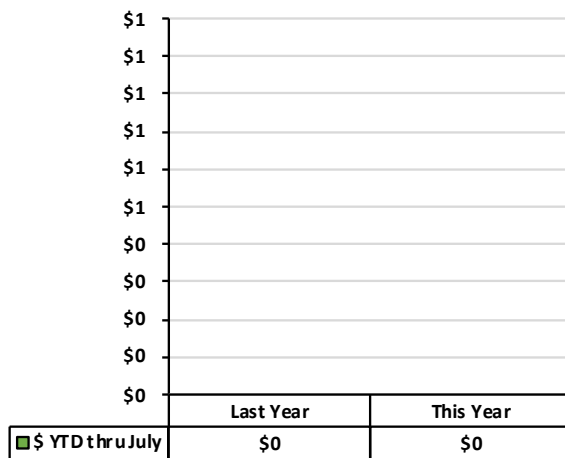
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2024-25 Year-to-Date Through July versus Prior Year

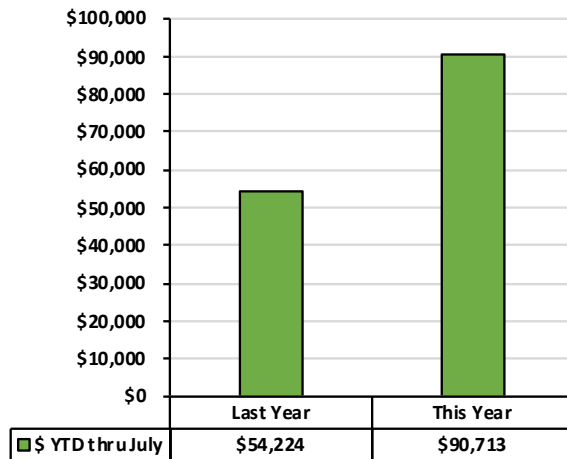
Property Tax



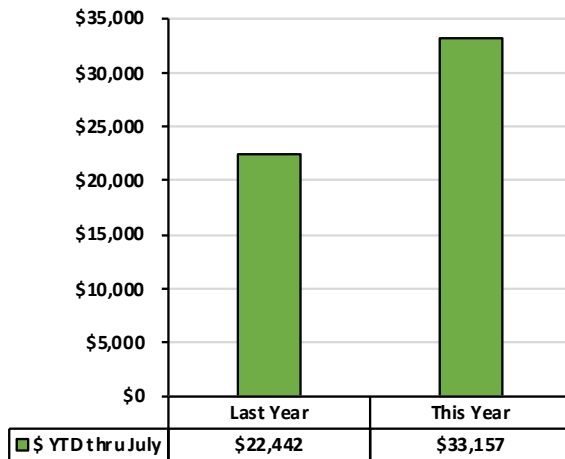
Franchise Tax



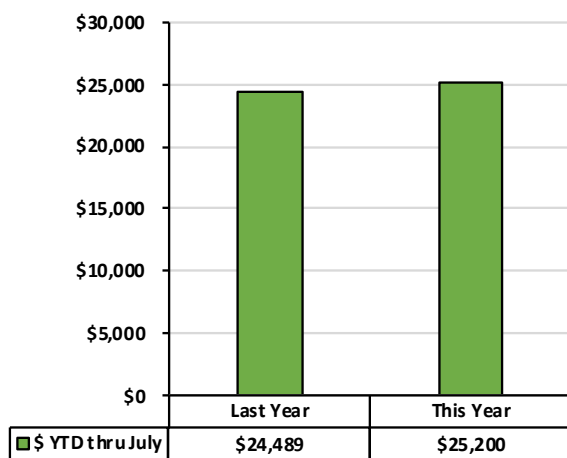
Building Permits



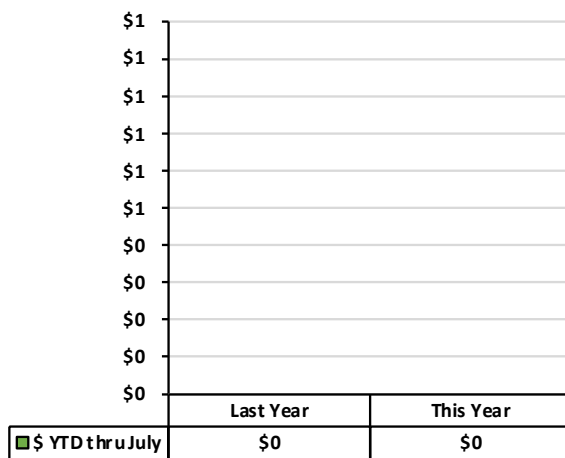
Plan Check Fees



Business License

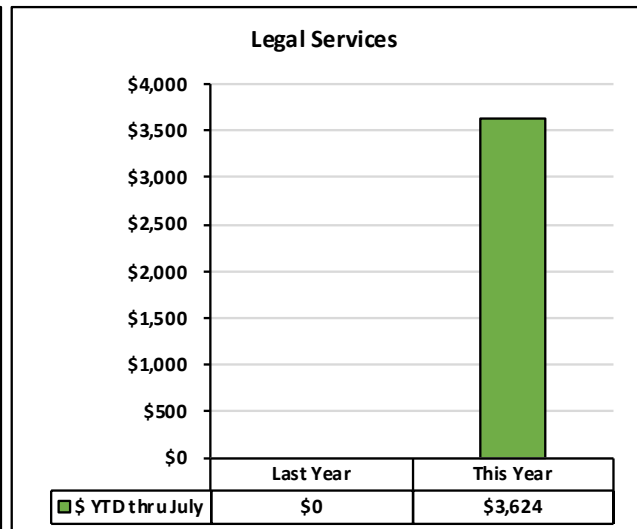
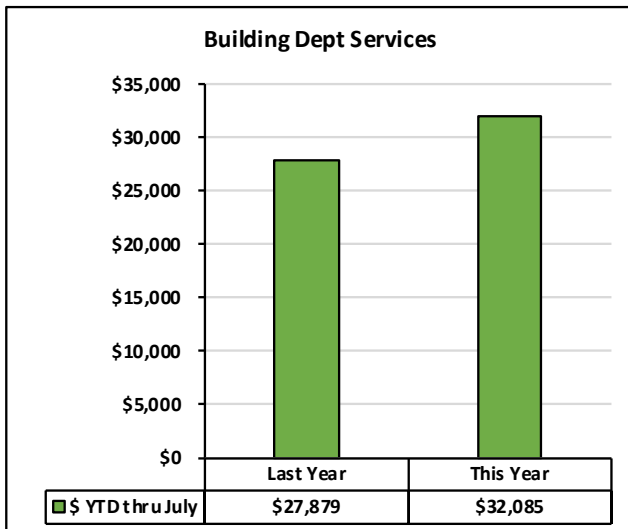
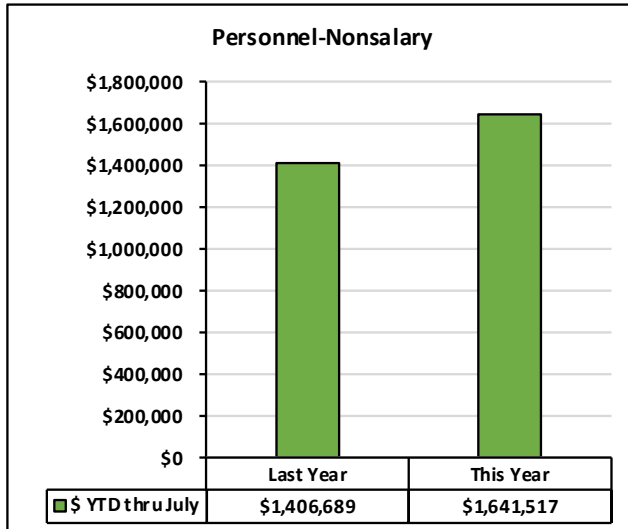
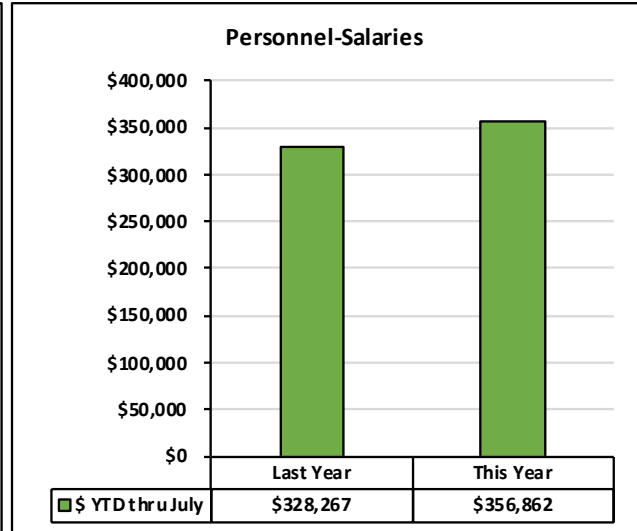
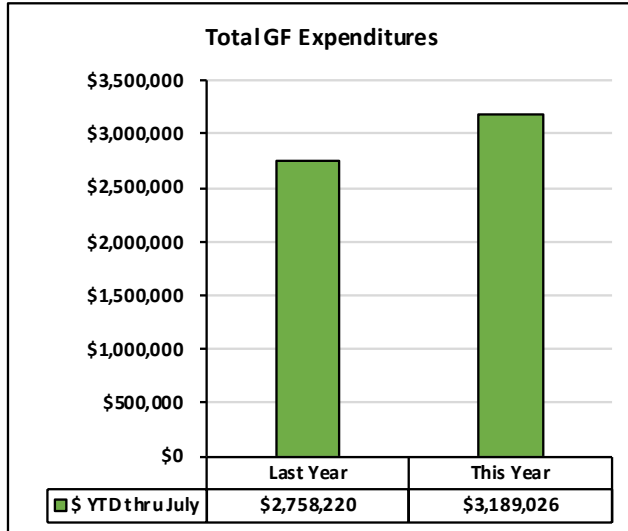


Transient Occupancy Tax



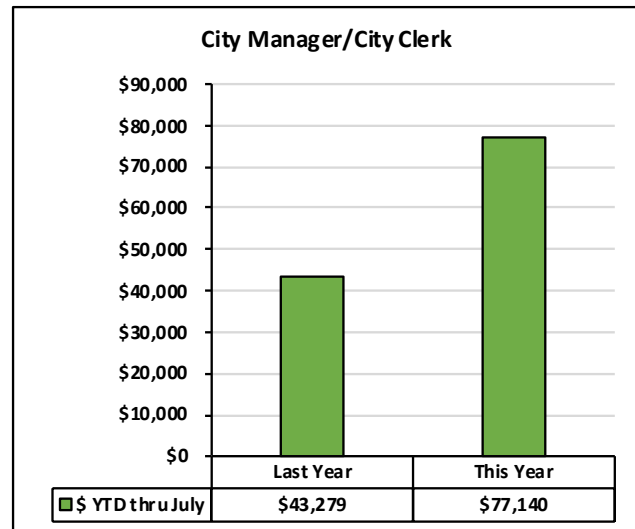
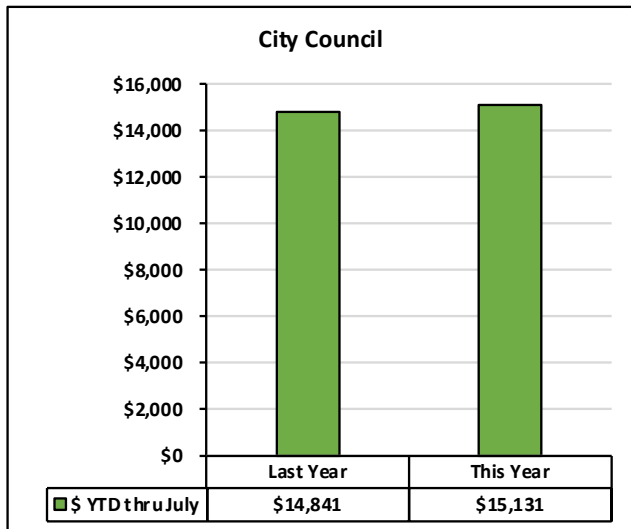
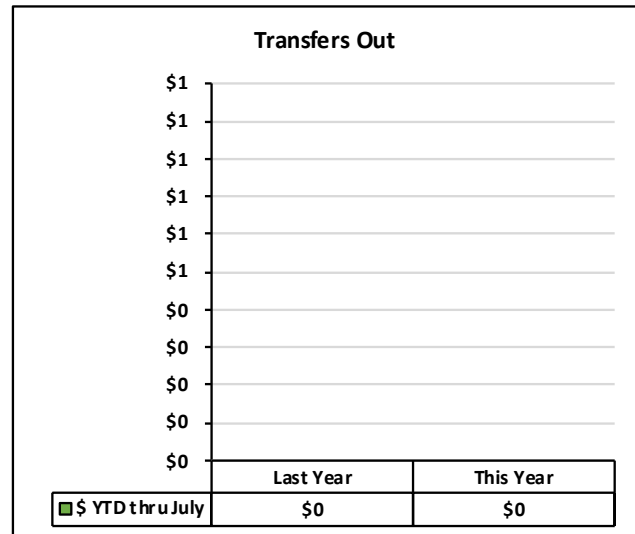
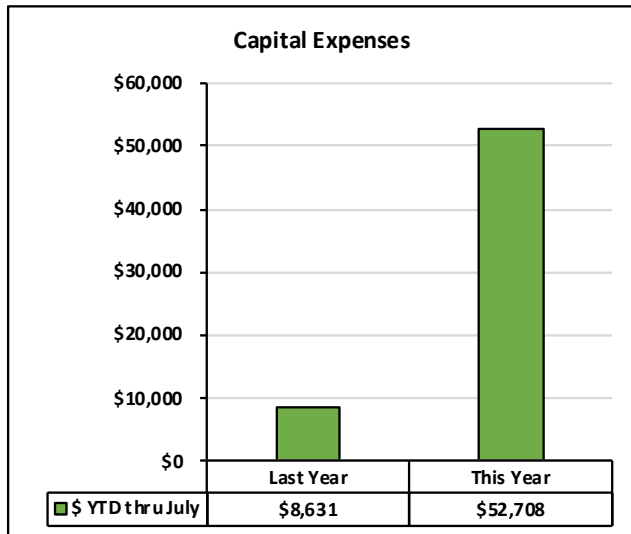
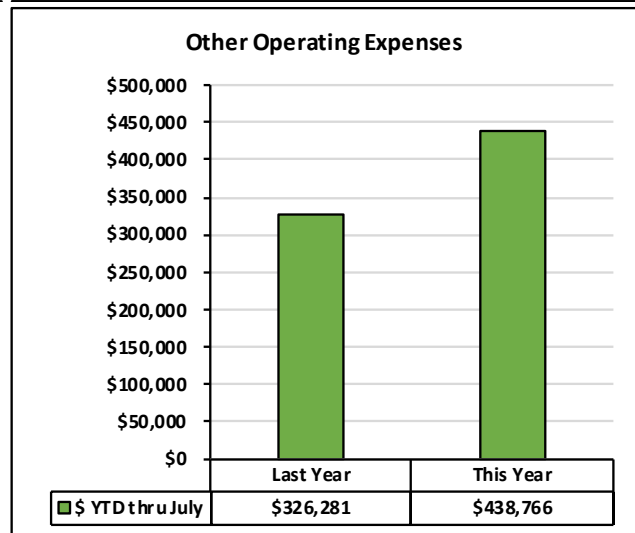
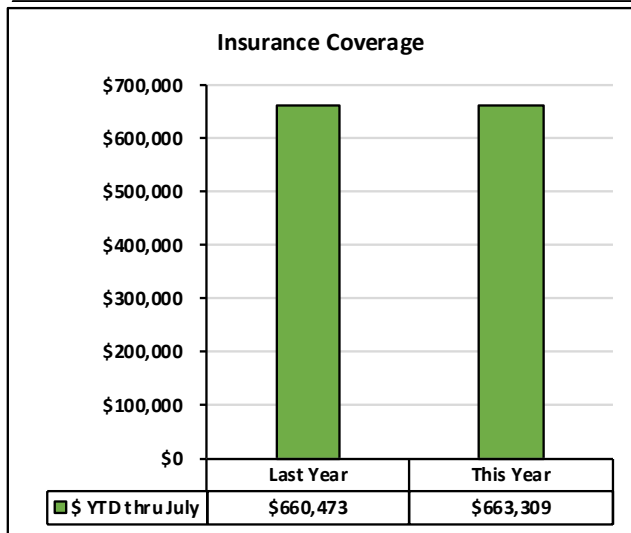
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through July versus Prior Year



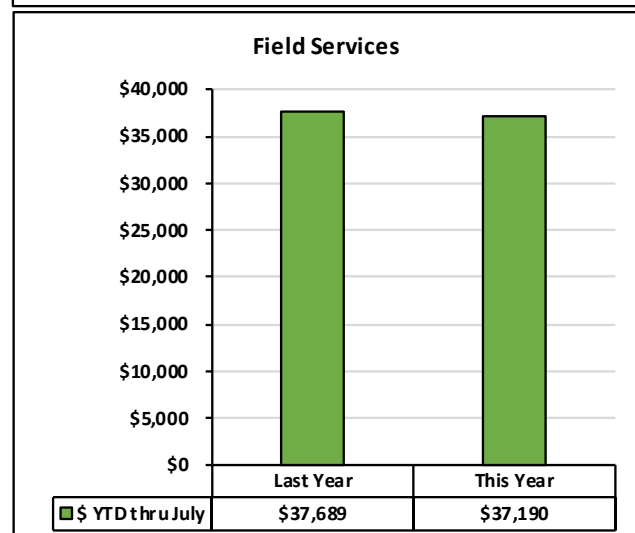
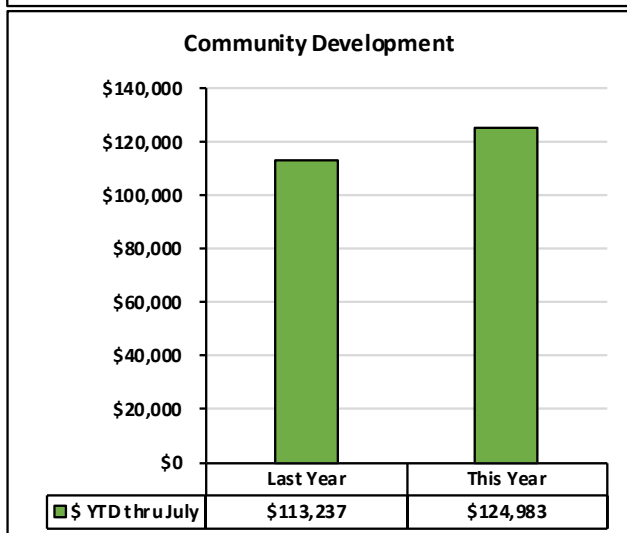
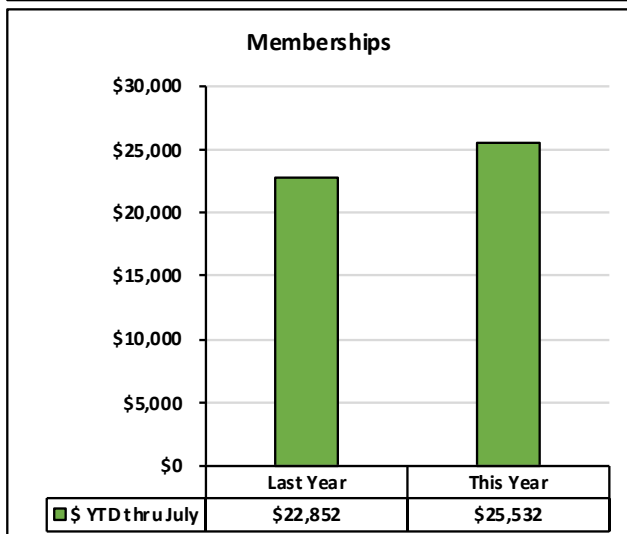
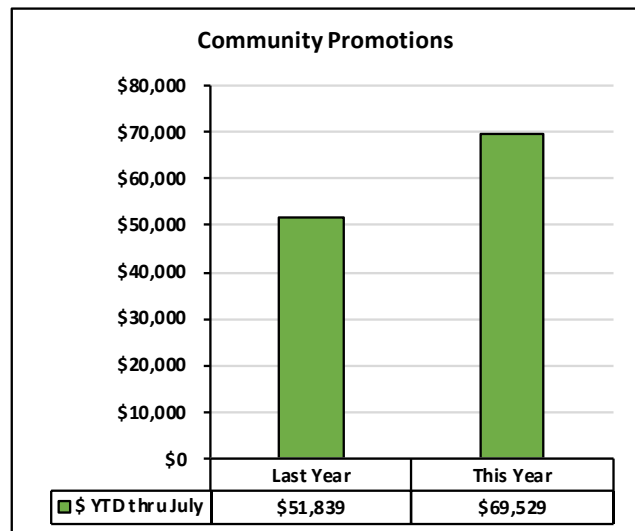
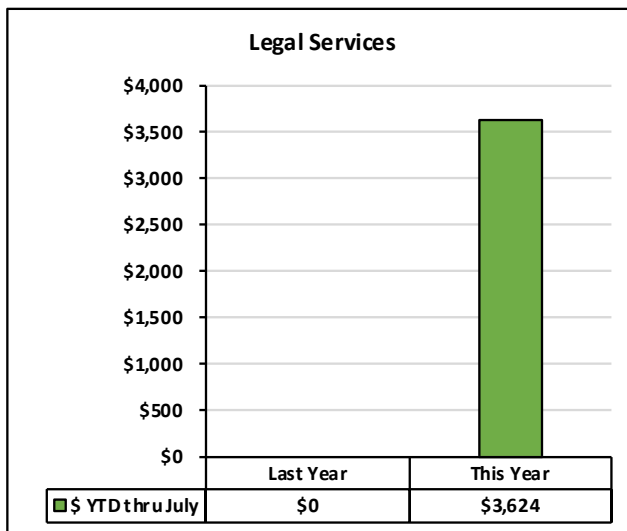
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through July versus Prior Year



