

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: August 19, 2020
SUBJECT: Comments on Agenda Items, Meeting of August 25, 2020

ITEM 5.A. (Special Items). Mayor Robert Gonzales, Mayor of the City of Azusa, will provide an update on issues surrounding the Ranch 2 Fire.

ITEM 5.B. (Special Items). Sal Ramirez, Government Affairs Manager for Southern California Edison (SCE), will provide a presentation on SCE's efforts to manage both planned and unplanned power outages and to prepare for wildfires.

ITEM 5.C. (Special Items). Staff will provide a presentation on the City's homeless programs and strategies, and this will include discussion of the homeless services grants and associated agreement being considered by the City Council in Item 7.H. of the Consent Calendar.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council accept grants for homeless services and to approve a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG). The grants and related MOA create and/or enhance a range of homeless services and activities to be undertaken by the City, both individually and in partnership with the City of Irwindale.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council approve and authorize the execution of the FY 2020-21 Service Agreement with the Duarte Chamber of Commerce. Under the Agreement, the City will provide the Chamber with financial support in the amount of \$45,100 for FY 2020-21, which is unchanged from last year.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council approve and authorize the execution of a Sublease Agreement with the Duarte Chamber of Commerce. Under the Agreement, the Chamber will pay the City \$500 per month (\$6,000 for FY 2020-21) to sublease 1,674 square feet of office space located at 1735 Huntington Drive. This property, which serves as the Chamber's business office, is currently leased by the City for \$2,000 per month.

ITEM 9. (Business Item). Staff is recommending that the City Council authorize the City Manager to investigate the City's potential withdrawal from the Foothill Workforce Development Board, as well as alternative Workforce Development Board options.

Respectfully submitted,

Dr. Daniel Jordan
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – AUGUST 11, 2020

NOTE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically.

To follow the new Order issued by the Governor, the City Council meeting was closed to the public. Members of the public were able to participate on Zoom, and view/listen to the live City Council meeting broadcast on the City's website. Public comments were submitted electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the close of public comment. Emailed public comments were read into the record.

CALL TO ORDER

The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting by teleconference in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 7:01 p.m.

RECORDATION OF ATTENDANCE

The following were in attendance:

PRESENT: Fasana, Finlay (connected 7:05 p.m., disconnected 9:58 p.m.), Lewis, Paras-Caracci, Reilly, Urias, Kang

ABSENT: None

ADMINISTRATIVE STAFF PRESENT: City Manager
Jordan, City Attorney Cosgrove

ADOPTION OF AGENDA

Reilly moved, Fasana seconded to adopt the Agenda, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Fasana, Urias, Kang

NOT PRESENT FOR VOTE: Finlay

ANNOUNCEMENTS

Victoria Rocha presented community announcements including update on programs, election information, and blood drives.

ORAL COMMUNICATIONS

The following submitted emails about items not on the Agenda: Caroline Segura – Face masks, virus, fines.

SPECIAL ITEMS

Presentation – CalAm Water

Brian Barreto and Mike Phillips, CalAm Water, presented information about the Crownhaven Well, located at the southeast in-