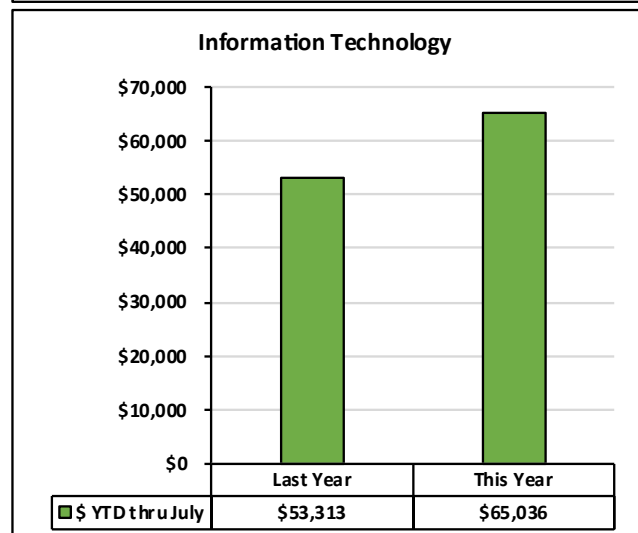
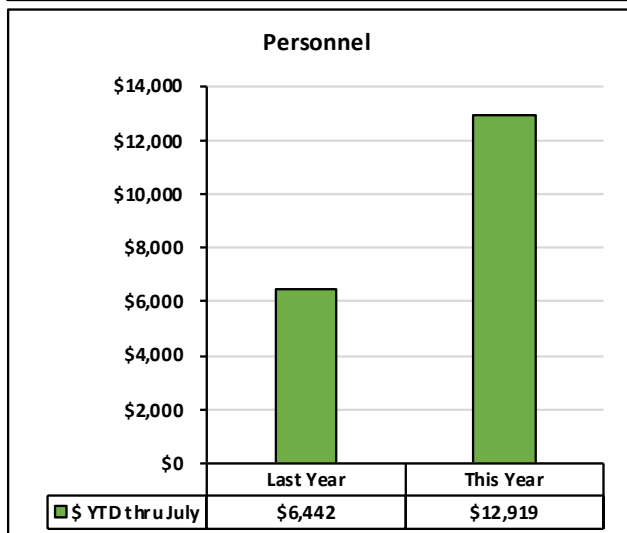
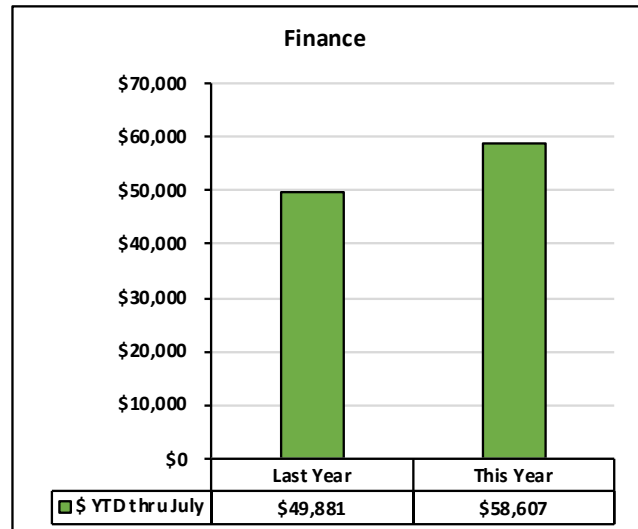
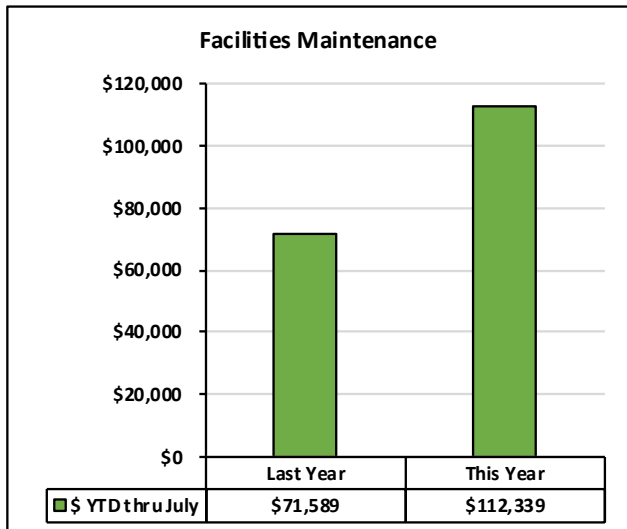
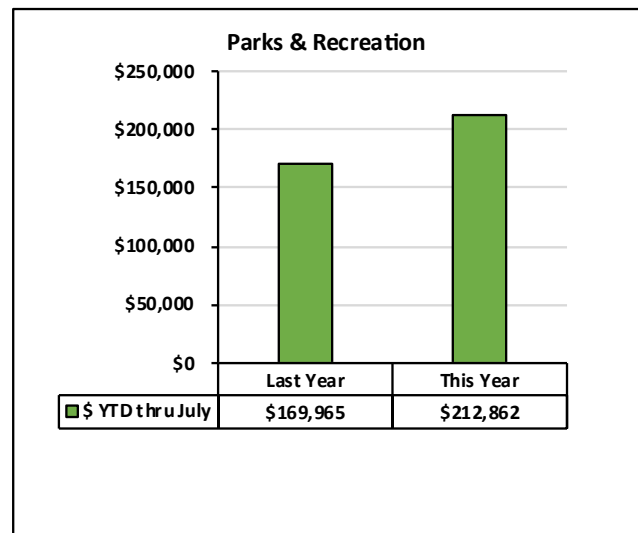
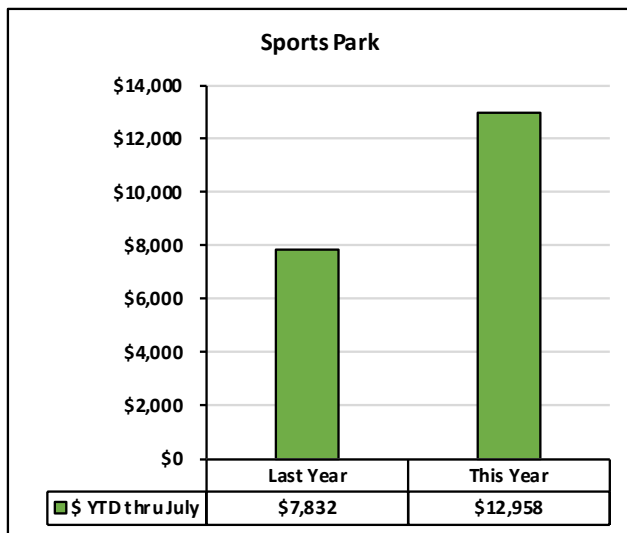
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through July versus Prior Year



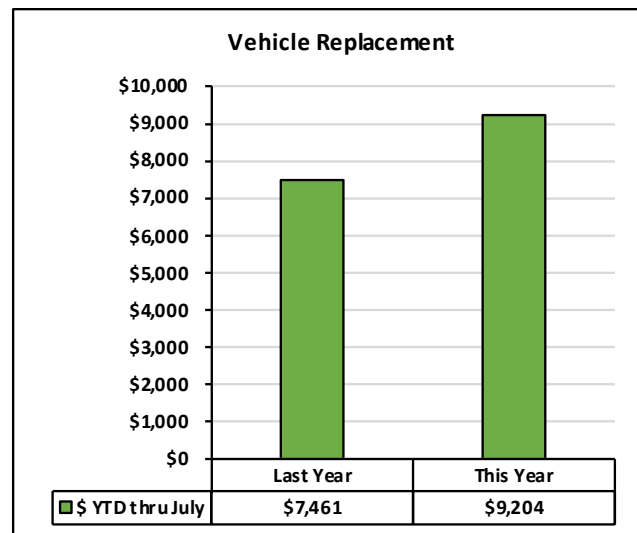
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2024-25 Year-to-Date Through July versus Prior Year



CITY OF DUARTE

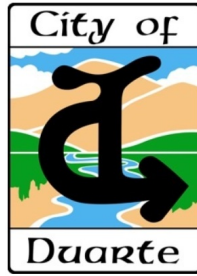
General Fund Expenditures by Category & Division *FY 2024-25 Year-to-Date Through July versus Prior Year*



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2024-25 Year-to-Date Through July

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	24,640,481	440,492	0	3,189,026	0	(2,748,534)	21,891,947
220	Gas Tax	2,149,582	0	0	16,200	0	(16,200)	2,133,382
225	SB1/RMRA	842,668	0	0	1,760	0	(1,760)	840,908
240	Lghtng & Lndscpng	71,945	0	0	142,977	0	(142,977)	(71,032)
260	CDBG	0	0	0	0	0	0	0
270	PAEG	41,268	0	0	0	0	0	41,268
290	Supp Law Enfrcmnt	0	0	0	0	0	0	0
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	150,835	0	0	3,099	0	(3,099)	147,736
400	Park Development	(18,808)	0	0	0	0	0	(18,808)
420	Quimby	68,861	0	0	0	0	0	68,861
440	Prop A	948,893	59,194	0	7,705	0	51,489	1,000,382
460	Prop C	260,957	49,100	0	4,694	0	44,406	305,362
470	Mea R	652,248	36,822	0	0	0	36,822	689,070
475	Mea M	1,081,960	41,698	0	0	0	41,698	1,123,657
490	Mea W	342,985	0	0	0	0	0	342,985
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	0	0	0	0	0
610	Inclusionary Hsng	538,092	0	0	0	0	0	538,092
620	Community Impr	811,851	0	0	0	0	0	811,851
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,053,300	0	0	11,244	0	(11,244)	2,042,056
681	Fmr RDA L/M Hsg	4,100,079	0	0	0	0	0	4,100,079
Total - All Funds		38,737,195	627,305	0	3,376,705	0	(2,749,399)	35,987,796



ITEM: 7.F

Public Safety Department Update

Recommended Action:

Receive and File the Public Safety Department Update.

Attachments:

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



PUBLIC SAFETY STATUS REPORT September 2024



PROJECT/PROGRAM	STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	Our current Part 1 crime rate has decreased by 4.78% , with 12 fewer incidents compared to the same period last year. Notable contributors to this decline include significant reductions in larceny thefts and aggravated assaults. This positive trend is encouraging, and we remain focused on further reducing robberies and burglaries as we continue our efforts to enhance public safety.
2. Special Assignment Team	Our Special Assignment Team continues to diligently investigate a wide range of crimes. During this reporting period, the team conducted several traffic enforcement operations around Duarte's schools. One notable operation took place at the corner of Kelwill and Buena Vista, focusing on drivers failing to yield to pedestrians in marked crosswalks. This operation resulted in over 18 citations and received positive feedback from the community. Additionally, our team is actively enforcing the new municipal code, collaborating with the City Prosecutor to ensure individuals not only appear in court but also receive necessary assistance and resources when appropriate.
3. Neighborhood Watch	Our dedicated Public Safety team has been actively engaging with Neighborhood Watch block captains, providing them with detailed, area-specific crime data. By focusing on these well-defined areas, we ensure that the information is both relevant and actionable, enabling law enforcement to tailor their strategies more effectively while empowering block captains to address specific concerns within their communities. During this reporting period, we also hosted a 'Coffee with the Deputy' event at the City of Hope campus. This event gave both staff and patients the opportunity to learn more about the City of Duarte, crime prevention strategies for both campus and home, and how to get involved in community safety efforts. This initiative significantly strengthened our community policing approach by fostering trust, open dialogue, and collaboration between the public and law enforcement.
<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 8 individuals experiencing homelessness . Over the

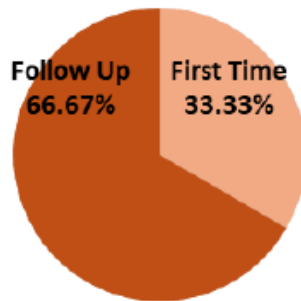
PROJECT/PROGRAM	STATUS
	course of this month, Tony Hadloc has had 73 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has diligently overseen the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and nuisances in both commercial 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 focusing on the 1100 block of Huntington Drive, which includes businesses such as FedEx, Habit, Chase, and McDonald's. Her efforts in this area aim to maintain compliance and ensure a safe and orderly environment for both businesses and the community. Since the LA County Pathway Homes Project was established in neighboring Monrovia, homeless outreach teams have observed a substantial reduction in both service calls and interactions. In April 2024, Tony Hadloc's unofficial count recorded 28 individuals experiencing homelessness. As of this report, that number has remained steady at 8, reflecting a 71% reduction.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period the high acuity team engaged 9 individuals of which 3 were first-time encounters, 6 follow up with 0 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as the Wal-Mart and Grocery Outlet. Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. During this reporting period the supplemental team engaged 7 individuals of which 3 were first-time encounters, 4 follow-ups with 0 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as 99 Cents Store.
3. 2024 LAHSA Official Homeless Count	Duarte – 20 (26 in 2023) Monrovia – 50 Azusa – 103 Irwindale – 298 Baldwin Park – 212

PROJECT/PROGRAM	STATUS
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	We are thrilled to share the news of our partnership with LA County Fire to bring an in-person CERT Class to our community. The scheduled dates are as follows: Friday, September 13, from 5 PM to 9 PM, and Saturday and Sunday, September 14/15, from 8 AM to 5 PM, providing an extensive 3-day intensive course. CERT (Community Emergency Response Team) is a vital program that empowers individuals to respond effectively during emergencies and disasters. By equipping participants with essential skills in first aid, search and rescue, and disaster response coordination, CERT plays a crucial role in enhancing community resilience and preparedness. Hosting this class will not only educate and empower individuals but also contribute significantly to the safety and well-being of our community during times of crisis. We are excited about the upcoming Sound the Alarm event, scheduled for September 28th from 10 AM to 1 PM, in partnership with the American Red Cross, CERT, LA County Fire, and Rebuilding Together. During this event, we will go door-to-door in a targeted area, informing residents about the opportunity to receive a new smoke detector, installed free of charge. This initiative is a tremendous benefit to the community, as it not only enhances home safety but also raises awareness about fire prevention. By providing free smoke detectors, we are helping residents protect their homes and families, reducing the risk of fire-related incidents, and fostering a safer environment for everyone. At the time of this report, the Bridge Fire, currently at 51,167 acres with 0% containment, prompted the City of Duarte to activate the Emergency Operations Center at a remote level. Public Safety staff were on-site at the command post, assisting partner agencies and preparing to respond if the fire impacted Duarte residents. Nearby cities, including San Dimas, La Verne, and Claremont, were placed under evacuation warnings as the fire spread toward the foothill communities. Fortunately, the threat to Duarte remained low at the time of the report, but we continue to stay vigilant and ready to act if conditions change.



DUARTE

HIGH ACUITY JULY REPORT



STATS OVER THE PAST MONTH

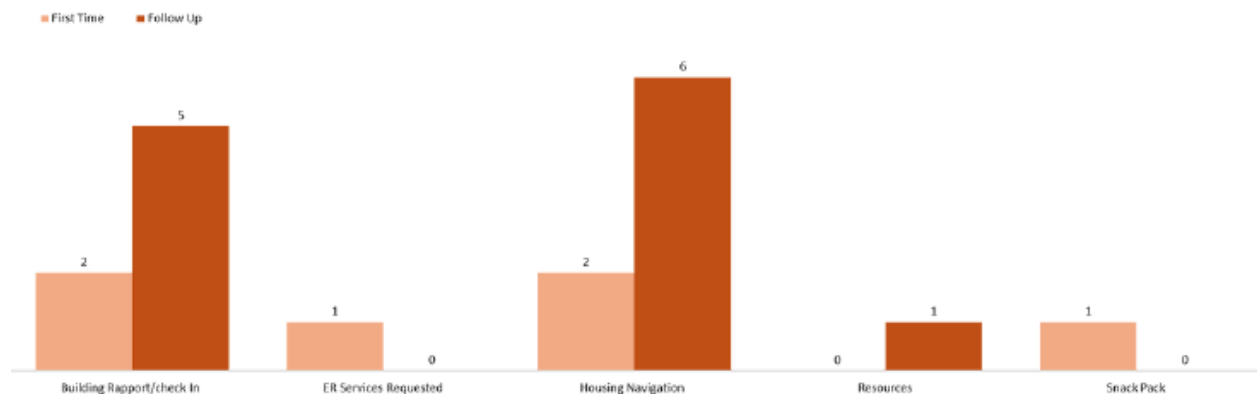
According to our data collected on 7/01/2024 to 7/31/2024, we made **9 engagements** of which **3 were first-time engagements**, **6 follow up engagements** with **0 engagements refusing supportive services**.

HIGHLIGHT

- Team provided 8 housing navigation services.
- Team provided 1 snack pack.

FUTURE GOALS

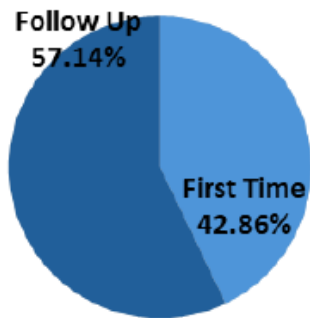
- Continue to prioritize HMIS enrollment, data entry and conduct required assessments.



Locations with the highest amount of encounters this month:

**WALMART/
MOUNTAIN AVE**

**GROCERY OUTLET/
HUNTINGTON BLVD**



STATS OVER THE PAST MONTH

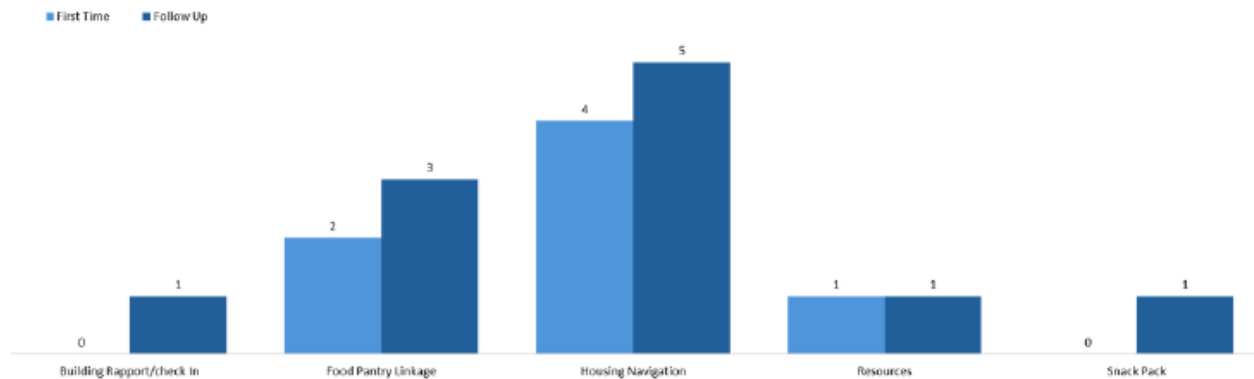
According to our data collected on 8/01/2024 to 8/31/2024, we made **7 engagements** of which **3 were first-time engagements**, **4 follow up engagements** with **0 engagements refusing supportive services**.

HIGHLIGHT

- Team linked 5 individuals to food pantry services at Shepherd's Pantry.
- Team provided 9 housing navigation services.

FUTURE GOALS

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



Locations with the highest amount of encounters this month:

**99 CENTS STORE/
HUNTINGTON**



You Can Be a Hometown Hero!



**SIGN UP NOW FOR A FREE IN-PERSON
COMMUNITY EMERGENCY RESPONSE TEAM TRAINING!***

COMMUNITY CENTER

1600 East Huntington Drive, Duarte, CA 91010

**FRIDAY,
SEPTEMBER 13, 2024
5 P.M. - 9 P.M.**

**SATURDAY,
SEPTEMBER 14, 2024
8 A.M. - 5 P.M.**

**SUNDAY,
SEPTEMBER 15, 2024
8 A.M. - 5 P.M.**

**This CERT training is open to everyone 16 years of age and older!*

To register or receive more information,
visit fire.lacounty.gov/community-emergency-response-team.