Crownhaven Well	tersection of Huntington Drive and Las Lomas Road, discussed background, detection/notification of PFOA contaminant process, sampling results, next steps, operational changes, and monitoring, and answered questions from City Councilmembers.
Presentation – L.A. County Fire Fire season preparation	Assistant Fire Chief Mike Inman showed a PowerPoint about the 2020 fire season, including recent activity, crews, fire season outlook, plan/preparation for families, defensible space inspections, and compliance, and answered questions from City Councilmembers.
Presentation – SCAQMD Monitoring project	Sumner Wilson, SCAQMD, presented data from the air monitoring project located on Melcanyon Road, stated it has been monitoring PM10 since 2013, discussed daily average PM10 data and pollution directionality, and answered questions from City Councilmembers.
CONSENT CALENDAR	Fasana moved, Reilly seconded to adopt the Consent Calendar, as follows, and carried by the following Roll Call vote: Approve Items A, B, C, E, F, H, I. Receive and File Items D. Remove Item G. AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: None
Item E – RESOLUTION 20-24 Safe Clean Water Program	Council Bill 20-R-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ALLOCATING FUNDS FROM THE SAFE, CLEAN WATER PROGRAM, AND DOCUMENTING THE DETERMINATIONS REQUIRED BY THE COUNTY OF LOS ANGELES
Item F – RESOLUTION 20-26 Accepts CalVIP grant extension	Council Bill 20-R-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ACCEPTING THE CALIFORNIA VIOLENCE INTERVENTION PROGRAM (CalVIP) GRANT FUND EXTENSION WITH A NEW END DATE OF DECEMBER 15, 2021
ITEM REMOVED – Item G Council Bill 20-R-27 Ratification of 19 th Amendment	Council Bill 20-R-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE COMMEMORATING THE RATIFICATION OF THE NINETEENTH AMENDMENT The Council Bill was read in its entirety.
ITEM F – APPROVED RESOLUTION NO. 20-27	Reilly moved, Kang seconded to adopt Resolution No. 20-27, and carried by the following Roll Call vote: AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: None
COUNCIL BILL Council Bill 20-R-25 Vehicle Miles Traveled	Council Bill 20-R-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ADOPTING “VEHICLE MILES TRAVELED” THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION

IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Craig Hensley discussed the proposed resolution, and introduced Erik Ruehr, Fehr & Peers, who presented information about SB 743 implementation, the State mandate for vehicle miles traveled, CEQA guidelines, evaluating transportation impacts, intent and goals of SB 743, congestion management, current level of service methodology and changes, projects exempt and non-exempt from VMT analysis, mitigation strategies, and implementation decisions, and answered questions from Councilmembers.

RESOLUTION NO. 20-25

Fasana moved, Lewis seconded to adopt Resolution No. 20-25, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

BUSINESS ITEMS

Discussion/Direction – Renaming
Business Center Drive
(Tabled)

Fasana left the meeting. Hensley presented a staff report about the item.

There was discussion about the suggestion to rename Business Center Drive after Councilmember Fasana, as he served for 33 years and had announced he would not run for his Council seat. There was further discussion about delaying the discussion until after Mr. Fasana is no longer a sitting Councilmember.

It was determined that this item would be tabled until a future Council Meeting. Fasana returned to the meeting.

Discussion/Direction – Project
Timeline – Hawthorn Suites

Brian Villalobos presented a staff report about the item, stated although there is not a mutually agreed upon project timeline between the City and property owner, there is a proposed project timeline submitted by the General Contractor, and introduced David Khun, ARRIS Builders, who provided an update about the project, including assistance provided to the owner, proposed project timeline, and coordination of contractors during the stay-at-home orders, and answered questions from Councilmembers.

Reilly moved, Finlay seconded to accept the proposed project timeline submitted by ARRIS Builders, Inc., for the Hawthorn Suites by Wyndham project, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

ITEMS FROM CITY COUNCIL/
CITY MANAGER

COSGROVE: Stated the storm water litigation attorney fees were granted in the full amount for the value of legal services.

FINLAY: Stated she is pleased about the new signs in the neighborhoods for slowing down traffic, and thanked residents

8/11/20

and staff.

FASANA: Discussed delays at the Gold Line crossings when the gate arms are down, stated there is a Metro meeting later this month, and we may want to provide some comments.

REILLY: Thanked staff for their diligence at City Hall and in the field during the pandemic, she hopes the area near Valley View takes advantage of the slow streets program, she is thrilled about the attorney fees decision, the Touch-A-Truck parade was fun, stated many did not know about it and we need to get information to more residents, there is a lot of trash being dumped at Westminster Gardens, there is graffiti on some of the walls since the bushes were trimmed, inquired if we can have cameras put there (Villalobos responded), discussed the ratification of the 19th amendment, and stated justice was long and slow.