American
Red Cross



Smoke Alarms Save Lives!

Working smoke alarms can cut the risk of death from home fires in half.

That's why we're rallying volunteers, fire departments and partners to *Sound the Alarm*.

Together, we're installing **FREE** smoke alarms in your community. Request a smoke alarm installation today!

**On Saturday September 28th 2024
10:00AM to 1:00PM
City of Duarte**

The appointment will take approximately 30 minutes. Our volunteers will be coming to your home, to install free smoke alarms and provide home fire safety information.

Appointment Link:
www.redcross.org/LAHomeFire
Appointment Phone Number:
310-445-9914



432401-02 10/23



ITEM: 7.G

Contract with Advantec Consulting Engineers, Inc. to Complete Professional Services for Design for Traffic Signals at Buena Vista St. & Central Ave./Evergreen St. and Buena Vista St. & Kellwil Way and a \$60,000 budget amendment to the FY 2024-2025 Measure M fund

Recommended Action:

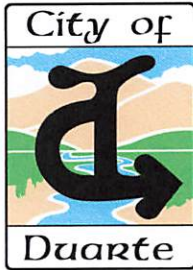
Authorize the City Manager to sign a Professional Services Agreement with Advantec Consulting Engineers, Inc. to develop plans and specifications for traffic signals on Buena Vista Street at Evergreen Street and Central Avenue and at Buena Vista Street and Kellwil Way and approve a FY 2024-2025 budget amendment of \$60,000 in account number 4750-7965.

Attachments:

[7.G - Staff Report- PSA for Design for Traffic Signals at Buena Vista & Central Evergreen and Buena Vista & Kellwil Way.pdf](#)

[7.G - PSA for Buena Vista and Central Evergreen Traffic Signal.pdf](#)

[7.G - PSA for Buena Vista and Kellwil Way Traffic Signal.pdf](#)



Agenda Item: 7.G

CM Review: BCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: September 24, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Contract with Advantec Consulting Engineers, Inc. to Complete Professional Services for Design for Traffic Signals at Buena Vista St. & Central Ave./Evergreen St. and Buena Vista St. & Kellwil Way and a \$60,000 budget amendment to the FY 2024-2025 Measure M fund

RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to sign a Professional Services Agreement with Advantec Consulting Engineers, Inc. to develop plans and specifications for traffic signals on Buena Vista Street at Evergreen Street and Central Avenue and at Buena Vista Street and Kellwil Way and approve a FY 2024-2025 budget amendment of \$60,000 in account number 4750-7965

FISCAL IMPACT: The total design cost is \$79,375. Staff is recommending that the project be funded in 2024/25 with \$60,000 in Measure M Funds and \$19,375 in Measure R funds.

BACKGROUND

The traffic signals on Buena Vista Street at the 210 Freeway have been in operation for many years. At this location, there are two signals, one at Central Avenue and the other at Evergreen Street. These traffic signals control the intersections at Central Avenue, Evergreen Street and the 210 Freeway on ramps and they are in need of an upgrade, to meet current standards and to improve circulation in the area. These traffic signals are listed in the current Capital Improvement Program as a future project with funding for construction in 2025-26.

Staff has been working on the upgrades to the signals at this intersection for some time, but has experienced several delays. Initially, the City expected to have the signal design completed with assistance from Caltrans as part of the Connected Corridors program. Caltrans did construct the new traffic signal at the Central Avenue off ramp from the 210 westbound. But the Connected Corridors program progress ended as a result of funding problems. At the time, Caltrans worked

with the City to get Los Angeles County Public Works to agree to provide the design for the upgrade of these two intersection signals, but as a result of Covid, the County backed out of that agreement. Recently, Caltrans constructed upgrades to the sidewalk curb ramps at these intersections and as a part of that project, upgraded one of the traffic controllers. While this was helpful, it is certainly not adequate for the long term.

One of the advantages of having plans, specs and a construction estimate for the full intersection upgrade is that an upgrade project will be ready for the bid process. But it also will be an advantage to use to encourage Caltrans to share in the cost of the construction project. There is an existing maintenance agreement for this intersection between Caltrans and the City. Maintenance is shared equally and the agreement states that Caltrans owns the signal. However, for many years the City has taken responsibility for the cost of maintenance and operation of the intersection. Once the Buena Vista St. signals near the I-210 are a ready-to-build project, the possibilities for seeking grant funding for construction and obtaining contributions from Caltrans become more favorable. Additionally, Caltrans has expressed an interest in enhancing this intersection.

The City Council included \$40,000 in the 2023/24 budget for the design of these traffic signals, however, staff delayed the project in order to expand the scope to include the intersection of Buena Vista and Kellwill Way.

The Buena Vista Street and Kellwil Way intersection is adjacent to Beardslee School and currently has a stop sign controlling east bound traffic on Kellwil Way. In 2019, a traffic signal warrant study was conducted for the intersection. The findings indicated that the intersection did not meet most of the California Manual on Uniform Traffic Control Devices (MUTCD) signal warrants, except for "Warrant 5 School Crossing," because of its proximity to Beardslee Elementary School. As a result, the study recommended implementing a traffic signal at this location. This traffic signal is listed in the Capital Improvement Program as a future project with no specific timeline for construction.

As a part of the plan to close and develop the Andres Duarte school site, the Duarte Unified School District (DUSD) decided to move its daycare program (Headstart) to Beardslee School. This will increase the daily traffic to the site and will increase the impact on the intersection. Staff has worked with DUSD and the prospective developer, Crestfield Townhomes, LLC on a three party agreement to fund the cost of a new traffic signal at Buena Vista Street and Kellwill Way.

DISCUSSION/ANALYSIS

Advantec Consulting Engineers, Inc. submitted proposals for Professional Design Services for preliminary design of Traffic Signal Improvements at the intersection of Buena Vista Street and Evergreen Street, as well as for the development of Plans, Specifications, and Estimates (PS&E) for the traffic signal at the Buena Vista Street and Kellwil Way intersection. Advantec has a proven track record of successfully completing similar projects for various local agencies and has established a strong working relationship with Caltrans and LA County Public Works. This expertise is particularly important, as coordination with Caltrans is necessary due to shared maintenance responsibilities at two of the intersections, while LA County Public Works serves as the City's traffic signal maintenance contractor.

The proposed cost for the tasks and deliverables related to the design of both projects is \$79,375. The cost for each project is as follows:

- Buena Vista St. at Central Ave. and Evergreen St. is \$52,655;
- Buena Vista St. at Kellwil Way is \$26,720

Staff is recommending that we use the \$40,000 in Measure M funds from last year's budget, utilize \$19,375 of the Measure R funds in the 2024/25 budget for Safe Routes to School projects and an additional \$20,000 in Measure M funds to pay for this design project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to sign a Professional Services Agreement with Advantec Consulting Engineers, Inc. to develop plans and specifications for traffic signals on Buena Vista Street at Evergreen Street and Central Avenue and at Buena Vista Street and Kellwil Way and approve a FY 2024-2025 budget amendment of \$60,000 in account number 4750-7965

FISCAL IMPACT

The total design cost is \$79,375. Staff is recommending that the project be funded in 2024/25 with \$60,000 in Measure M Funds and \$19,375 in Measure R funds.

ATTACHMENTS

- Professional Services Agreement with Advantec Consulting Engineers, Inc. for Buena Vista Street and Central Avenue/Evergreen Street
- Professional Services Agreement with Advantec Consulting Engineers, Inc. for Buena Vista Street and Kellwil Way

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of July 25, 2023 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Advantec Consulting Engineers, Inc. , (“**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 professional engineering services for the aerial survey, utility research and basemap preparation for Huntington Drive from west city limit to east city limit as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **\$50,000**, based on the Scope of Services set forth in Exhibit A. The proposal (Exhibit A) provides for 1) Utility As-built research and Coordination, 2) Aerial Topographic Survey, and 3) Composit Utility for a cost of \$42,500. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Advantec Consulting Engineers, Inc.
Attn: Cody Howing
398 Lemon Creek Drive Suite E
Walnut, CA 91789

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Advantec Consulting Engineers, Inc.

Brian Villalobos, City Manager

By: _____

Its: _____

Date: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

May 9, 2024

Stephanie Sandoval
City of Duarte – Public Works Manager
1600 Huntington Drive
Duarte, CA 91010

Subject: Proposal for Professional Design Services for Traffic Signal Improvements at Buena Vista Street at Central Avenue, and Buena Vista Street at Evergreen Street

Dear Mrs. Sandoval,

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) is pleased to submit our proposal to provide the City of Duarte with professional design services for traffic signal improvements at the intersections of Buena Vista Street and Central Avenue and Buena Vista Street and Evergreen Street. ADVANTEC is a professional Certified Disadvantaged Business Enterprise (DBE) and Small Business (SBE) consulting firm providing planning, engineering, and technology services for public transportation and planning Agencies. Our clients rely on this experience as we continue the company's founding principle of providing professional services with the best value and quality, on time and within budget performance since we began our business in 1998. ADVANTEC has provided planning, design, construction support services, and signal timing services for various traffic engineering and public works projects throughout California. We have prepared our proposal based on the requirements and sections described in the RFP and our extensive knowledge and experience delivering Traffic Engineering projects. **By selecting the ADVANTEC Team, the City of Duarte will realize the following benefits:**

YOUR PRIMARY CONTACT:

Mr. Armando Solis, PE
Project Manager
21700 Copley Dr, Diamond Bar,
CA 91765
asolis@advantec-usa.com
Phone No.: 909-860-6222
Mobile No.: 714-277-8901
Fax No.: 949-502-5522

- **The ADVANTEC Team has the Right Experience and Technical Competence.** We have provided numerous intersection analysis reports to local agencies in Southern California. These reports have analyzed the intersections level of service under existing and proposed conditions to determine geometric design and improvement alternatives that will mitigate operational deficiencies. The design alternatives, conceptual plans, and preliminary cost estimates have all been included in these reports.
- **Our Extensive Experience coordinating with Caltrans, LA County, and other local agencies.** The ADVANTEC Team has provided planning, design, construction administration, and environmental services for many projects throughout California requiring extensive coordination with Caltrans (District 7, 8, 11, 12), LA County, SCE, FHWA, Orange County, Riverside County, San Bernardino County and San Diego County. Our team members include experts that are working on similar **Traffic Signal Improvements Projects**. Our project manager, Mr. Solis, has managed similar traffic engineering projects for the cities of Carson, Redondo Beach, Anaheim, La Quinta, Tustin, Newport Beach, Chino, LA County, Caltrans District 7, Caltrans District 12, and County of Riverside.
- **Our Commitment to Provide a Complete Quality Assurance/Quality Control Plan.** ADVANTEC's Quality Assurance / Quality Control Program is a continuous process used not just at project milestones, but also on a daily basis as workflows from desk to desk, discipline to discipline and consultant to client. Our Project Manager and task leaders, both within ADVANTEC and our sub-consultant, will oversee their staff on a daily basis. We will identify key contacts for ease of inquiries regarding project status.

I have read and understood and agree to all statements in this Request for Proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions, and attachments referenced (released 03/02/24). As Chief Executive Officer of the company, I am an official with authority to negotiate and contractually bind the firm with the City of Duarte regarding the RFP. If you have any questions, please contact me at cortiz@advantec-usa.com or 949.636.0646. We appreciate this opportunity to provide professional engineering services to the City of Duarte.

Sincerely,



Carlos Ortiz, PE, TE, PTOE | Chief Executive Officer
ADVANTEC Consulting Engineers, Inc.



SECTION 1: QUALIFICATIONS AND EXPERIENCE OF PROPOSER'S PERSONNEL

1.1 Firm Profile

ADVANTEC Consulting Engineers, Inc. a California Corporation, is a **Certified Disadvantaged Business Enterprise (DBE) and Small Business (SBE)** consulting firm specializing in Traffic Engineering, Transportation Planning and Engineering, Traffic Signal Timing, Coordination and Operations, Active Transportation, Smart Cities, Connected and Automated Vehicles (CAV) Transportation Technologies, Intelligent Transportation Systems (ITS), Public Works, and Construction Management and Inspection. **ADVANTEC's** mission is to provide quality planning and engineering to the community that would result in perceptible improvements towards the quality of life, safety, and efficiency of transportation. Founded in 1998, **ADVANTEC** is a professional consulting firm specializing in multimodal planning, engineering and technology services. Our name stands for our focus to capture **ADVANCEMENTS in TECHNOLOGY** for the benefits of our clients, thus providing **innovative solutions** that meet the needs of our clients and the public they serve. This year marks the 26th Anniversary of **ADVANTEC**, and we have earned a reputation for responsiveness to the clients' needs. We maintain our reputation by upholding our firm's high standards of quality, client service, and professional integrity. ADVANTEC currently employs 48 staff members in southern California, including Professional Civil, Traffic and Electrical Engineers and support staff.

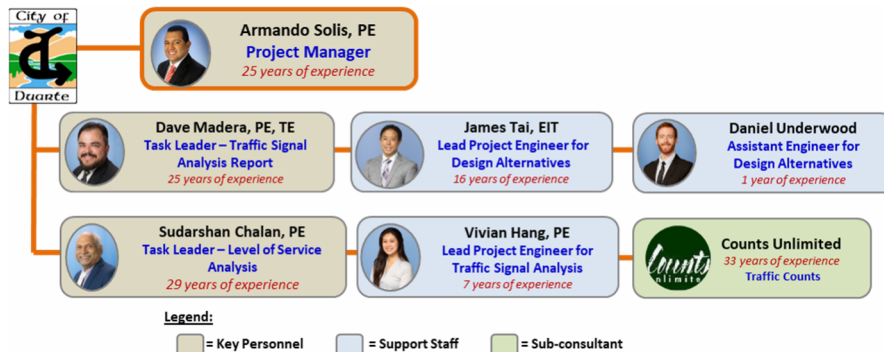
ADVANTEC Consulting Profile

Legal Name:	ADVANTEC Consulting Engineers, Inc.
Primary Services Offered:	Traffic Engineering, Public Works, Highway Planning and Engineering Intelligent Transportation Systems (ITS), Traffic Management Centers, Connected and Automated Vehicles, Smart Cities, Transit
Year Founded:	1998
Headquarters:	1200 Roosevelt, Irvine, CA 92620 Phone: 949-861-4999
Other Offices:	Diamond Bar, Los Angeles, Ontario Palmdale, Palm Desert
No. of Employees	48
Primary Contact:	Mr. Armando Solis, PE Project Manager asolis@advantec-usa.com Mobile: 714-277-8901

1.2 Project Team Organization

Mobilizing appropriate staff quickly is essential to smooth performance of this important project for the City. This requires a management approach that emphasizes streamlined communication and quality control. Our team brings together all of the skills and expertise required to ensure satisfactory completion of all elements of this project.

Our organizational chart, as shown on to the right, illustrates the proposed organizational structure of our project team. Our team brings together all of the skills and expertise required to ensure satisfactory completion of all elements of the RFP.



1.3 Key Personnel

Our team brings together all the skills and expertise required to ensure satisfactory completion of all elements of this contract. The

ADVANTEC Team has impeccable experience in the planning, design, construction, operations, maintenance, and management of various multi-modal Traffic projects. Our team brings together all the skills and expertise required to ensure satisfactory completion of all elements of this contract. All staff members proposed are without long-range commitments, which would interfere with the timely completion of potential tasks. **Table 1.1** summarizes key team members' qualifications and experience, along with work history, training, education, certifications, role and responsibilities, and relevant experience. Our Task Leaders/Key Personnel are committed to serving the City of Duarte for the entire duration of this contract. We will not change key personnel without written consent and prior permission of the City of Duarte.

TABLE 1.1: Qualifications and Experience of Key Personnel

	RELEVANT EXPERIENCE: ➤ Traffic signal analysis ➤ Traffic signal synchro model ➤ Before & After/Level of Service Studies ➤ Traffic signal systems ➤ Traffic signal communication systems ➤ Inter-agency signal synchronization/Signal timing ➤ Hardwired/ Fiber Optic/Wireless Communications	Years of Experience: 25 Registration: Civil Engineer, CA, C72012 Education: B.S., Civil Engineering, California State University, Fullerton
ARMANDO SOLIS PE, PROJECT MANAGER		



 DAVID MADERA, PE, TE TASK LEADER – TRAFFIC SIGNAL ANALYSIS REPORT	RELEVANT EXPERIENCE: ➤ Traffic signal systems ➤ Traffic signal communication systems ➤ ITS planning and design ➤ Transportation planning and design ➤ Traffic capacity and impact analysis ➤ Transportation Management Plans ➤ Construction Management	Years of Experience: 25 Registration: Civil Engineer, CA, C71391; Traffic Engineer, CA, TR2354 Education: B.S., Civil Engineering, Cal State Poly University, Pomona
 SUDARSHAN CHALAN, PE TASK LEADER – LEVEL OF SERVICE ANALYSIS	RELEVANT EXPERIENCE: ➤ Transportation Planning and Design ➤ Extensive Caltrans Experience ➤ Project Study Reports ➤ Project Reports ➤ Traffic Operations Analysis Reports ➤ Intersection Analysis Reports	Years of Experience: 29 Registration: Civil Engineer, CA, C51963 Education: M.S., Civil Engineering, University of California, Irvine B.S. Civil Engineering, Bangalore University, India

Key Support Staff: Besides our key personnel, selection of qualified local team members is a crucial towards ensuring this project's success, and we have selected a team of highly qualified and respected individuals with Traffic Engineering, and Traffic Signal Analysis experience to assist, including:

- **Vivian Hang, PE** | **Years of Experience: 7** | **Assignment:** Lead Project Engineer for Traffic Signal Analysis and Development of Conceptual and Preliminary Design Alternatives and Cost Estimates
- **James Tai, EIT** | **Years of Experience: 16** | **Assignment:** Lead Project Engineer for Field Verification of Existing Conditions, Utility Research and Coordination, Development of Conceptual and Preliminary Design Alternatives and Cost Estimates
- **Daniel Underwood** | **Years of Experience: 1** | **Assignment:** Assistant Engineer for Field Verification of Existing Conditions, Utility Research and Coordination, Development of Conceptual and Preliminary Design and Cost Estimates

1.4 Our Subconsultant

We bring an outstanding professional firm to support us on this project. The table below indicates the professional services that will be provided by our subconsultant and its contact information and their support personnel.

Counts Unlimited, Inc PO Box 1178, Corona, CA 92878 Mr. Abe Campos; Ph: 951-268-6268 counts@countsunlimited.com DIR 1000540799	Services to be Provided: Traffic data collection including average daily traffic (ADT) and peak hour turning movement counts.
 Counts Unlimited, Inc. specializes in traffic data collection and has been serving the Southern California area for the past 26 years. Their primary goal is to provide accurate and comprehensive traffic data collection services at a reasonable cost to the transportation engineering community throughout Southern California. Counts Unlimited has worked with ADVANTEC's staff for the last ten years, providing traffic counts and travel time study data.	
Support Personnel: Abe Campos, Kris Campos	

1.5 Relevant Experience

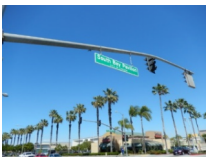
- ✓ ADVANTEC has provided similar Traffic Engineering and Signal Timing Upgrades professional services to agencies in Southern California for HSIP funded projects. Some of our related referenced projects are described under this section.

PROVEN EXPERIENCE FOR EVERY MAJOR PROJECT ELEMENT	Conceptual Plans	Level of Service Analysis	Signing & Striping	Traffic Signal Improvements	Street Improvements	Cost Analysis	Preliminary Design	Stakeholder and Caltrans Coordination
City of Norwalk HSIP Cycle 8 Traffic Signal Upgrades, (RFA, LPI and Retroreflective Backplates)	✓	✓	✓	✓	✓	✓	✓	✓

PROVEN EXPERIENCE FOR EVERY MAJOR PROJECT ELEMENT	Conceptual Plans	Level of Service Analysis	Signing & Striping	Traffic Signal Improvements	Street Improvements	Cost Analysis	Preliminary Design	Stakeholder and Caltrans Coordination
City of Palm Springs HSIP Cycle 8 Traffic Signal Upgrades	✓	✓	✓	✓	✓	✓	✓	✓
City of La Habra HSIP Cycle 9 Traffic Signal Upgrades (RFA)	✓	✓	✓	✓				
City of Carson HSIP Cycle 9 Traffic Signal Improvements	✓	✓	✓	✓	✓		✓	✓
City of Cathedral City HSIP Cycle 9 Traffic Signal Upgrades	✓	✓	✓	✓	✓	✓		✓

1.6 Similar Project Experience and References

A brief description of similar As-Needed or On-Call Professional Consultant Services provided by ADVANTEC to agencies within the last five (5) years in Southern California are highlighted in the following table.

Project Name / Description	Relevance to the Professional Traffic Engineering Services
On-Call Traffic Engineering Services, County of Riverside: As part of our services ADVANTEC Prepared traffic signal, street improvement, and signing and striping plans, including final plans, specifications, and estimates, and provided support for bidding and construction. Recent locations include Highway 74 & Mountain Avenue, Pourroy Road & Pourroy Road, and Grand Avenue & Sangston Drive.	Reference: County of Riverside Mr. Dennis Acuna, PE, TE Director of Transportation 951-955-6820; Dacuna@rivco.org Date Range: 2018 to Present Project Team: Carlos Ortiz, Lawrence Tai, John Dorado, Armando Solis, Jose Guedes, John Cox, Keith Rand, Chris Buscarino, Charles Tsang, Vivian Hang, Maddie Ortiz, Ryan Miller, Bryan Elenes, Frank Gomez, Kevin Acuna
On-Call Traffic Engineering Services – Los Angeles County, CA - ADVANTEC's work over this period consisted of several traffic signal design projects including 8 major corridors ranging from 9 to 62 intersections will associated improvements. All the plans were designed in conformance with the County of Los Angeles latest design guidelines, using Microstation / AutoCAD formats. Plans were submitted in 3 different stages: 80%, 100% and final design submittal. The 100% and final design plans were also submitted to the involved local agencies for review and approval.	 Reference: LA County DPW Marty Admundson, Supervising Engineer (626) 300-4774 mamund@dpw.lacounty.gov Date Range: 2004 to Present Project Team: Carlos Ortiz, Keith Rand, John Dorado, Armando Solis, David Madera, Mario Garcia-Guillespie, Vivian Sy, Kevin Acuna, Francisco Hernandez
Design Services for Merced to Madera – California High-Speed Rail Authority, CA - The California High-Speed Rail Authority (Authority) is pioneering the nation's first high-speed rail system, connecting California's mega-regions. For the Merced to Madera segment (34 miles), Advantec led geometrics development to 30% completion at 8 locations, coordinating with CHSRA and Caltrans Districts 6 and 10. Additionally, the scope included Geometric Alignment Drawings (GADs), DIB78 Checklists, Traffic Operations Analysis Report (TOAR) for SR 99 SB Ramps/Mission Avenue and SR 99 SB Ramps/Le Grand Road. In addition, prepared TOAR for two interchanges and 12 access points along SR 152, and Intersection Control Evaluation (ICE) for four intersections in two interchanges.	Reference: Stantec Jose Martinez, Disign Project Manager (949) 345-5471 jose.martinez@stantec.com Date Range: 2022 to Present Project Team: Chris Buscarino, David Madera, Sudarshan Chalan, Vivian Hang, James Tai, Yasmeen Halabi, Daniel Underwood, George Dore

SECTION 2: PROPOSED PERSONNEL

2.1 Project Manager, Key Personnel, and Subconsultant Resumes

Armando Solis, PE | PROJECT MANAGER

Mr. Armando Solis is a Registered Civil Engineer with over 25 years of professional experience focusing on all aspects of highway and roadway engineering. He has been involved in successful delivery of numerous PS&E projects to various Caltrans Districts across southern California (7, 8, 11, 12). His extensive design experience spans over civil and traffic disciplines. Mr. Solis possesses hands-on experience not just in geometric design, roadway layout and profiles, pavement rehabilitation, pavement delineation, signing and construction staging. He also has numerous experiences overseeing the design of traffic signal improvements and elaboration of cost estimates. Mr. Solis has provided construction support during construction of traffic signal systems, street improvements, intelligent transportation systems, lighting, sign illumination, fiber optic communications system, CCTV, ramp metering, CMS as well as census stations. Some of his notable projects are as follows:

LA Metro, I-105 Express Lanes Segment 1 (PS&E) Project, Los Angeles, CA – Design Manager. Mr. Solis, as Design Manager, oversaw the PS&E development of electrical, ITS, and tolling infrastructure for a project aimed at adding two high occupancy toll (HOT) Express Lanes along I-105 between I-405 and Central Avenue (Segment 1). This encompassed tasks such as highway lighting, Caltrans TMS (ramp metering, fiber optic backbone, CCTV, CMS, traffic monitoring stations), and tolling infrastructure (fiber optic backbone, CCTV, detection stations, toll zone gantries, VMS). The project involved approximately 6.5 miles of widening within the existing right-of-way, including 7 bridge widenings, new retaining and sound walls, and new toll collection infrastructure, including tie-ins to existing I-110 Express Lanes and new toll gantries on SB 710 to EB/WB 105. With a tight funding deadline mandated by SB-1 Congested Corridors, the project ran on an accelerated schedule to achieve PS&E approval by May 2023. The 65% package was submitted on-time and within budget, with both the CMGC and Toll Service Provider joining in that Fall.

County of Los Angeles, Las Tunas Drive/Live Oak Avenue/Arrow Highway Traffic Signal Synchronization Program (TSSP) Project, CA – Project Manager. Armando Solis, as Project Manager for a Los Angeles County on-call traffic engineering services contract, oversaw a project to enhance traffic flow along multi-jurisdictional corridors by upgrading signalized intersections. This involved replacing obsolete controllers, designing detector systems, and upgrading signal equipment hardware to meet standards, including those outlined in the Manual on Uniform Traffic Control Devices (MUTCD). Armando's specific duties included completing field reviews and inventory packages, generating Traffic Signal (TS) Base Plans, TS Utility Plans, TS Improvement Plans, and providing engineer's cost estimates for 31 intersections along the Las Tunas Drive / Live Oak Avenue / Arrow Highway TSSP corridor.

County of Los Angeles, Avalon Boulevard 126th St to Sepulveda Boulevard Traffic Signal Synchronization Program (TSSP) Project, CA – Project Manager. Mr. Solis, as Project Manager for a Los Angeles County on-call traffic engineering services contract, led a project to improve traffic flow along multi-jurisdictional corridors by upgrading signalized intersections. This involved tasks such as replacing outdated controllers, designing detector systems for full traffic actuation, installing or replacing interconnect with universal time base units, and upgrading other signal equipment hardware to meet standards outlined in the Manual on Uniform Traffic Control Devices (MUTCD) and/or CA MUTCD. Mr. Solis was responsible for completing a field review/inventory package and developing Traffic Signal (TS) Base Plans, TS Utility Plans, and TS Improvement Plans for 28 intersections along the Avalon Boulevard 126th St to Sepulveda Blvd Traffic Signal Synchronization Program TSSP corridor.



Registration:

Civil Engineer, CA, C72012

Years of Experience: 25

Years with Firm: 2.5

Education:

B.S., 1999, Civil Engineering,
California State University, Fullerton

Professional Affiliations:

*Institute of Transportation
Engineers (ITE)*

*Orange County Traffic Engineering
Council (OCTEC)*

David Madera, PE, TE | TASK LEAD for TRAFFIC SIGNAL ANALYSIS REPORT

Mr. David Madera, a registered Civil and Traffic Engineer, brings over 24 years of diverse experience in traffic and transportation engineering. His expertise spans ITS planning and design, traffic signal and transit engineering, transportation planning, and construction management. He has specific experience in signing, striping, stage construction/traffic control, traffic signal and communication systems, as well as Intelligent Transportation Systems (ITS) and lighting plans for various city, county, and Caltrans highway facilities. Additionally, he has conducted intersection capacity analysis, impact analysis, traffic studies, and transportation management plans, along with conceptual highway and street intersection improvement design. David excels in management and communication, effectively coordinating with project team members and stakeholders. Some of his notable projects are as follows:

LA Metro, I-105 Express Lanes Segment 1 (PS&E) Project, Los Angeles, CA – Traffic Lead. Mr. Madera, lead the PS&E development of electrical, ITS, and tolling infrastructure for a project aimed at adding two high occupancy toll (HOT) Express Lanes along I-105 between I-405 and Central Avenue (Segment 1). This encompassed tasks such as highway lighting, Caltrans TMS (ramp metering, fiber optic backbone, CCTV, CMS, traffic monitoring stations), and tolling infrastructure (fiber optic backbone, CCTV, detection stations, toll zone gantries, VMS). The project involved approximately 6.5 miles of widening within the existing right-of-way, including 7 bridge widenings, new retaining and sound walls, and new toll collection infrastructure, including tie-ins to existing I-110 Express Lanes and new toll gantries on SB 710 to EB/WB 105. With a tight funding deadline mandated by SB-1 Congested Corridors, the project ran on an accelerated schedule to achieve PS&E approval by May 2023. The 65% package was submitted on-time and within budget, with both the CMGC and Toll Service Provider joining in that Fall.

SBCTA, SR-210 Median Lane Widening (PA/ED & PS&E), San Bernardino County, CA – Project Engineer/ Traffic Lead. Responsible for the project approval and final PS&E of the SR-210 widening project from Sterling Avenue to I-10 in San Bernardino County. The \$148M project will widen six miles of SR-210 by adding one new mixed-flow lane and shoulder in each direction. Prepared traffic and electrical design components, including signing, striping, stage construction, highway and city lighting, traffic signals, communication systems, ramp metering, CCTV, detection, CMS, and irrigation service.

TCA, SR-91/SR-241 Express Lane Direct Connector, Orange County, CA – Traffic Lead. Lead traffic engineer developing final PS&E for the SR91/SR-241 interchange to include express lane direct connectors. Primary responsibilities include preparing a measure of effectiveness (MOE) comparison memorandum of the proposed ramp options and preparing the System Engineering Management Plan (SEMP), overhead sign, and electrical PS&E packages.

SBCTA SR-60 Central (PA/ED & PS&E), San Bernardino County, CA – Traffic Lead. Provided project approval and final PS&E of the SR-60 Central Avenue Interchange reconstruction and widening project in San Bernardino County. Responsible for traffic design components, including signing, striping, detours, and stage construction. Atkinson Construction/Caltrans, I-15/I-215 Interchange (Devore) Design-Build, San Bernardino County, California (Traffic Lead), 2012-2015, \$208M. Provided PS&E design and construction support for reconfiguring the I-15/215 interchange to provide route continuity and truck bypass lanes, including reconstruction of approximately six miles of existing freeway and reconnection of the original "Route 66" highway along Cajon Boulevard. Responsible for traffic, electrical, and ITS components, including signing, striping, stage construction, highway lighting, and ITS communication system (Fiber, RMS, TMS, and CCTV) design.

Bundy Canyon/Scott Road Widening (PS&E), Menifee, CA – Traffic Lead. Provided signing, striping, staging and traffic handling, and traffic signal PS&E for a 6-mile widening of Bundy Canyon/Scott Road from Sunset Ave to the I-215 Interchange. The project will widen the road



Registration:

California, Civil Engineering No. C71391

California, Traffic Engineer No. TR2354

Years of Experience: 25

Years with Firm: 1

Education:

California State Polytechnic University, Pomona, CA – 1999, BS Civil Engineering

Professional Affiliations:

Institute of Transportation Engineers (ITE)

Orange County Traffic Engineering Council (OCTEC)



from two to four lanes with bike lanes, increase sight the distance around s curve section of the street, provide intersection improvements, improve traffic control, and increase the overall safety of the roadway.

Sudarshan Chalan, PE | TASK LEAD for LEVEL OF SERVICE ANALYSIS

Mr. Chalan worked in the Department of Transportation, Caltrans for over 29 years in the Districts of 7, 12 and Headquarters delivering an array of diversified Transportation Projects from various Divisions of Planning, Design, Operations & Construction worth \$8 Billion for Minors/Majors/SHOPP/STIP/CAPMPR programs; Project Initiation Reports/Documents (PIRs/PIDs), Project Study Report-Project Development Support (PSR-PDS), Project Study Reports (PSRs), Project Study Reports/Project Reports (PSR/PRs), Project Approval & Environmental Documents (PA&EDs), & Plans, Specifications, & Estimates (PS&E), Stormwater Data Reports (SWDRs), and Right of Way Data Sheets (RWDSs) packages.

Mr. Chalan was responsible for OCTA Planning & Designing consultants selection process with IQA, QA/QC. He was responsible in leading Special programs of 5G (Mid-Mile Broadband Network), Encroachment Permits (Statewide Program implementation & Lean Six Sigma), Structural Design (Seismic Retrofit) of all the Bridges in Orange County CA, Delivered President & Governor Stimulus packages for CMIA/CMAQ, Statewide development & implementation of Quality/Continuous Improvement Program, Delivered Managed Lane Feasibility Study Report for I-405 HOV & HOT, & Facilitated all staff in developing District Strategic Operational Plan.

California High-Speed Rail Authority - Design Services for Merced to Madera, Merced, and Madera Counties (CA) –

The California High-Speed Rail Authority (Authority) is planning, designing, building, and operating the first high-speed rail system in the nation. The high-speed rail system will connect the mega-regions of the State of California (State), and its trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of exceeding 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a State-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs. For the Segment Merced to Madera line (34 miles long), Advantec was selected to lead the development of geometrics to 30% level for approximately 8 locations and preparation of multiple Caltrans' Project Reports for both Caltrans D6 and Caltrans District 10 due to impacts to SR-152 and SR-99 by the HSR alignment footprint. Mr. Chalan's role as the Project Report Lead for the multiple project reports development is to organize, plan, and execute multiple project reports for eight locations within Merced and Madera Counties in coordination with other disciplines on the Stantec Team, and with CHSRA, and two Caltrans Districts to obtain their approval. He also led the development of the TOAR, ICE/ISOAP, and was instrumental in conducting the monthly meetings with Caltrans D06 and D10. Additional scope was added: GADs for SR 152 Realignment and SR 152/Road 16 (Berenda Way) interchange, Traffic Operations Analysis Report (TOAR), and ICE (NKA ISOAP) for four intersections in two interchanges requiring Roundabouts. CHSRA is looking to add Final Design of four Caltrans Interchange and Overcrossing locations.

Caltrans District 7 I-605/SR-91 & I-605/Alondra Blvd PS&E, Los Angeles County, CA - Alternative Analysis/Geometric Development.

Prepared PS&E package for SR 605/SR 91 & SR-91/Alondra Blvd. This project was a result of I-105 construction that impacted several neighboring interchanges due to traffic volume increase.

Responsibility - Developed geometric designs of 9 ramps (6 ramps at SR-91/I-605 interchange and 3 ramps at SR-91/Alondra Blvd), widening of 91 freeway and added auxiliary lanes. Successfully completed within budget and schedule to submit PS&E package to Office Engineers to develop bidding package.

Caltrans District 12 SR-55/17th Street, Orange County, CA – Construction Inspection.

Delivered construction of 17th street widening as a result of impact from SR-55/I-5 interchange construction.

Responsibility - Executed the PS&E package as constructed by the contractors, Yeager construction by carefully inspecting all aspects of a transportation facility construction - Regular material sampling & testing; ensuring construction standards, specifications and details of methods of construction; quality control of materials/workmanship; ensuring & inspecting asphalt temperature maintenance and standards; conducting tailgate meetings to share lessons learnt & safety of one and all; processed close out documentation including Phase 9 complete with all claims approved/revised/mitigated as applicable. Finally opened for Traffic flow and handed over the new improved facility to Operations & Maintenance.



Registration:

California, Civil Engineering No. C51963

Years of Experience: 29

Years with Firm: 1

Education:

M.S, Civil Engineering, University of California, Irvine, 1992

B. S., Civil Engineering, Bangalore University, KA, India, 1980

Professional Affiliations:

American Society of Civil Engineers (ASCE)



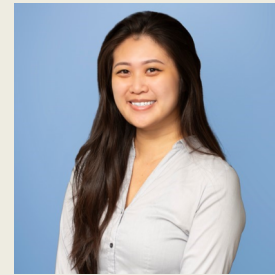
Vivian Hang | LEAD PROJECT ENGINEER FOR TRAFFIC SIGNAL ANALYSIS AND DEVELOPMENT OF CONCEPTUAL AND PRELIMINARY DESIGN ALTERNATIVES AND COST ESTIMATES

Ms. Hang is a registered Civil Engineer with 7 years of professional experience who has knowledge in a variety of transportation engineering and planning projects. Her project experience ranges from large-scale corridor and transit projects to local transportation improvement projects. Ms. Hang's experience includes preparation of roadway improvement plans, signing and striping plans, surface parking lot conceptual plans, traffic signal modifications, and traffic impact analyses. Her skillsets consist of MicroStation and AutoCAD for engineering design purposes along with modeling software such as Synchro and Traffix to assess the performance of a network and mitigate its impacts. Additionally, Ms. Hang is adept in the use of the full suite of Microsoft Office programs.

California High-Speed Rail Authority - Design Services for Merced to Madera, Merced, and Madera Counties (CA) - The California High-Speed Rail Authority (Authority) is planning, designing, building, and operating the first high-speed rail system in the nation. The high-speed rail system will connect the mega-regions in the State of California, and its trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of exceeding 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. Additionally, the Authority is working with regional partners to implement a state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs. For the Segment Merced to Madera line (34 miles long), ADVANTEC was selected to lead the development of geometrics to 30% level for approximately 8 locations and preparation of multiple Caltrans' Project Reports for both Caltrans District 6 and Caltrans District 10 due to impacts to SR-152 and SR-99 by the High-Speed Rail (HSR) alignment footprint. Ms. Hang assisted in executing the geometric design from the 15% level to the 30% level in coordination with other disciplines, CHSRA, and both Caltrans Districts. She also analyzed traffic circulation impacts at the three project locations along the SR-152 during existing conditions, Opening Year, and Horizon Year in support of the Traffic Operations Analysis Report (TOAR). Ms. Hang assisted in developing the TOAR, Intersection Control Evaluation Report (NKA SOAP) for four intersections in two interchanges requiring roundabouts, and the Project Report (PR) for all locations.

Design Services for Intersection Improvements on Rosemead Boulevard at Interstate 10 (I-10) Freeway Westbound Ramps Termini (Rosemead, CA) - The City of Rosemead proposes improvements to Rosemead Boulevard (SR-164) at Glendon Way and I-10 Freeway WB On and Off Ramps. The improvements include geometric realignment and additional lanes to increase operational capacity, improve traffic flow, and reduce congestion at the intersection. The proposed project was identified and awarded by LA Metro Measure R funding, as part of a broader package of projects known as the SR-710 Mobility Improvement Projects (MIPs). The SR-710 MIPs are the result of reallocated Measure R Funds for the SR-710 North Project to new mobility improvement projects within the San Gabriel Valley subregion. These projects are consistent with the purpose and need of the Gap Closure Project to relieve congestion on local streets along the SR-710 alignment between Interstates 10 and 210. Rosemead Boulevard is one of the busiest regional corridors that extends from SR-60 to I-10 and from I-10 to the I-210 Freeways. Ms. Hang's role as civil design lead includes redesigning and implementing intersection improvements in delivering the preliminary engineering and final design (PS&E). Ms. Hang created preliminary conceptual exhibits of the proposed design of the intersection and at the ramp's termini, obtained the necessary encroachment permit from Caltrans District 7 to begin preliminary work, and assisted in developing the Traffic Operations Analysis Report (TOAR) and the Intersection Control Evaluation Report (ICE) at key locations of the intersection.

Cook Street and Market Place Drive Traffic Signal Improvements Project (Palm Desert, CA) - The City of Palm Desert is looking to install a new traffic signal at the intersection of Cook Street and Market Place Drive. As a result, a new continental crosswalk is to be installed to increase safety for pedestrians and golf cart users to maneuver across Cook Street. Ms. Hang's role as the civil design lead included responsibilities such as determining the location of the proposed curb ramp by considering the existing grading, providing three design alternatives utilizing various configurations and locations of the curb ramp, designing the pedestrian curb ramp as well as the curb and gutter to Caltrans standards, and coordinating with the City on their needs. Additionally, she redesigned the meandering sidewalk where the proposed curb ramp meets by depressing a portion of the sidewalk in order to meet slope requirements set by the City of Palm Desert and ADA standards for accessible design. Ms. Hang prepared the delivery of preliminary and final design of the plans, specifications, and estimates.



Registrations:

California, Civil Engineering No.
C93680

Arizona, Civil Engineering No.
76071

Years of Experience: 7

Years with Firm: 1

Education:

B.S, Civil Engineering, University of
California, Irvine, 2017

Professional Affiliations:

American Society of Civil
Engineers (ASCE)

Institute of Transportation
Engineers (ITE)



James Tai | LEAD PROJECT ENGINEER FOR FIELD VERIFICATION OF EXISTING CONDITIONS, UTILITY RESEARCH AND COORDINATION, DEVELOPMENT OF CONCEPTUAL AND PRELIMINARY DESIGN ALTERNATIVES AND COST ESTIMATES

Mr. James Tai is a Project Engineer at Advantec Consultant Engineers. He has over 15 years of experience in Infrastructure Engineering delivering Transportation Engineering services from PA/ED, PS&E, to Design Build working on geometrical designs, drainage engineering, grading and ROW Impacts. Mr. Tai has worked with many agencies including Caltrans, Metro Gold line Foothill Construction Authority, and HSR Authority as well as other municipal agencies. Mr Tai has extensive software experience which include AutoCAD Civil 3D, MicroStation, Inroads, Open Road Designer, AutoTURN, HEC-RAS, Flow Master, Blue Beam, & Microsoft Office Suites.