LEWIS: Thanked Public Safety for helping with some issues, asked if we can have a forum to talk or meet with Sheriff Villanueva, as some things are going on in other communities that indirectly affect us (Villalobos responded), and discussed a recent situation in Santa Clarita involving police and teens.

URIAS: Requested a report back from our Coordinator regarding our homeless outreach and program activities.

ADJOURNMENT

Reilly moved, Urias seconded to adjourn the meeting at 10:14 p.m. in memory of Lance Cpl. Guillermo S. Perez, Pfc. Bryan J. Baltierra, Lance Cpl. Marco A. Barranco, Cpl. Cesar A. Villanueva, U.S. Navy Hospitalman Christopher Gnem, Pfc. Evan A. Bath, Pfc. Jack Ryan Ostrovsky, Cpl. Wesley A. Rodd, Lance Cpl. Chase D. Sweetwood, and those who perished in the recent explosion disaster in Beirut.

Mayor Samuel Kang

City Clerk

MINUTES
CITY COUNCIL OF THE CITY OF DUARTE
SPECIAL MEETING – TUESDAY, AUGUST 18, 2020

NOTE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically. To follow the new Order issued by the Governor, the City Council meeting was closed to the public. Members of the public were able to view/listen to the live City Council meeting broadcast via Zoom, as well as participate. No public comments were received.

CALL TO ORDER

The City Council of the City of Duarte met in a special meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California, via Zoom. The meeting was called to order at 4:02 p.m.

**RECORDATION OF
ATTENDANCE**

The following were in attendance:

PRESENT: Fasana, Finlay (joined at 4:06 p.m.), Paras-Caracci,
Reilly, Lewis

ABSENT: Urias, Kang

ADMINISTRATIVE STAFF PRESENT: City Manager Jordan

**ADOPTION OF AGENDA
(Appointment of Chair)**

Reilly moved, Paras-Caracci seconded to adopt the Agenda, and to add the appointment of John Fasana as Chair for the purpose of conducting this meeting, as the need to take action arose after the posting of the Agenda, and carried by the following Roll Call vote:

AYES: Lewis, Reilly, Paras-Caracci, Fasana

ABSENT: Finlay, Urias, Kang

SPECIAL ITEMS
Council Bill 20-R-28
Appointments/Cancel Elections
District 2 and District 7

Fasana read by title Council Bill 20-R-28:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF MEMBER OF THE DUARTE CITY COUNCIL DISTRICT 2 AND FOR THE APPOINTMENT TO THE OFFICE OF MEMBER OF THE DUARTE CITY COUNCIL DISTRICT 7 THAT WERE TO BE ELECTED ON TUESDAY, NOVEMBER 3, 2020, AND CANCELLING THE ELECTIONS FOR DISTRICT 2 AND DISTRICT 7

RESOLUTION NO. 20-28

Finlay moved, Reilly seconded to adopt Resolution No. 20-28, and carried by the following Roll Call vote:

AYES: Lewis, Reilly, Paras-Caracci, Finlay, Fasana

NOES: None

ABSENT: Urias, Kang

Discussion – Cooling Center

City Manager Jordan discussed the situation regarding the extreme heat, and thanked Parks and Recreation Director Enriquez for arranging and setting up a cooling center today that is now open and consistent with all the COVID-19 protocols. Enriquez provided additional information about the cooling center at Royal Oaks Park Building, stated it will be open from noon to 6:00 p.m. through the duration of the week, the County has been advised, and staff will reassess if it is needed next week.

ADJOURNMENT

The meeting was adjourned at 4:17 p.m. to the Regular City Council Meeting, August 25, 2020.