California High-Speed Rail Authority - Design Services for Merced to Madera, Merced, and Madera Counties (CA) - The California High-Speed Rail Authority (Authority) is planning, designing, building, and operating the first high-speed rail system in the nation. The high-speed rail system will connect the mega-regions of the State of California (State), and its trains will run from San Francisco to the Los Angeles basin. For the Segment Merced to Madera line (34 miles long), Advantec was selected to lead the development of geometrics to 30% level for approximately 8 locations and preparation of multiple Caltrans' Project Reports for both Caltrans D6 and Caltrans District 10 due to impacts to SR-152 and SR-99 by the HSR alignment footprint. Mr. Tai's role as Project Engineer is primarily to lead the GAD (Geometric Approval Drawings) for three Caltrans interchanges along SR-152 that needed to be reconfigured with new design concepts which sought for Caltrans District 6 approval as well as coordination with disciplines on Stantec Team.

I-710 Corridor PA-ED, LA Metro, Los Angeles, CA

The I-710 Corridor for PA-ED project was a freeway expansion project, primarily to improve freight travel speeds along the I-710 freeway from the Long Beach Port to SR-60 interchange. The Project stretched for approximately 20 miles long and involved 15 local agencies and Caltrans. Mr Tai served as a highway designer to deliver geometric designs, plans, profiles, superelevation diagrams, cross-sections, as well as utility conflict exhibits on the project.

Sun Lakes Blvd Expansion, City of Banning, CA.

Mr. Tai acted as an assistant project manager for the expansion of Sun Lakes Blvd in the City of Banning that extended the Road between Highland Homes Rd to Sunset Ave. The purpose for this expansion is to complement the development of future warehouse development. A high-pressure gas line within the alignment triggered a realignment proposal. Mr. Tai was involved with the roadway realignment design as well as holding meetings with Environmental and water resources group to develop responses for issues posed by California Dept of Fish and Wildlife.

Ave 50 & Ave 52 Widening in City of Indio & City of La Quinta, CA

Avenue 50 and 52 are local streets adjacent to Coachella Valley Music and Arts Festival. The City of La Quinta and City of Indio have a joint citywide plan to expand the roads to include bike lanes to help reduce vehicular traffic and parking issues. Mr. Tai acted as an assistant project manager for scope of work and coordinator for all disciplines on Avenue 52 with design firm Mark Thomas for City of La Quinta with various tasks of reviewing proposed cross section, surveyor status and planned utility coordination to help advance the Project forward.

Ave 50 is the main local road that feeds into the north face of Coachella Valley Music and Arts Festival. The Road is also the border of the City of Indio and La Quinta. Mr. Tai as an assistant project manager as well as Project Engineer for Ave 50 between Jefferson Ave and Jackson St. Mr. Tai surveyed the existing condition of the local road with City of Indio's City engineer to provide a basis of work needed to advance the project forward. Mr. Tai arranged meetings with City of Indio and La Quinta to provide agreement upon proposed cross section and newly added bike lanes for the proposed Ave 50 roadway alignment to feed into the existing bike network.



Registrations:

Engineer-In-Training, CA

Years of Experience: 16

Years with Firm: 1

Education:

B.S, Civil Engineering, University of California, Irvine, 2008

Professional Affiliations:

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)



Daniel Underwood | ASSISTANT ENGINEER FOR FIELD VERIFICATION OF EXISTING CONDITIONS, UTILITY RESEARCH AND COORDINATION, DEVELOPMENT OF CONCEPTUAL AND PRELIMINARY DESIGN AND COST ESTIMATES

Daniel Underwood recently graduated from California State Polytechnic University in Pomona with a GPA of 3.66. He joined ADVANTEC in July 2023 and became a full-time Assistant Engineer for ADVANTEC immediately after his graduation in May 2023.

Daniel is a highly disciplined person with a strong motivation to take up new assignments and challenges. Even though he has been with ADVANTEC for less than a year, he continuously demonstrates his eagerness to learn new skills and a willingness to take on new assignments.

L.A. Metro, I-10 Fwy Express Lanes PA/ED, L.A. County, CA (Assistant Engineer)

As Assistant Engineer, Daniel was responsible for researching existing roadway conditions and for the development of the stage construction and traffic control plans for this project.

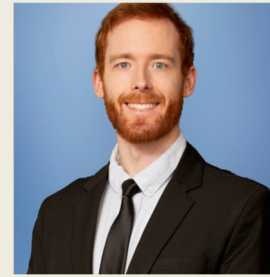
LACDPW, Traffic Signals PS&E Design, LA County, CA (Assistant Engineer)

As Assistant Engineer of the design team, responsible for conducting utility research and preparing traffic signal plans for Las Tunas Drive Traffic Signal Improvement Project that covers 4 cities from Arcadia through Glendora. This project intends to improve traffic signals along the Las Tunas Drive/Live Oak Ave/Arrow Hwy corridor spanning across the city of Arcadia, Irwindale, Monrovia, Baldwin Park, Covina, Azusa, Glendora, and San Dimas.

County of Riverside, Mountain Avenue/Highway 74 intersection Improvements, Riverside County, CA (Assistant Engineer)

As Assistant Engineer Daniel utilized MicroStation CADD program to design the 100% roadway layout and curb ramp plans working with a senior engineer.

LA Metro, I-105 Managed Lanes from I-405 to I-605 (PS&E, CMGC) (Assistant Engineer) Daniel assisted the Lead Traffic Engineer, on the development final PS&E for all three segments of the I-105 freeway to include express lanes from LAX to I-605. His primary responsibilities included preparing electrical and tolling PS&E packages.



Years of Experience: 1.25

Years with Firm: 1

Education:

California State Polytechnic
University, Pomona, CA – 2023, BS
Civil Engineering



SECTION 3: PROJECT APPROACH AND SCOPE OF SERVICES

3.1 Project Approach

The City of Duarte is requesting proposals from qualified professional firms to provide civil and traffic engineering services for the preparation of design alternatives for street improvements and/or traffic signal improvements that will improve the level of efficiency for two of its traffic signal intersections. The two locations are Buena Vista Street at Central Avenue and Buena Vista Street at Evergreen Street. Buena Vista Street is one of the city's major arterials and it passes under the I-210 freeway, which has two on-ramps and one off-ramp within the project area. The addition of shopping areas, schools and other major facilities has significantly increased the volume of vehicles traveling through the project intersections and consequently aggravating their level of efficiency.

ADVANTEC understands that the city's goal for this project is to improve the level of efficiency of the two project intersections. After being selected, ADVANTEC will set up a kick-off meeting with City staff to discuss project goals and schedule. During our kick-off meeting we will coordinate with city staff to determine all project stakeholders and establish a Project Development Team (PDT). ADVANTEC will schedule and conduct bi-weekly PDT meetings to ensure that all participants are aware of the project status, concerns or issues, action items, coordination efforts, critical milestones and decision points including reviewing project schedules, planning activities, alternative concepts, and estimates. Review times of any submittal will be limited to the following PDT meeting. ADVANTEC will prepare and distribute meeting agendas, meeting minutes, attendee log, updated project schedule (as necessary), and an action item matrix to the project team for each meeting that is held.

Immediately after our first PDT meeting, utility research and coordination will commence. Notification and coordination of all utilities will be required to ensure quality design and help eliminate utility conflicts. Utility notifications will be provided to the various utility owners within the sphere of the project intersection; the notifications will be prepared using the City's letterhead. ADVANTEC will obtain a list of all utilities within the project limits from Underground Service Alert (USA) and request locations for existing and proposed underground and overhead utilities, including high risk utilities. The utility information provided by the agencies will be delineated on the concept plans based on their record drawings and our field review. The location of our proposed improvements will take into consideration the existing utilities. ADVANTEC will compile all utility coordination and information in a matrix format to include dates of notification, persons/utility notified and responses from the utility company. Letters will be sent to the utility companies requesting their review and verification of their facilities during the conceptual plan submittals to obtain their concurrence with the information shown on the plans. Copies of this information will be updated periodically and provided to the City of Duarte at the scheduled project meetings and/or as the information has been received.

During the first PDT meeting ADVANTEC will coordinate with all PDT members, collect and review available data for use and reference associated with the project improvements. ADVANTEC's Project Engineer/Assistant Engineer will schedule a project site visit to conduct a thorough field review of existing conditions at the project intersections. Upon completion of the project site visit, ADVANTEC will create a digital field condition photobook and will identify potential constraints that may be encountered in relation to any proposed improvements. This information will be used for base mapping and proposed improvements at the project intersections. This information will also be used as the foundation for inventory and assessment of existing conditions, base mapping, and preliminary improvement plans.

After review of existing conditions, ADVANTEC will analyze both project intersections and will create conceptual project alternatives that will improve the intersections level of efficiency. These alternatives will be presented to the project stakeholders at a PDT meeting and will discuss the constructability and feasibility of each alternative. Once the alternatives are declared constructible and feasible a project report will be generated. The project report will also contain the cost estimate for each alternative and will explain in detail the decision-making process for the creation of each alternative. ADVANTEC will present the first project report to the City for their review as the first official submittal.

After the City's selection of the preferred alternative, ADVANTEC will develop preliminary improvement plans and cost estimate of the selected alternative. These plans will be generated in much greater detail than the conceptual alternatives and will be included in the second and final submittal of the project report.

3.2 Scope of Services

Due to the limited number of pages, **we have no exceptions to the scope of work, tasks, and deliverables** indicated in the RFP.

SECTION 4: SCHEDULE CONTROL

4.1 Schedule Control

Based on our experience, we have identified team communication and adequate documentation as the key project elements to the successful completion of the project. The strategies that we propose will reduce potential project impacts, including project delays, help facilitate the planning, design, and completion of the project report.

Understanding City's Objectives - Prior to initiating our efforts, our Project Manager, Task Leaders, and Lead Project Engineers will work closely with the City of Duarte staff to identify specific goals, objectives and critical issues, in order to successfully meet the project milestones.

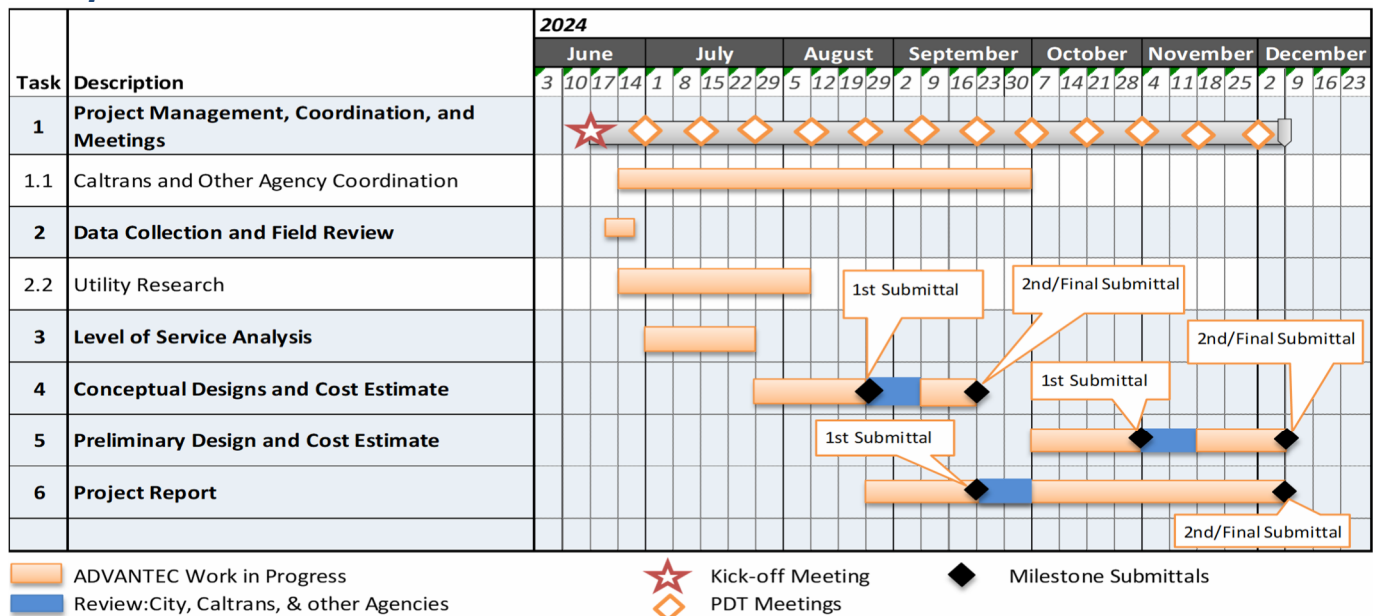
Critical Path Method Scheduling - On a monthly basis, our Project Manager will submit an updated four-week horizon schedule reflecting planned work. Our Project Manager will promptly notify the City's Project Manager of any changes in project progress and will submit an updated detailed Project Schedule to the City. Key critical decisions that may affect the project will be identified on a continual basis to ensure the project schedule is met. This approach allows the City to schedule staffing for its reviews in advance and avoid any rescheduling that may delay other projects.

Critical Issues - Every project will involve issues that require discussion and agreement between the affected parties. The ADVANTEC Team works to foster a professional team relationship between all members of the Project Design Team. We strive to be technically accurate, objective and creative in developing consensus on project issues. The early identification, resolution and documentation of critical issues are imperative to keep a project on track and on schedule.

Project Communication and Documentation - As stated before, one critical element for a quality project is to carefully document project decisions and direction, and the general project development history. Preparation of clear, concise letters, phone logs, meeting minutes and action item resolutions avoid costly re-direction during design that could also have impacts on the project schedule. In addition, ADVANTEC prepares detailed "Response to Comment" letters and matrices for all milestones submittal review comments that show both the comment itself and a complete response to each comment.

Project Progress and Workshop Meetings - On a bi-weekly or as-needed basis, ADVANTEC will attend and chair Project Team meetings with the City of Duarte and Project Stakeholders. Project objectives, schedule, and work progress to date will be discussed to identify and resolve critical issues promptly, address budget issues and other related items. Another effective management tool used by ADVANTEC is to conduct Design Workshops and/or focused Review Meetings with appropriate functional or management groups of the Project Design Team members. ADVANTEC Team will prepare detailed, timely meeting minutes in a comprehensive format that includes action item tracking embedded within the meeting minutes. This easily allows for carrying action items from one meeting to the next meeting until a final disposition on the action item is reached. This method has been very successful on our past projects for providing clear structure to the resolution of all action items throughout the development of the project and is invaluable in re-tracing project decisions if needed.

4.2 Project Schedule





SECTION 5: FEE SCHEDULE

5.1 Budget Control

The ADVANTEC Team's management approach has been proven on past similar Traffic Planning and Engineering / Public Works / Civil Engineering / ITS Projects to be effective in meeting or exceeding client goals for completing assigned projects on or ahead of schedule and within or below budget.

Budget Control - The project scope of work will serve as the basis for the development of work breakdown structure (WBS) and the project schedule. A budget expressed in hours and dollars will be established for each task and subtask in our project cost accounting system (AJERA). Our Project Manager and ADVANTEC's Task Leaders have real-time access to this cost data from his desktop computer enabling continuous monitoring of project costs. The WBS budget and schedule will be combined into a time phased budget to allow for measuring progress and comparing planned versus actual expenditures. Earned values will be computed for all activities and assessment of budgeted cost of work scheduled, budgeted cost of work performed, actual cost of work performed and estimates to complete will be developed. This data will be reviewed with our key task leaders to allow for continuous monitoring, identify early warnings of budget or schedule issues and develop required corrective actions to mitigate any potential schedule delays. A complete Monthly Progress Report will be prepared aligned with each task order and will describe work completed that period, work to be completed in the subsequent period and identification of significant schedule or cost matters that are of critical nature.

Progress Reports - Our Project Manager will provide monthly progress reports for the duration of the project. The Progress Report will summarize all work progress and billings to date. The report will also address potential problems that may delay achieving the project milestones, and recommend how to avert such problems.

5.2 Fee Schedule



ADVANTEC Consulting Engineers

Fee Proposal

City of Duarte

Professional Design Services for Traffic Signal Improvements at Buena Vista St. and Central Ave. & Buena Vista St. and Evergreen St.

Date: 05/09/24

Task/ Subtask	Project Manager	Task Leader Project Report	Task Leader LOS Analysis	Lead Project Engineer	Lead Project Engineer	Assistant Engineer	Other Direct Costs	Total Hours	Total Cost
Description	Armando S.	David Madera	Sudarshan C.	Vivian Hang	James Tai	Daniel U.			
Rate	\$315	\$315	\$315	\$180	\$180	\$125			
1 Project Mangement, Coordination and Meetings	8	2	2	2	2	6	\$150	22	\$5,400
1.1 Caltrans and Other Agency Coordination	2		2		4	8		16	\$2,980
2 Data Collection and Field Review				12		16	\$1,600	28	\$5,760
2.2 Utility Research					8	8		16	\$2,440
3 Level of Service Analysis			8	40		8		56	\$10,720
4 Conceptual Desings and Cost Estimate	1	2	2	6	40	8		59	\$10,855
5 Preliminary Design and Cost Estimate	1	2	2	4	24	8		41	\$7,615
6 Project Letter Report	1	12	2	8	4			27	\$6,885
Total Hours	13	18	18	72	82	62		265	
Total Cost	\$ 4,095	\$ 5,670	\$ 5,670	\$ 12,960	\$ 14,760	\$ 7,750			\$52,655
Note: Other Direct Costs are for mileage and traffic counts.									
TOTAL FEE (Not-To-Exceed)									\$52,655

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of September 24, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Advantec Consulting Engineers, Inc. , (“**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 professional engineering services for the design and preparation of Plans, Specifications and Cost Estimates (PS&E) for the new traffic signal on Buena Vista St. at Kellwil Way as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **\$50,000**, based on the Scope of Services set forth in Exhibit A. The proposal (Exhibit A) provides for 1) Utility As-built research and Coordination, 2) Aerial Topographic Survey, and 3) Composit Utility for a cost of \$42,500. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4,

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other

materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

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

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

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant

shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Advantec Consulting Engineers, Inc.
Attn: Cody Howing
398 Lemon Creek Drive Suite E
Walnut, CA 91789

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Advantec Consulting Engineers, Inc.

Brian Villalobos, City Manager

By: _____

Its: _____

Date: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

June 7, 2024

Stephanie Sandoval
City of Duarte – Public Works Manager
1600 Huntington Drive
Duarte, CA 91010

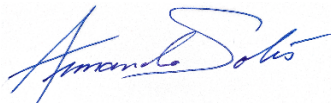
SUBJECT: Proposal for Professional Engineering Services for the Buena Vista Street at Kellwill Way Intersection Improvements Project

Dear Stephanie,

ADVANTEC Consulting Engineers, Inc. (ADVANTEC), is pleased to present our proposal and fee to provide professional engineering services to prepare plans, specifications, and estimates (PS&E) for a new traffic signal at the Buena Vista Street and Kellwill Way intersection.

ADVANTEC appreciates the opportunity to submit this letter proposal and looks forward to working with the City. Our scope of services and schedule are detailed in Exhibit A and our fees are detailed in Exhibit B. If you have questions, please feel free to contact me at (714) 277-8901 or asolis@advantec-usa.com.

Sincerely,
ADVANTEC Consulting Engineers, Inc.



Armando Solis, PE
Project Manager

City of Duarte

Approved By: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES for

City of Duarte

Buena Vista Street at Kellwill Way Intersection Improvements

This scope of service is based on the request from the City to prepare plans, specifications, and estimates (PS&E) for a new traffic signal at Buena Vista Street and Kellwill Way Intersection.

The project improvements include, but are not limited to, traffic signal installation and signing and striping plans.

The following summarizes our tasks to complete the scope of services:

Task 1 Project Management, Coordination, and Meetings

ADVANTEC will provide project management and coordination activities to manage the work and tasks identified in this scope of work. This includes coordination with the project team and the City including monthly conference calls with the City's Project Manager to provide up-to-date project status, discuss any concerns or issues, and follow-ups on any requests or action items.

ADVANTEC will conduct up to one in-person meeting and two virtual meetings with City staff. The first meeting will be conducted for the project kick-off, the second will be conducted to discuss our results of the field investigation and proposed conceptual plans, and the third meeting will be held after the 90% submittal for response to comments. ADVANTEC will prepare meeting agendas, meeting minutes, and action items list for distribution after each meeting.

SCE Coordination – Since we are proposing a new traffic signal, this will require coordination with SCE to obtain service (i.e. power) for the traffic signal and safety lighting improvements. ADVANTEC will coordinate with SCE to determine the service point location and feed to new traffic signal service enclosure. This typically requires filling out a SCE customer service request form and coordinating design requirements including potential design from SCE (conductors, conduit, pull boxes, etc. from the service point to the new service enclosure). Our coordination efforts under this task will minimize delays during construction.

Deliverables:

- ✓ Project management and coordination; monthly conference calls and conduct up to 3 meetings with County staff virtual or at City office.
- ✓ SCE coordination.

Task 2 Data Collection and Field Review

ADVANTEC will coordinate with City staff, collect and review available data for use and reference associated with the traffic signal and signing and striping improvements. ADVANTEC will conduct a thorough field review at the project intersection. Our field review will consist, but not limited to collecting the following:

- ✓ All roadway features including curb lines, property lines, edges of pavement, edges of paved sidewalks, curb returns, curb ramps, driveways, and bus pads
- ✓ Signing and striping
- ✓ Power poles and Overhead power lines
- ✓ Pedestrian flashing beacons, pole locations, conduit, conduit fill, cables, service enclosures, pull boxes, vaults, communications equipment, etc.)
- ✓ Nearby at-grade utilities, catch basins, manholes, cabinets, sub-structures, vaults; and nearby aboveground utilities, power poles/overhead lines, streetlights, etc.
- ✓ Other field conditions that might affect a design decision
- ✓ ADA compliance and constraints

Upon completion of the above items, ADVANTEC will identify potential constraints that may be encountered in relation to the proposed improvements. This information will be used to prepare base mapping and proposed improvements at the project intersection.

Deliverables:

- ✓ Data collection inventory matrix, project survey, field review notes, and photos.

Task 3 Utility Coordination

Utility notification and coordination will be required to ensure quality design and help eliminate utility conflicts during construction. Utility notifications will be provided to the various utility owners within the sphere of the project; the notifications will be prepared using the City's letterhead. ADVANTEC will request locations for existing and proposed underground and overhead utilities, including high risk utilities. The utility information provided by the agencies will be delineated on the plans based on their record drawings and our field review. The location of our proposed improvements will take into consideration of the existing utilities. In the event of any utility conflicts, ADVANTEC will coordinate the relocation of all utilities affected by the project. Our goal is to relocate their facilities prior to the start of construction of the project improvements. ADVANTEC will compile all utility coordination and information in a matrix format to include dates of notification, persons/utility notified and responses from the utility company. Letters will be sent to the utility companies requesting their review and verification of their facilities during the preliminary and final plan submittals to obtain their concurrence with the information shown on the plans. Copies of this information will be updated upon receipt and provided to the City of Duarte at the scheduled project meetings and/or as the information has been received. ADVANTEC will conduct utility coordination throughout the preliminary and final design phases of the project. *Please note: ADVANTEC's fees do not include fees or costs associated with the processing and collection of as-built plans or documentation from the utility companies. Typically, fees are waived when submitting utility requests using the City's letterhead.*

Deliverables:

- ✓ Utility notification and coordination, utility letters, utility plans and utility coordination matrix.

Task 4 Engineering Design and Plans

ADVANTEC will prepare PS&E for traffic signal and signing and striping improvements on Buena Vista Street at Kellwill Way. Our submittals will be at 65%, 90%, and 100%. The project improvement plans will conform to the City's requirements and will be prepared in AutoCAD on 24"x36" City of Duarte title block. The PS&E will also be in conformance with the corresponding latest editions of Caltrans Standard

Specifications and Standard Plans; Standard Specifications for Public Works Construction (Greenbook); California Manual on Uniform Traffic Control Devices (CAMUTCD) and applicable design standards. All plans will be prepared by a registered Civil Engineer in the State of California. Based on our assessment of the proposed improvements and associated details, we have determined this project will require approximately **4 plan sheets**. The following table provides a breakdown of the number of sheets, the types of plans, scale per plan, and work or information associated with each plan.

Sheet Description	Plan Scale	No. of Sheets
Title Sheet	NA	1
Traffic Signal Plan	1"=20'	1
Signing and Striping Plan	1"=40'	1
Detail Sheet: Video Detection, and Controller Cabinet	NA	1
TOTAL		4

The following summarizes the layout for each plan type and details associated with each sheet:

Title Sheet, Construction Notes and Legend

ADVANTEC will prepare a project title sheet. The project Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information, list of utility companies with contact name and telephone number, sheet index, and legend of symbols.

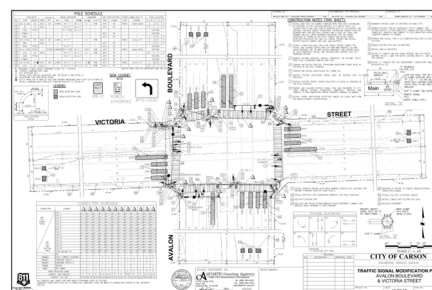
Deliverables:

- ✓ Title Sheet (One Sheet)

Traffic Signal Plan

ADVANTEC will prepare a traffic signal plan at Buena Vista Street at Kellwill Way. The traffic signal plan will include all base mapping, as-built information and utilities and all proposed traffic signal poles and equipment, pole schedules, conductor schedules, construction notes, and any details necessary to facilitate the installation and construction of the project improvements.

The traffic signal plan will be prepared at 1" =20' scale in AutoCAD in accordance with the latest State and City Standards.

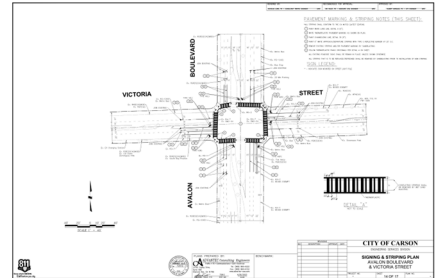


Deliverables:

- ✓ Traffic Signal Plan (One Sheet)

Signing and Striping Plan

ADVANTEC will prepare a signing and striping plan for the related improvements at Buena Vista Street at Kellwill Way. The signing and striping plan will show existing features to remain, existing features to be removed or relocated, and the installation of new features. The plans will include the specified border, title block, signature block, legend; general and construction notes; and any construction details necessary to facilitate installation of the signing and striping design.



The signing and striping plans will be prepared at 1"=40' scale in AutoCAD in accordance with the latest State and City Standards.

Deliverables:

- ✓ Signing and Striping Plan (One Sheet)

Detail Sheet: Video Detection Camera Mounting Details, and Controller Cabinet Details

ADVANTEC will prepare details sheets for the work related to the traffic signal improvements. This includes, but not limited to, Video Detection Camera Mounting details, and controller cabinet details. Construction notes and other details will be provided to facilitate the project improvements.

Deliverables:

- ✓ Detail Sheet: Video Detection Camera Mounting Details, and Controller Cabinet Details (One Sheet)

SUMMARY OF ENGINEERING AND DESIGN PLAN DELIVERABLES:

- ✓ Plans set (4 Sheets) at 65%, 90%, and 100% submittals. One full size (24"x36") bond copy of the plan set and PDF per submittal. One full size set of final signed mylars with one bond copy, PDF and AutoCAD file for final submittal.

Task 5 Technical Specifications

ADVANTEC will prepare the project Technical Specifications and Bid Documents for the proposed project and the associated improvements based on the City of Duarte's requirements and the latest Caltrans Standard Specifications and Plans; California Manual on Uniform Traffic Control Devices (CAMUTCD), and the GREENBOOK. The technical specifications will include a project description, preparation of bid schedules, bid item descriptions, payment methods, special provisions, technical specifications, and any specification detail sheets or standard plans.

Deliverables:

- ✓ Technical Specifications. Submittals will be provided at 65%, 90% and 100%. The Technical specifications will be prepared using Microsoft Word and provided to the City in Word and PDF formats for each submittal.

Task 6 Engineering Estimates

ADVANTEC will prepare construction quantity take-offs and construction cost estimates for the proposed project. The unit costs will be based on current cost data and historical cost data associated with the

identified bid items. Preliminary and final quantities and construction cost estimates will be provided to the City.

Deliverables:

- ✓ Construction Quantity Take-offs and Construction Cost Estimates. Submittals will be provided at 65%, 90%, and 100%. The cost estimate will be prepared in a spreadsheet format using Microsoft Excel and provided to the City in Excel and PDF formats for each submittal.

Task 7 (OPTIONAL) Construction Support

ADVANTEC will provide construction support services for the construction plans and specification interpretation and consultation during the bidding and construction phases of the project, including the following:

- ✓ Attend pre-bid meeting
- ✓ Respond to bidders' questions
- ✓ Assist the County with preparation of Addenda regarding omissions or conflicts in the design, as necessary
- ✓ Attend pre-construction meeting, if necessary
- ✓ Review and respond to shop drawing submittal for conformity with the plans and specifications.
- ✓ Review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor
- ✓ As-built drawings will be prepared based upon completion of the project and the Contractors red lined plans.

Deliverables:

- ✓ Construction Support Services and preparation of as-built plans. As-built plans will be provided electronically (PDF and AutoCAD) and one full-size plan set (24"x36") bond copies.

Task 8(OPTIONAL) Utility Potholing

ADVANTEC will, through our sub-consultant, perform the utility potholing in order to determine if there are any utility conflicts at locations where new traffic signal poles are proposed to be installed.

Based on our review of the project intersection, there are 5 new traffic signal poles that will require potholes.

Our approach is to provide "X" trenching, which excavates two 1'x3' trenches that crosses each other (and rod 6" in each direction), to 8' depth (typically, existing utilities are not deeper than 8'). With this approach, you are able to see if there are any conflicting utilities to the actual width without having to pothole actual diameter, which is costly, and requires additional work and safety precautions to make sure the pothole does not collapse that would be due to the large diameter and depth. *If City would like each pothole to be greater width and depth, we can provide these services based on the City's review and approval of our revised scope and fees.*

The ADVANTEC team will coordinate with Underground Service Alert (USA), handle USA mark outs and meetings; Obtain permits from the City of Duarte (it is assume permit fees are waived); Provide a set of traffic control plans as required (per WATCH or CAMUTCD) for typical right lane closures; Set up any

temporary traffic control as required; Set up protective barriers to shield pedestrians and traffic from flying debris; Use our Air/Vacuum System to remove dirt, rocks, sand or other to create the holes per plan; Document any utilities on the surface, depths of utilities (if any), photos and in logs books; Backfill native spoils and compact in 1' lifts to achieve the City's required compaction; Finish with cold patch; Sweep and clean entire work area; Provide PDF documentation for each hole.

In the event of a utility conflict, the ADVANTEC Team will submit to each utility company a preliminary set of plans that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvements. At this time, we may request a utility relocation.

Deliverables:

- ✓ Utility Pothole Survey, traffic control where needed, and coordination with utility companies will be provided.

Task 9 (OPTIONAL) Surveying and Topographic Mapping

With the assistance from our subconsultant, **CL Surveying and Mapping**, the ADVANTEC Team will provide surveying and topographic mapping within the project limits. The surveys will be performed to develop base mapping for the final design improvements. The cross-section and topographic base maps will be produced by ground survey methods. The surveying and topographic mapping will consist of the following elements:

Site Control: The ADVANTEC Team will establish a site-wide network of horizontal/vertical control to serve as the basis for any subsequent boundary, topographic, or construction staking surveys that may be required throughout the course of the project. CL Surveying and Mapping will reference an assumed horizontally, and available local agency vertical datum, unless specifically requested otherwise.

Centerline/Right-of-Way Establishment/Mapping: The ADVANTEC Team will conduct the field measurements necessary to re-trace the centerlines and rights-of-ways within the project limits. This effort does not constitute a full and complete boundary survey of the adjacent land parcels. Survey monuments located and indicated on the survey shall be limited to existing, centerline monuments found to be present along the streets and all associated ties as indicated.

Topography and Street Cross Sections: The ADVANTEC Team will perform a field topographic survey of existing ramps at the intersection of Buena Vista Street and Kellwill Way. Visible indications of surface utilities, trees, utility poles, luminaries, fencing, walls, sidewalks, hardscape, signs and edge of pavement lying within ramp and bus stop locations will be located, as well as lip of gutter, flow line, top of curb and back of walk elevations. Survey will also extend 100' beyond back of sidewalk on the east side; approx. 350' from BCR/ECR on the north and south side; and approx. 200' on the west side.

Deliverables:

- ✓ Surveying and Topographic Mapping for base mapping for one project intersection. This includes AutoCAD Files along with the ASCII point file of the survey points collected in the field.

SCHEDULE

Following our notice to proceed, ADVANTEC will begin services within one to two weeks. We anticipate project completion within 4 to 5 months.

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by ADVANTEC if negotiated under a separate contract for an additional fee; but are presently excluded from this Agreement:

- Additional meetings
- Traffic signal timing plans
- Traffic signal interconnect plans
- Traffic control plans
- Utility relocation design

Exhibit B - FEE SCHEDULE

Compensation for our personnel directly engaged for the work outlined in **Exhibit A** will be billed per the fee schedule provided below.



ADVANTEC Consulting Engineers
Fee Proposal
City of Duarte

Professional Design Services for Traffic Signal Improvements at Buena Vista Street and Kellwill Way

Date: 06/07/24

Task/ Subtask		Project Manager Armando S.	Design Engineer Kevin Acuna	Assistant Engineer Alphonse Oh	Other Direct Costs	Total Hours	Total Cost
	Description	Rate	\$315	\$145	\$125		
1	Project Mangement, Coordination and Meetings	4	4		\$120	8	\$1,960
	SCE Coordination		2	4	\$120		\$910
2	Data Collection and Field Review		8	8	\$120	16	\$2,280
3	Utility Coordination		4	8	\$120	12	\$1,700
4	Engineering Design and Plans	5	20	72		97	\$13,475
	Title Sheet; General Notes, Construction Notes, and Legend (1 Sheet)	1	2	8		11	\$1,605
	Traffic Signal Plan (1 Sheet)	2	12	40		54	\$7,370
	Signing and Striping Plan (1 Sheet)	1	4	16		21	\$2,895
	Detail Sheet: Video Detection and Controller Cabinet (1 Sheet)	1	2	8		11	\$1,605
5	Technical Specifications	2	8	16		26	\$3,790
6	Engineering Estimates	1	2	16		19	\$2,605
Total Hours		17	68	196		281	
Total Cost		\$ 5,355	\$ 9,860	\$ 24,500	\$480		\$26,720
Note: Other Direct Costs are for mileage and traffic counts.							
TOTAL FEE (Not-To-Exceed)						\$26,720	

OPTIONAL TASKS

7	Construction Support	16	8	16	\$250	40	\$8,450
8	Utility Potholing						
	5 Potholes				\$9,000		\$9,000
	Traffic Control Plans and Permits	2	8	24		34	\$4,790
9	Suervaying and Topographic Mapping				\$7,500		\$7,500
TOTAL FEE WITH OPTIONAL TASKS (Not-To-Exceed)						\$56,460	

As shown, compensation for our personnel directly engaged for the work outlined in **Exhibit A** will be **\$26,720 without the optional task; and \$56,460 with the optional task (construction support, utility potholing, and surveying and topographic mapping)**. We will not exceed the budgeted amount without your written authorization.

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

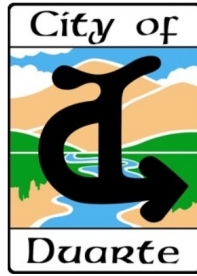
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

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

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

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



ITEM: 7.H

Biennial Review of the City's Conflict of Interest

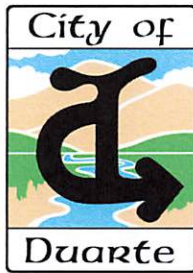
Recommended Action:

Adopt Resolution No. 24-14 amending the City's current Conflict of Interest Code.

Attachments:

[7.H - Staff Report - Biennial Review of the City's Conflict of Interest Code.pdf](#)

[7.H - Resolution No. 24-14.pdf](#)



Agenda Item: 7.H
CM Review: BCV
Fiscal Review: JP

AGENDA REPORT

MEETING DATE: September 24, 2024
TO: Mayor and Members of the City Council
FROM: Brian Villalobos, City Manager
BY: Annette Juarez, City Clerk
Thai Viet Phan, City Attorney
SUBJECT: Biennial Review of the City's Conflict of Interest Code
RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 24-14 amending the City's current Conflict of Interest Code.
FISCAL IMPACT: There is no fiscal impact associated with this Resolution.

BACKGROUND

The Political Reform Act (Act) requires that local government agencies adopt a Conflict of Interest Code (Code) designating those positions which must disclose private financial interests that may influence governmental decisions and which financial interests are to be disclosed. The Act further requires that local government agencies conduct a biennial review of its Code to determine whether an amendment to the designated positions or disclosure categories is required.

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

DISCUSSION/ANALYSIS

The Conflict of Interest Code was last amended in 2022. Staff has reviewed the Code and determined that there have been changes to the organizational structure and position responsibilities since the last review, deeming it necessary to update the list of designated positions and adopt an amended Code.

The following is a list of proposed revisions:

- Additions
 - Public Safety Manager
 - Recreation Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-14 amending the City's current Conflict of Interest Code.

FISCAL IMPACT

There is no fiscal impact associated with this Resolution.

ATTACHMENT

Resolution No. 24-14

RESOLUTION NO. 24-14

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council most recently adopted Resolution No. 22-34 on September 27, 2022, designating positions and the applicable disclosure categories; and

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

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

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

SECTION 2. Resolution No. 22-34 is hereby repealed and superseded by this Resolution No. 24-14.

SECTION 3. The City Council finds and determines that, pursuant to Section 2.44.030 of the Duarte Municipal Code, the persons holding the designated positions set forth in Appendix A of this Resolution No. 24-14 make or participate in the making of decisions which may foreseeably have a material effect on their financial interests and therefore must disclose such interested in accordance with the disclosure categories established in Appendix B of this Resolution No. 24-14.

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

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

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

SECTION 6. Appendix A of this Resolution No. 24-14 shall be the Appendix referred to in subdivision (b)(2) of Section 18730 of Title 2 of the California Code of Regulations.

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

PASSED, APPROVED, and ADOPTED this 24th day of September 2024.

Vinh Truong
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. 24-14 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of September 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk

Appendix A: Designated Positions

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

Appendix B: Disclosure Categories

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

Disclosure Category 1: Full Disclosure

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

Disclosure Category 2: Decision Making Authority Affecting Real Property

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

Disclosure Category 3: City-wide Purchasing Responsibilities

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

Disclosure Category 4: Department/Division Purchasing Responsibilities

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

Disclosure Category 5: Public Works/Construction Projects Responsibilities

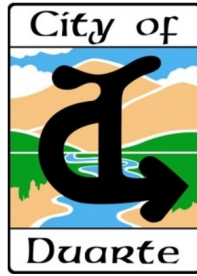
Persons in this category shall disclose all interests in and income from businesses engaged in construction, landscaping, street repair, traffic signal installation or modification or the supply of materials for any of the above.

Disclosure Category 6: Regulatory Power

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

Disclosure Category 7: Planning and Engineering

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



ITEM: 7.I

Second Reading and Adoption of Ordinance No. 923 amending the Duarte Municipal Code to change the beginning and ending dates of Commissioner terms

Recommended Action:

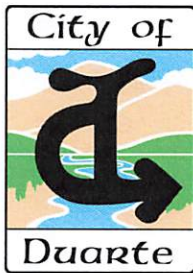
Adopt by second reading Ordinance No. 923.

Attachments:

[7.I - Staff Report - Second Reading and Adoption Ordinance No. 923.pdf](#)

[7.I - Ordinance No. 923.pdf](#)

[7.I - Exhibit A - Ordinance Amending Commissioner Terms.pdf](#)



AGENDA REPORT

MEETING DATE: September 24, 2024
TO: Mayor and Members of the City Council
FROM: Brian Villalobos, City Manager
BY: Annette Juarez, City Clerk
Thai Phan, City Attorney
SUBJECT: Second Reading and Adoption of Ordinance No. 923 amending the Duarte Municipal Code to change the beginning and ending dates of Commissioner terms
RECOMMENDATION: It is recommended that the City Council adopt by second reading Ordinance No. 923
FISCAL IMPACT: None

BACKGROUND

On December 13, 2022, the City Council adopted Ordinance No. 913 regarding the restructuring of City Commissions and amending term dates to coincide with election cycles. Currently, commissioners are appointed by the City Council, for four-year terms beginning in January of an odd-numbered year and ending on the fourth December of their term, which is an even-numbered year.

At its meeting on September 10, 2024, the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 923 will go into effect in thirty (30) days.

DISCUSSION/ANALYSIS

There are five commissions provided for in the DMC: (1) Planning and Economic Development; (2) Public Works and Traffic Safety; (3) Parks and Recreation; (4) Public Safety; and (5) Public Utilities, Communications, and Technology.

Staff is recommending that the terms of these commissioners be amended to begin on March 1 of odd-numbered years and end on February 28 on the fourth year. This amendment would provide Staff with greater flexibility in scheduling interviews with commission applicants, allow for new Councilmembers to take office and participate in the appointment process, and provide the opportunity for unsuccessful Council candidates to apply and be considered for a Commission seat.

With respect to the terms of **current commissioners**, the proposed amendments would have the following impact:

- The terms of the commissioners whose terms would end on December 31, 2024, would be extended to end on February 28, 2025;
- The terms of the commissioners whose terms would end on December 31, 2026, would be extended to end on February 28, 2027. This would ensure the application cycles and terms are consistent with an updated timeline;
- The terms of the commissioners appointed by the Duarte Unified District School Board for a one-year term, would be extended to end February 28, 2025.

Provided below is an overview of how the proposed amendments would impact the timing of the selection of commissioners with four-year terms and one-year terms. Each provides an example of current and proposed timeline

Impact on Four-Year Terms

Current Term Example

- Begins: January 1st of even years (e.g., January 1, 2022)
- Ends: The fourth December 31st from the beginning of the term (e.g., December 31, 2025)

4-Year Current Timeline Example

Date	Event
October – December 2024	Receive applications
November 2024	Council elections
January 2025	Interview and appoint commissioners/term begins
December 2028	End commission term

Potential Change:

- New Term Begins: March 1st of odd years (e.g., March 1, 2025)
- New Term Ends: The fourth February 28th from the beginning of the term (e.g., February 28, 2029)
 - Example New Term: March 1, 2025 – February 28, 2025

Thus, new Councilmembers may participate in the application review and appointment process in January immediately following the election and vote to appoint new commissioners in an upcoming February meeting.

4-Year Potential New Timeline Example

Date	Event
November 2024	Election
December 2024-January 2025	Receive applications
February 2025	Interview w/ new councilmembers and appoint commissioners
March 2025	Terms begin
February 2029	End commission terms

Impact on One-Year Terms

Current Term Example

- Begins: January 1st of each year (e.g., January 1, 2024)
- Ends: December 31st of the same year (e.g., December 31, 2024)

Potential Change

- New Term Begins: March 1st of each year (e.g., March 1, 2025)
- New Term Ends: February 28th of the following year (e.g., February 28, 2026)

RECOMMENDATION

It is recommended that the City Council adopt by second reading Ordinance No. 923.

FISCAL IMPACT

None

ATTACHMENT

Ordinance No. 923

ORDINANCE NO. 923

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING DUARTE MUNICIPAL CODE SECTIONS 2.20, 2.22, 2.24, 2.27, 2.28, 2.29, AND 2.30 REGARDING THE TERMS OF COMMISSIONERS

WHEREAS, the Duarte Municipal Code provides for the creation of the Planning Commission, Public Safety Commission, Parks and Recreation Commission, Economic Development Commission, Traffic Safety Commission, and Public Services Commission; and

WHEREAS, on December 13, 2022, the City Council of the City of Duarte adopted Ordinance No. 913 regarding the establishment of commissions; and

WHEREAS, amending commissioner term dates would allow for newly elected Councilmembers to participate in the appointment process.

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

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

SECTION 2. Duarte Municipal Code Sections 2.20, 2.22, 2.24, 2.27, 2.28, 2.29, and 2.30 are amended as demonstrated in Exhibit A, with strikeouts indicating deletions and underlined text indicating additions.

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

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

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 24th day of September, 2024.

Vinh Truong, 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. 923 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of September 2024, by the following vote:

AYES:
NOES:
ABSENT:

Annette Juarez
City Clerk

EXHIBIT A

Chapter 2.20 PLANNING AND ECONOMIC DEVELOPMENT COMMISSION

Sections:

2.20.010 Commission created.

A planning and economic development commission for the City is created, which shall be known as the Planning and Economic Development Commission of the City of Duarte.

2.20.020 Meetings—Regulations—Records.

The commission shall hold a regular meeting on the third Monday of each month at seven p.m. at the Duarte Community Center or such other location as may be permitted by law. If and as needed from time to time, the commission shall adjourn a regular meeting to a date and time certain, and on such specified date and time hold an adjourned regular meeting which, except as the planning commission may otherwise determine, shall be held on the first Monday of the following month at seven p.m. at the Duarte Community Center. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, decisions, findings, and determinations. Minutes of the commission meetings shall be maintained by the City staff person assigned by the City Manager as the staff liaison to the commission.

2.20.030 Duties and functions.

Pursuant to Government Code Section 65100, the City Council hereby assigns the functions of the planning agency to the commission. The commission shall carry out those duties and functions of a planning agency under state law, duties and functions as may be provided in Title 19 of this code and in Section 2.30.100 of this code. The commission shall provide advice and make recommendations to the City Council and staff on economic development matters and such other duties and functions as may be provided by ordinance, resolution, or direction of the Council, or by law.

2.20.040 Members and terms.

The commission consists of five members. Notwithstanding the fixed terms of office called for hereinafter, members of the commission shall serve at the pleasure of the City Council.

Commissioners shall be appointed for terms of four years commencing on March 1 of odd years and terminating on the fourth occurring February 28 thereafter.

Commissioners whose current, existing terms end on December 31, 2024, shall have their terms extended to terminate on February 28, 2025.

If the term of a commissioner commences after March 1, the term shall be adjusted to a lesser period of time such that the end of the term shall occur on the fourth occurring February 28 after the March 1 when the term normally would have commenced. Notwithstanding anything in this section to the contrary, the City Council may make appointments to the commission for terms of lesser periods of time than the terms otherwise applicable to a particular appointment.

Deleted: January 1

Deleted: December 31

Deleted: Planning Commissioners whose current, existing terms expire on December 31, 2024, shall continue to serve on this newly formed Planning and Economic Development Commission until their original term expires. After such time, those Planning Commissioners shall be subject to reappointment in a manner consistent with Section 2.30.070 of this code....

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2.20.050 Commissioner—Eligibility and qualifications.

To be eligible for appointment as a member of the commission, the candidate must meet all of the following requirements:

- (a) Be a resident of the City;
- (b) Have no felony convictions; and
- (c) File a City application, which shall include a written statement of not more than two hundred words describing background, qualifications, and objectives in serving as a member of the commission. A resume may supplement the written statement.

Chapter 2.22 PUBLIC SAFETY COMMISSION

Sections:

2.22.010 Commission created.

A public safety commission for the City is created, which shall be known as the Public Safety Commission of the City of Duarte.

2.22.020 Meetings—Regulations—Records.

The commission shall hold a regular meeting on the third Tuesday of each odd-numbered month at seven p.m. at the Duarte Community Center or such other location as may be permitted by law. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, decisions, findings, and determinations. Minutes of the commission meetings shall be maintained by the City staff person assigned by the City Manager as the staff liaison to the commission.

2.22.030 Duties and functions.

The commission shall act in an advisory capacity in formulating recommendations pertaining to law enforcement, crime prevention and control, code enforcement, animal control, and emergency preparedness, other duties and functions as may be provided in Section 2.30.100 of this code, and such other duties and functions as may be provided by ordinance, resolution, or direction of the Council, or by law. The commission shall have an advisory role only and shall have no authority to control, supervise, or direct any City staff or any law enforcement personnel.

2.22.040 Members and terms.

The commission consists of five members. Notwithstanding the fixed terms of office called for hereinafter, members of the commission shall serve at the pleasure of the City Council.

Commissioners shall be appointed for terms of four years commencing on March 1 of odd years and terminating on the fourth occurring February 28 thereafter.

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Commissioners whose current, existing terms end on December 31, 2024, shall have their terms extended to terminate on February 28, 2025.

If the term of a commissioner commences after March 1, the term shall be adjusted to a lesser period of time such that the end of the term shall occur on the fourth occurring February 28 after the March 1 when the term normally would have commenced. Notwithstanding anything in this section to the contrary, the City Council may make appointments to the commission for terms of lesser periods of time than the terms otherwise applicable to a particular appointment.

2.22.050 Commissioner—Eligibility and qualifications.

To be eligible for appointment as a member of the commission, the candidate must meet all of the following requirements:

(a) Of the five members:

- (1) Duarte Unified School District Representative: One member who shall not be required to be a resident of the City but shall be a candidate nominated or recommended by the board of Duarte Unified School District, or by the superintendent of the Duarte Unified School District if the board has delegated that authority to the superintendent.

- (2) Residents: The four remaining members shall be residents of the City unless otherwise stated in subsection (a)(2)(A).

(A) One member of the four required resident members described in subsection (a)(2) may be appointed from among the following candidates:

- (i) A person who is not required to be a resident of the City but is a business owner or operator in the City of Duarte that is nominated or recommended by the Duarte Chamber of Commerce;
- (ii) A person who is not a resident of the City but who is a resident of the portion of the unincorporated area adjacent to Duarte that is within the boundaries of the Duarte Unified School District;
- (iii) A person who is not a resident of the City but who is nominated by, and who shall serve as a representative of, the Monrovia-Arcadia-Duarte town Council;
- (iv) A person who is not a resident of the City but who is nominated by, and who shall serve as a representative of the office of the supervisor of the supervisorial district of Los Angeles County within which the majority of Duarte is located; or
- (v) A person who is not a resident of the City but who is nominated by, and who shall serve as a representative of, the Los Angeles County Human Relations Commission.

- (b) In addition to the requirements set forth in subsection (a) of this section, to be eligible for appointment as a member of the commission, the candidate must meet all of the following additional requirements:

- (1) Have no felony convictions; and

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- (2) File a City application, which shall include a written statement of not more than two hundred words describing background, qualifications, and objectives in serving as a member of the commission. A resume may supplement the written statement.

Chapter 2.24 PARKS AND RECREATION COMMISSION

Sections:

2.24.010 Commission created.

A parks and recreation commission for the City is created, which shall be known as the Parks and Recreation Commission of the City of Duarte.

2.24.020 Meetings—Regulations—Records.

The commission shall hold a regular meeting on the second Monday of each odd-numbered month at seven p.m. at the Duarte Community Center or such other location as may be permitted by law. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, decisions, findings, and determinations. Minutes of the commission meetings shall be maintained by the City staff person assigned by the City Manager as the staff liaison to the commission.

2.24.030 Duties and functions.

The duties and functions of the commission shall be to:

- (a) Act in an advisory capacity to the City Council and City Manager in all matters pertaining to parks, public recreation and other associated activities as prescribed by ordinances or resolutions of the City Council or other City Council action, and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming;
- (b) Formulate recommendations on recreation services for City Council adoption;
- (c) Advise the director of parks and recreation on problems of recreation areas, facilities, programs, and improved recreation services;
- (d) Aid in coordinating the creation of services with the programs of other governmental agencies and voluntary organizations;
- (e) Advise the director of parks and recreation on issues, programs, and facilities related to family fitness;
- (f) Receive input from a youth Council or committee if such is established from time to time by the City Council; and
- (g) Undertake such duties and functions as may be provided in Section 2.30.100 of this code, and such duties or functions as may be provided by ordinance, resolution, or direction of the City Council, or by law.

2.24.040 Members and terms.

The commission consists of five members. Notwithstanding the fixed terms of office called for hereinafter, members of the commission shall serve at the pleasure of the City Council.

Commissioners shall be appointed for terms of four years commencing on March 1 of odd years and terminating on the fourth occurring February 28 thereafter.

Commissioners whose current, existing terms end on December 31, 2024, shall have their terms extended to terminate on February 28, 2025.

If the term of a commissioner commences after March 1, the term shall be adjusted to a lesser period of time such that the end of the term shall occur on the fourth occurring February 28 after the March 1 when the term normally would have commenced. Notwithstanding anything in this section to the contrary, the City Council may make appointments to the commission for terms of lesser periods of time than the terms otherwise applicable to a particular appointment.

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2.24.050 Commissioner—Eligibility and qualifications.

To be eligible for appointment as a member of the commission, the candidate must meet all of the following requirements:

(a) Of the five members:

(1) Duarte Unified School District Representative: One member who shall not be required to be a resident of the City but shall be a candidate nominated or recommended by the board of Duarte Unified School District, or by the superintendent of the Duarte Unified School District if the board has delegated that authority to the superintendent.

(2) Residents: The four remaining members shall be residents of the City unless otherwise stated in subsection (a)(2)(A).

(A) One member of the four required resident members described in subsection (a)(2) may be a person who is a senior citizen who has been a user of one or more programs at the Duarte Senior Center but is not a resident of the City.

(b) In addition to the requirements set forth in subsection (a) of this section, to be eligible for appointment as a member of the commission, the candidate must meet all of the following additional requirements:

(1) Have no felony convictions; and

(2) File a City application, which shall include a written statement of not more than two hundred words describing background, qualifications, and objectives in serving as a member of the commission. A resume may supplement the written statement.

Chapter 2.28 PUBLIC WORKS AND TRAFFIC SAFETY COMMISSION

Sections:

2.28.010 Commission created.

A public works and traffic safety commission for the City is created, which shall be known as the Public Works Traffic Safety Commission of the City of Duarte.

2.28.020 Meetings—Regulations—Records.

The commission shall hold a regular meeting on the first Tuesday of each odd-numbered month at seven p.m. at the Duarte Community Center or such other location as may be permitted by law. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, decisions, findings, and determinations. Minutes of the commission meetings shall be maintained by the City staff person assigned by the City Manager as the staff liaison to the commission.

2.28.030 Duties and functions.

The duties and functions of the commission shall be to act in an advisory capacity to the City Council and City Manager with respect to matters affecting and relating to the following: traffic laws; parking regulations; speed regulations; stop signs; traffic control signals; traffic calming measures; pavement markings; warning signs; crosswalks; school crossings; traffic safety issues arising from physical hazards, attractive nuisances, and other physical conditions; review the annual Capital Improvement Program and provide recommendations to the City Council relating thereto; other traffic safety and traffic engineering issues as requested for commission study and report by the City Council or the City Manager; such duties and functions as may be provided in Section 2.30.100 of this code; and such other duties and functions as may be provided by ordinance, resolution, or direction of the Council, or by law.

2.28.040 Members and terms.

The commission consists of five members. Notwithstanding the fixed terms of office called for hereinafter, members of the commission shall serve at the pleasure of the City Council.

Commissioners shall be appointed for terms of four years commencing on March 1 of odd years and terminating on the fourth occurring February 28 thereafter.

Commissioners whose current, existing terms end on December 31, 2024, shall have their terms extended to terminate on February 28, 2025.

If the term of a commissioner commences after March 1, the term shall be adjusted to a lesser period of time such that the end of the term shall occur on the fourth occurring February 28 after the March 1 the commencement of the term normally would have commenced. Notwithstanding anything in this section to the contrary, the City Council may make appointments to the

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commission for terms of lesser periods of time than the terms otherwise applicable to a particular appointment.

2.28.050 Commissioner—Eligibility and qualifications.

To be eligible for appointment as a member of the commission, the candidate must meet all of the following requirements:

- (a) Be a resident of the City;
- (b) Have no felony convictions; and
- (c) File a City application, which shall include a written statement of not more than two hundred words describing background, qualifications, and objectives in serving as a member of the commission. A resume may supplement the written statement.

**Chapter 2.29 PUBLIC UTILITIES, COMMUNICATIONS, AND TECHNOLOGY
COMMISSION**

Sections:

2.29.010 Commission created.

A public utilities, communications, and technology commission for the City is created, which shall be known as the Public Utilities, Communications, and Technology Commission of the City of Duarte.

2.29.020 Meetings—Regulations—Records.

The commission shall hold a regular meeting on the second Wednesday of every odd-numbered month at seven p.m. at the Duarte Community Center or such other location as may be permitted by law. The commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, decisions, findings, and determinations. Minutes of the commission meetings shall be maintained by the City staff person assigned by the City Manager as the staff liaison to the commission.

2.29.030 Duties and functions.

The duties and functions of the commission shall be to act in an advisory capacity to the City Council and City Manager with respect to matters affecting and relating to the following: telecommunications; cable and satellite communications; public access channels; audio and video services; broadband and internet services and issues; refuse and trash collection; recycling programs; transit; environmental quality; public utility services within the City; green technologies and advancing the “greening of Duarte”; to serve as a hearing board for subscriber complaints; such duties and functions as may be provided in Section 2.30.100 of this code; and such other duties and functions as may be provided by ordinance, resolution, or direction of the Council, or by law.

2.29.040 Members and terms.

The commission consists of five members. Notwithstanding the fixed terms of office called for hereinafter, members of the commission shall serve at the pleasure of the City Council.

Commissioners shall be appointed for terms of four years commencing on March 1 of odd years and terminating on the fourth occurring February 28 thereafter.

Commissioners whose current, existing terms end on December 31, 2024, shall have their terms extended to terminate on February 28, 2025.

If the term of a commissioner commences after March 1, the term shall be adjusted to a lesser period of time such that the end of the term shall occur on the fourth occurring February 28 after the March 1 the commencement of the term normally would have commenced. Notwithstanding anything in this section to the contrary, the City Council may make appointments to the commission for terms of lesser periods of time than the terms otherwise applicable to a particular appointment.

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2.29.050 Commissioner—Eligibility and qualifications.

To be eligible for appointment as a member of the commission, the candidate must meet all of the following requirements:

- (a) Be a resident of the City;
- (b) Have no felony convictions; and
- (c) File a City application, which shall include a written statement of not more than two hundred words describing background, qualifications, and objectives in serving as a member of the commission. A resume may supplement the written statement.

Chapter 2.30 COMMISSIONS AND STANDING COMMITTEES GENERALLY

Sections:

2.30.010 Applicability.

The provisions of this chapter shall apply to the Planning and Economic Development Commission, Public Safety Commission, Parks and Recreation Commission, Public Works and Traffic Safety Commission, and Public Utilities, Communications and Technology Commission, and to all other commissions, standing committees, or bodies whose members are appointed by the City Council.

2.30.020 Quorum.

The quorum for meetings of any commission or committee shall be a majority of all of the members of the commission or committee.

2.30.030 Compliance with laws and regulations.

The commission or committee and its members shall comply with all applicable laws and regulations, including but not limited to California Government Code Section 54950 et seq. (also known as the Brown Act) and California Government Code Section 81000 et seq. (also known as the Political Reform Act), in carrying out its duties and functions. Members of the commission or committee shall comply with the provisions of Section 2.44.030 if and to the extent applicable.

2.30.040 Appropriation of funds.

The City Council shall provide the funds, equipment, and facilities necessary for the work of the commission or committee. Expenditures shall be within the amounts appropriated for the respective purpose by the City Council. Any gifts or contributions received by a commission, committee, or commission or committee program shall be deemed a gift or contribution received by the City and the expenditure of such shall be as directed by the City Council.

2.30.050 Compensation.

Members of the commission or committee may receive compensation for the attendance at each meeting if compensation and the amount thereof is set forth in a resolution of the City Council.

2.30.060 Vacancies.

If vacancies occur, other than by expiration of term, they shall be filled by appointment by the City Council for: (i) the unexpired portion of the term; or (ii) for such lesser period of time than the full unexpired portion of the term as the City Council may determine, and in such event the City Council may make one or more subsequent appointments for a period or periods not to cumulatively exceed the unexpired portion of the term defined in clause (i). Nothing in this code requires the City Council to fill any vacancy.

2.30.070 Appointments—Reappointments.

Members of the City Council may nominate one or more persons to be members of the commission or committee. Appointment and reappointment of commissioners or committee members shall be by majority vote of all of the members of the City Council. Reappointments of a member of the commission or committee for a subsequent term shall be subject to the same process as for appointments, and incumbent commissioners and committee members shall compete with new candidates. Nothing in this code requires the City Council to make any appointments to the commission or committee or to make any specific number of appointments.

2.30.080 Removal of members.

Any commissioner may be removed from the commission or committee at any time by a majority vote of all of the members of the City Council. In addition, and without limiting the authority of the City Council set forth in the preceding sentence, if a member of any commission or committee shall be absent from two consecutive meetings of said commission or committee, with or without cause or excuse, or if such member shall be absent from more than one-fourth of

the scheduled meetings of the commission or committee during any twelve-month period with or without cause or excuse, the City Council may determine whether the term of such commissioner or committee member shall be terminated and the office deemed vacant.

2.30.090 Officers.

The commission or committee shall elect a chairperson and vice-chairperson from among its members for one year terms.

2.30.100 Additional duties and functions.

In addition to the duties and functions specified in this chapter, the commission or committee shall perform such duties as may be specified by ordinance or resolution of the City Council, or by law. Further, the commission or committee shall study and report to the City Council, or such other commission or committee as may be directed by the City Council, upon any matter referred to it for action by the City Council or City Manager or the City staff person performing the function of liaison with the commission or committee. The commission or committee, through its staff liaison, shall keep the City Council advised of all matters pending, and shall furnish any specific information or reports or materials which the City Council may request, including, but not limited to, holding an annual forum with the City Council in which a representative from each commission or committee provides a report on accomplishments from the previous year.

Chapter 2.31 AD HOC COMMITTEES

Sections

2.31.010 Applicability.

The provisions of this chapter shall apply to the ad hoc committees established for a limited purpose as outlined by City Council action and whose members are appointed by the City Council.

2.31.020 Quorum.

The quorum for meetings of the ad hoc committee shall be a majority of all of the members of the ad hoc committee.

2.31.030 Compliance with laws and regulations.

The ad hoc committee and its members shall comply with all applicable laws and regulations in carrying out its duties and functions, including the provisions of Section 2.44.030 to the extent applicable.

2.31.040 Appropriation of funds.

The City Council shall provide the funds, equipment, and facilities necessary for the work of the ad hoc committee. The expenditures of the ad hoc committee shall be within the amounts appropriated for the respective purpose by the City Council. Any gifts or contributions received

by the ad hoc committee or for an ad hoc committee program shall be deemed a gift or contribution received by the City and the expenditure of such shall be as directed by the City Council.

2.31.050 Compensation.

Members of the ad hoc committee may receive compensation for the attendance at each meeting if compensation and the amount thereof is set forth in a resolution of the City Council.

2.31.060 Vacancies.

If vacancies occur, the City Council may make one or more subsequent appointments for a vacancy on an ad hoc committee. Nothing in this code requires the City Council to fill any vacancy.

2.31.070 Appointments—Reappointments.

Members of the City Council may nominate one or more persons to be members of the ad hoc committee. Appointment and reappointment of ad hoc committee members shall be by majority vote of all of the members of the City Council. An ad hoc committee shall consist of two current City Councilmembers and three current commissioners from any established commission.

2.31.080 Removal of members.

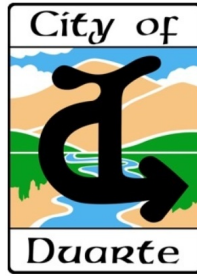
Any ad hoc committee member may be removed from the ad hoc committee at any time by a majority vote of all of the members of the City Council. In addition, and without limiting the authority of the City Council set forth in the preceding sentence, if a member of any ad hoc committee shall be absent from two consecutive meetings of said ad hoc committee, with or without cause or excuse, or if such member shall be absent from more than one-fourth of the scheduled meetings of the ad hoc committee during any twelve-month period with or without cause or excuse, the City Council may determine whether the term of such ad hoc committee member shall be terminated and the office of such committee member deemed vacant.

2.31.090 Officers.

The ad hoc committee shall elect a chairperson and vice-chairperson from among its members for the duration of the ad hoc committee.

2.31.100 Additional duties and functions.

In addition to the duties and functions specified in this chapter, the ad hoc committee shall perform such duties as may be specified by ordinance or resolution of the City Council, or by law. Further, the ad hoc committee shall study and report to the City Council, or such other commission or committee as may be directed by the City Council, upon any matter referred to it for action by the City Council or City Manager or the City staff person performing the function of liaison with the ad hoc committee. The ad hoc committee, through its staff liaison, shall keep the City Council advised of all matters pending, and shall furnish any specific information or reports or materials which the City Council may request. Ad hoc committees shall terminate once the purpose for which they were created has been accomplished.



ITEM: 7.J

Resolution in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act

Recommended Action:

Adopt Resolution No. 24-15, formally expressing the City's support for Proposition 36, the Homelessness, Drug Addition, and Theft Reduction Act.

Attachments:

[7.J - Staff Report - Resolution in Support of Proposition 36.pdf](#)

[7.J - Resolution No. 24-15.pdf](#)



AGENDA REPORT

MEETING DATE: September 24, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Albert Nuñez, Management Analyst

SUBJECT: Resolution in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act

RECOMMENDATION: It is recommended that the City Council adopt Resolution 24-15, formally expressing the City's support for Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act.

FISCAL IMPACT: No fiscal impact.

BACKGROUND

In 2014, California voters passed Proposition 47 (Prop 47) which sought to reduce certain non-violent felonies to misdemeanors, including retail theft under \$950 and drug possession offenses. While the initiative achieved success in making the criminal justice system more equitable, it has also led to unintended consequences over the past decade.

Proposition 36 (Prop 36) introduces targeted amendments to Prop 47, aiming to address issues such as the rise in organized retail crime, the fentanyl epidemic, and the cycle of repeat offenders. Key provisions of Prop 36 include:

- Allowing felony charges for drug possession and theft under \$950 with prior convictions.
- Defining fentanyl as a hard drug and increasing sentences for fentanyl trafficking.
- Providing behavioral health services and drug treatment within the justice system for individuals suffering from homelessness, mental illness, and substance abuse.

DISCUSSION/ANALYSIS

Addressing Unintended Consequences of Proposition 47

While Prop 47 has benefited many by reducing unnecessary incarceration, it has unintentionally contributed to increased retail theft and repeat offenses. Prop 36 seeks to restore a balanced approach by permitting felony charges for individuals with prior convictions for theft or drug possession, aiming to deter repeat offenders and address rising organized retail crime.

Expanding Behavioral Health Services

One of the prime components of Prop 36 is its focus on rehabilitation rather than solely punitive measures. The act promotes treatment for individuals struggling with substance abuse and mental health issues, allowing them to receive services that can help in breaking the cycle of addiction and homelessness. These services are designed to reduce the strain on local governments, social services, and public safety resources.

Increased Penalties for Drug Trafficking and Organized Theft

Prop 36 introduces tougher penalties for trafficking drugs such as fentanyl, which has had devastating effects in California. By defining fentanyl as a hard drug, the proposition allows for longer sentences and greater judicial discretion. Additionally, the act increases sentences for crimes committed by organized groups, such as smash-and-grab robberies that have harmed local businesses.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 24-15, formally expressing the City's support for Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Resolution No. 24-15

RESOLUTION NO. 24-15

A RESOLUTION OF THE CITY OF DUARTE IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

WHEREAS, while Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade; and

WHEREAS, Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment; and

WHEREAS, these unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities; and

WHEREAS, spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments; and

WHEREAS, cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers; and

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

WHEREAS, it's time for meaningful and tailored reforms to our justice system to ensure the safety of our communities.

NOW, THEREFORE, BE IT RESOLVED by the City of Duarte, that the City Council formally expresses support for Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

PASSED, APPROVED, AND ADOPTED this 24th day of September 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

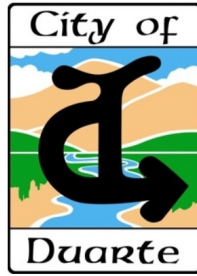
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Annette Juarez, City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution Number 24-15 was duly passed, approved, and adopted by the City Council of the City of Duarte at a regular meeting thereof, held on the 24th day of September 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:
ABSTAIN: Councilmembers:
ABSENT: Councilmembers:

Annette Juarez
City Clerk



ITEM: 7.K

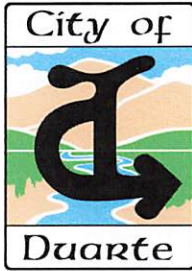
Approval of Ten Percent Contingency for Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation

Recommended Action:

1) Approve a ten percent contingency for the Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$45,814 for design services for the Duarte Fitness Center Pool Deck Renovation and 2) Approve a budget amendment of \$45,814 from the General Fund (100-1605-7965).

Attachments:

[7.K - Staff Report - Approval of 10% Contingency for PSA with Aquatic Design Group, Inc. for Design Services for Fitness Center Pool Deck Renovation.pdf](#)



AGENDA REPORT

MEETING DATE: September 24, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Approval of Ten Percent Contingency for Professional Services Agreement with Aquatic Design Group, Inc. for Design Services for the Fitness Center Pool Deck Renovation

RECOMMENDATION: It is recommended that the City Council 1) Approve a ten percent contingency for the Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$45,814 for design services for the Duarte Fitness Center Pool Deck Renovation and 2) Approve a budget amendment of \$45,814 from the General Fund (100-1605-7965).

FISCAL IMPACT: Budget amendment of \$45,814 from the General Fund (100-1605-7965).

BACKGROUND

On December 12, 2023, the City Council authorized the City Manager to execute a Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$458,140 for design services for the Duarte Fitness Center Pool Deck Renovation. The scope of the services includes the renovation design of the facility's existing aquatic amenities including decking, pools, equipment, locker rooms, and code related deficiencies.

DISCUSSION/ANALYSIS

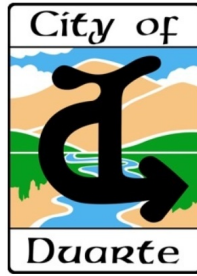
Staff forgot to include a contract contingency with this agreement. While we do not anticipate needing the entire amount, a contingency serves as a reasonable buffer for minor changes that are needed due to unanticipated site conditions and current code or ADA requirements. Moreover, this ensures that the City has a shovel ready infrastructure project that will compete for federal and/or state grant funding as it becomes available.

RECOMMENDATION

It is recommended that the City Council 1) Approve a ten percent contingency for the Professional Services Agreement with Aquatic Design Group, Inc. in the amount of \$45,814 for design services for the Duarte Fitness Center Pool Deck Renovation and 2) Approve a budget amendment of \$45,814 from the General Fund (100-1605-7965).

FISCAL IMPACT

Budget amendment of \$45,814 from the General Fund (100-1605-7965).



ITEM: 10.A

DuartEBus Memorandum of Understanding (MOU) - Extension

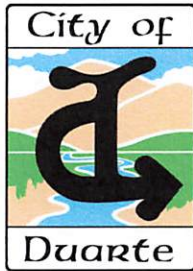
Recommended Action:

Authorize the City Manager to execute the three-year option on our MOU with Foothill Transit to continue the operation of the DuarteEbus fixed route service.

Attachments:

[10.A - Staff Report - DuartEBus MOU Extension.pdf](#)

[10.A - Attachment A - MOU Amendment with Foothill Transit.pdf](#)



AGENDA REPORT

MEETING DATE: September 24, 2024

TO: Mayor and Members of the City Council

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

SUBJECT: DuartEBus Memorandum of Understanding (MOU) - Extension

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the three-year option on our MOU with Foothill Transit to continue the operation of the DuarteEbus fixed route service

FISCAL IMPACT: There is no increase to costs as a result of this action. Approximately \$400,000 in Proposition A and C funds are included in the 2024/25 Budget for the operation of the DuarteEbus fixed route system.

BACKGROUND

In 2014 the City Council directed City staff to purchase electric transit buses and work with Foothill Transit to develop a partnership where Foothill Transit would contract to operate and maintain the vehicles. This innovative partnership was formalized through a Memorandum of Understanding ("MOU") that was approved by the City Council in 2017. The first of the two three-year options was executed in 2021, and the second three-year option is being recommended at this time.

DISCUSSION/ANALYSIS

Foothill Transit began operation of the DuarteEbus on our two fixed route transit lines in 2019. The three-year option on the DuarteEbus MOU with Foothill Transit can be exercised by mutual agreement of the City and Foothill Transit. Foothill Transit is scheduled to take the MOU option to their Executive Board meeting on September 27, 2024.

Several changes and adjustments have taken place with our DuarteEbus system over the last 6 years of operation. Most recently in June 2023, Council approved the consolidation of the two routes and the extension of line 272 to Mountain Vista Plaza. This aimed to eliminate stops where ridership was low or absent and focused on stops where the ridership was higher. The route change was implemented in November 2023 and based on the data from the last few months, ridership on the 861 is averaging 2,100 rides per month. The most popular stops continue to be the Mountain Vista Plaza, City of Hope Metro station, Highland/Huntington, and Mountain/Beckville, in that order. Given that we are providing over 25,000 rides per year, the fixed route system continues to provide a valuable resource of transportation to the community.

Last June, Council also directed staff to track the monthly savings related to the consolidation of the fixed routes and survey surrounding communities to understand the various “on demand” transit options. Since November, we are seeing an average savings of \$22,000 per month. If this continues, we project an annual savings of approximately \$250,000 per year. We also have met with surrounding cities and directly with micro transit providers to better understand how these local on demand transit operations are working and what they cost to run. We have determined that implementing even a limited hour “on demand” micro transit program in the City of Duarte would cost at least \$500,000 per year and a program that mirrors the hours of our fixed route would be twice that cost.

Clearly the annual savings that we are projecting cannot cover these costs on an ongoing basis and so staff recommends that we continue to track the savings and monitor the ridership of our fixed route and report back next year after we have a full 12 months of operating the new consolidated route to evaluate alternatives and options.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the three-year option on our MOU with Foothill Transit to continue the operation of the DuarteBus fixed route service.

FISCAL IMPACT

There is no increase to costs as a result of this action. Approximately \$400,000 in Proposition A and C funds are included in the 2024/25 Budget for the operation of the DuarteBus fixed route system.

ATTACHMENT

Attachment A

Amendment No. 2 to the Memorandum of Understanding

This Amendment No. 1 to the Memorandum of Understanding (MOU) is entered into as of _____, 2024 by and between Foothill Transit, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 and the City of Duarte (the “City”), a municipal corporation located in the State of California. Foothill Transit and the City are sometimes individually referred as a “Party” and collectively as the “Parties.”

Whereas, on October 31, 2017, the Parties entered into the MOU for Foothill Transit to provide new electric buses and transportation services within the City, including the joint financing, operating, and managing of transportation within the City;

Whereas, the base term of the MOU was four (4) years;

Whereas, Article 3 of the MOU provides for two (2) three (3)-year extensions of the MOU by mutual agreement of the Parties;

Whereas, the Parties desire to exercise the second three (3) year extension of the MOU.

Now therefore, the Parties agree as follows:

1. **MOU Extension.** Foothill Transit and the City hereby exercise the second three (3) year extension of the MOU. The MOU will now expire October 31, 2027, subject to any additional extension in accordance with the above-referenced MOU terms.
2. **Terms and Conditions.** Except as provided herein, all other terms and conditions of the MOU shall remain in full force and effect during the MOU extension period.

[signature page follows]

In Witness Whereof, the Parties have executed this MOU as of the date first written above.

FOOTHILL TRANSIT

CITY OF DUARTE

By: _____
Chief Executive Officer
Foothill Transit

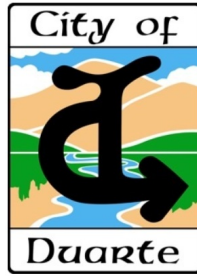
By: _____
Brian Villalobos
City Manager
City of Duarte

Approved as to Form:

Approved as to Form:

By: _____
G. Kent Woodman
Special Counsel

By: _____
Thai Phan
Rutan & Tucker



ITEM: 10.B

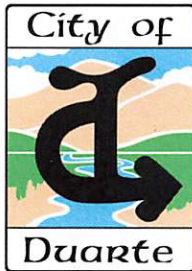
Consideration to Approve a Letter of Support for the California American Water Decoupling Proposal to the California Public Utilities Commission

Recommended Action:

Discuss a requested letter of support for California American Water to the California Public Utilities Commission to allow decoupling.

Attachments:

- [10.B - Staff Report - Consideration to Approve a Letter of Support for the California American Water Decoupling Proposal to the California Public Utilities Commission.pdf](#)
- [10.B - Attachment A. - CalAm Draft Letter of Support.pdf](#)



Agenda Item: 10.B

CM Review: SCV
Fiscal Review: JPO

AGENDA REPORT

MEETING DATE: September 24, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: Consideration to Approve a Letter of Support for the California American Water Decoupling Proposal to the California Public Utilities Commission

RECOMMENDATION: It is recommended that the City Council discuss a requested letter of support for California American Water to the California Public Utilities Commission to allow decoupling.

FISCAL IMPACT: No fiscal impact.

BACKGROUND AND ANALYSIS

California American Water's (CalAm) 2024-26 General Rate Case (GRC) is currently being reviewed and challenged by the California Public Utilities Commission (CPUC). Specifically, the CPUC has challenged CalAm's decoupling mechanism.

Decoupling is a revenue adjustment mechanism that separates a utility company's revenue from its sales. It does so by tracking the difference between the projected sales revenues authorized by the CPUC and actual revenues billed by a utility. If the Commission approved sales projection is more than actual revenues billed by a utility, the utility can surcharge customers to cover the difference. If the projected sales are less than actual sales, then the utility will credit the customer. The goal of this mechanism is to promote water conservation efforts since utility companies can promote low water usage without sacrificing the ability to cover high fixed costs.

During the 2024-26 GRC hearings, the Public Advocates Office report found that since introducing the mechanism, decoupling has made no significant impact on consumption and does not protect low-income customers. The subsequent recommendation was to remove full decoupling from the GRC.

CalAm requested a rehearing, claiming that the CPUC did not properly notify that removing decoupling was a hearing point of discussion, and did not give any indication from prior hearings that the CPUC was heading toward removing decoupling. In past hearings, the CPUC had voted to maintain decoupling. The rehearing request was ultimately denied, challenged, and taken to the California Supreme Court (Court). The Court concluded in July 2024 that the CPUC did not provide proper notice and therefore did not allow utility companies to present evidence in favor of decoupling.

CalAm has since requested a letter of support to allow full decoupling. The letter will be presented at the October 17 CPUC voting meeting.

Given the timing of the request, City staff was not able to conduct a comprehensive analysis regarding decoupling and its effects on consumption rates and low-income ratepayers. Deliberation regarding the effectiveness of decoupling is currently taking place between the CPUC and Utility Companies.

RECOMMENDATION

It is recommended that the City Council discuss a requested letter of support for California American Water to the California Public Utilities Commission to allow decoupling.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

Draft of Letter of Support



City of Duarte

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

September 24, 2024

California Public Utilities Commission
320 4th Street
Los Angeles, CA 90013

RE: Support for CalAm's Decoupling Proposal (A. 22-07-001)

Dear President Reynolds and Members of the California Public Utilities Commission,

On behalf of the City of Duarte, we urge you to amend proposed decision (A. 22-07-001) to allow California American Water (CalAm) to continue a full decoupling mechanism and associated conservation rate design. This critical water conservation tool for ratemaking is essential as California faces ever-increasing drought challenges due to climate change.

California's changing climate brings more frequent, persistent, and severe droughts. One of the challenges posed by calls for water conservation is that reduced sales can leave utilities without the resources needed to operate their water systems safely and reliably. However, full decoupling addresses this risk and is crucial for our overall drought response and water supply efforts.

Without decoupling, PUC-regulated water suppliers lack incentive to prioritize conservation. CalAm's proposal eliminates this disincentive by continuing decoupling, a recognized best practice. President Obama's Department of Energy confirmed decoupling's importance in ensuring utilities have the tools to reduce water consumption.[1]

Decoupling allows utilities to focus on conservation, efficiency, and critical infrastructure investments. It breaks the traditional model where profits depend on increasing sales. As the Regulatory Assistance Project explains, decoupling aligns utility incentives with societal interests in water conservation.[2]

The CPUC's pilot decoupling program for water utilities was successful. Since 2008, PUC-regulated utilities with decoupling have demonstrably saved more water than those without it and were twice as likely to meet state conservation standards.[3] Ending the pilot program necessitates full decoupling to prevent backsliding on conservation efforts.

[1] U.S. Department of Energy. (2015). Accelerate Energy Productivity 2030: A Strategic Roadmap for American Energy Innovation, Economic Growth, and Competitiveness. <https://www.energy2030.org/roadmap>.

[2] Regulatory Assistance Project. (2016). Revenue Regulation and Decoupling: A Guide to Theory and Application. Available at: <http://www.raponline.org/wp-content/uploads/2016/11/rap-revenue-regulation-decoupling-guide-second-printing-2016-november.pdf>.

[3] Teodoro, M., Zhang, Y., & Switzer, D. (2018). Political Decoupling: Private Implementation of Public Policy. *Policy Studies Journal* 48(2), 401-424. <https://doi.org/10.1111/psj.12287>.

[4] Alliance to Save Energy. (2022). Support letter for SB 1469.

[5] Chesnutt, Pekelney, Mitchell, (2022). "The Economic Value of Efficiency for California Water Service: Lower Water Bills." <https://www.calwater.com/docs/conservation/Economic-Value-of-Water-Efficiency-Lower-Water-Bills.pdf>.

[6] Southern Environmental Law Center (2015). A Troubling Trend in Rate Design: Proposed Rate Design Alternatives to Harmful Fixed Charges. https://www.southernenvironment.org/uploads/news-feed/A_Troubling_Trend_in_Rate_Design.pdf.

Decoupling also supports climate change goals. Pumping, treating, and transporting water consumes significant electricity. Every drop of water conserved saves energy. Organizations like the Alliance to Save Energy endorse decoupling as a tool to combat both drought and climate change.[4]

Furthermore, decoupling promotes water affordability. Studies show decoupling can significantly reduce water bills, especially for low-income customers.[5] Decoupling allows for equitable rates, where high-volume users pay more through progressive rate structures with lower fixed charges.[6]

Therefore, we respectfully request you modify the proposed decision to approve CalAm's decoupling proposal. Decoupling is vital for CalAm to meet state water use objectives, fight climate change, and ensure a sustainable water future for California.

Sincerely,

Vinh Truong
Mayor
City of Duarte

Cc: President Joaquin Esquivel, California State Water Resources Control Board
The Honorable Robert Rivas, California State Assembly
The Honorable Mike McGuire, California State Senate
The Honorable Cottie Petrie Norris, California State Assembly
The Honorable Steven Bradford, California State Senate
The Honorable Josh Becker, California State Senate
Ms. Ann Patterson
Ms. Dana Williamson
Mr. Grant Mack