Chair Pro Tem John Fasana

City Clerk



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Duarte Pk Bldg HVAC Service Call	400595		136.00
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service Cal	400733		88.00
Vendor 2061 - AIR-TRO INC Total:					224.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	City Hall Plumbing Repair	681370		670.00
Vendor 5561 - ALBERTOS PLUMBING Total:					670.00
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LAN	2632 Royal Oaks Landscape Plan Review	R85371		1,240.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					1,240.00
Vendor: 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER					
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	CalVIP CBO Youth Mentoring Srvcs 5/1/20 - 7/31/20	PGB013-04	201914-Other Expenses-Cal V	4,641.10
Vendor 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER Total:					4,641.10
Vendor: 5805 - BAY ALARM COMPANY					
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 9/1/20 - 12/1/20	17595261		189.00
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 9/1/20 - 12/1/20	17596066		191.01
Vendor 5805 - BAY ALARM COMPANY Total:					380.01
Vendor: 6187 - BLACK AND WHITE EMERGENCY VEHICLES LLC					
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle 23 Emergency Equipment Removal	3628		350.00
Vendor 6187 - BLACK AND WHITE EMERGENCY VEHICLES LLC Total:					350.00
Vendor: 5155 - BOYS & GIRLS CLUBS OF THE FOOTHILLS					
100-1205-7980	BOYS & GIRLS CLUBS OF THE F	CalVIP CBO Srvcs 2/1/20 - 2/29/20	232020	201914-Other Expenses-Cal V	5,177.53
Vendor 5155 - BOYS & GIRLS CLUBS OF THE FOOTHILLS Total:					5,177.53
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7965	BUCKNAM INFRASTRUCTURE	FY21 GIS System Services	352-03.10		842.50
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					842.50
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 7/2020	257593		5,730.00
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 7/2020	257598		4,664.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					10,394.00
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q1 2020	1/2020 - 3/2020		102.00
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q1 2020	1/2020 - 3/2020		-10.20
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q2 2020	4/2020 - 6/2020		1,443.00
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q2	4/2020 - 6/2020		-144.30
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					1,390.50
Vendor: 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY					
100-1820-7775	CALIFORNIA JOINT POWERS I	Property Insurance 7/1/2020 - 7/1/2021	PROP01933		69,820.00
Vendor 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Total:					69,820.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I	PS Copier Lease 8/1/20 - 8/31/20	21762091		402.41

Council Warrant Register By Vendor

Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7631	CANON FINANCIAL SERVICES I	PS Copier Maintenance 7/1/20 - 7/31/20	21762091		153.41
100-1825-7630	CANON FINANCIAL SERVICES I	CH (2)/SC/TC Copier Lease 8/1/20 - 8/31/20	21792954		875.51
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					1,431.33
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1815-8011	CANON SOLUTIONS AMERICA	Finance Dept Printer	163022346		982.30
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					982.30
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES	Building & Safety Services 7/2020	61343		17,627.93
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					17,627.93
Vendor: 6159 - CHINA PRIDE					
100-1605-7735	CHINA PRIDE	Youthworks Internship Progra	3/2020		100.00
Vendor 6159 - CHINA PRIDE Total:					100.00
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Mtg	8/17/2020		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4057112522		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4057766624		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Invoices	4058408969		34.50
100-1610-7652	CINTAS CORPORATION #693	Facility Maint Invoices/Logo Mats	4058408969		21.04
Vendor 5140 - CINTAS CORPORATION #693 Total:					125.54
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7712	CURO MANAGED PRINT PROD	Mask Enforcement Cards/Banners	4106	202024-Comm Information-C	1,045.20
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,045.20
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Fee Q1 2020	1/2020 - 3/2020		332.80
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q1 2020	1/2020 - 3/2020		-16.64
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Q2 202	4/2020 - 6/2020		9,703.60
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q2 2020	4/2020 - 6/2020		-485.18
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					9,534.58
Vendor: 4925 - DORREON JONES					
100-2026	DORREON JONES	Equipment Deposit Refund	8132020		25.00
Vendor 4925 - DORREON JONES Total:					25.00
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 8/2020	R85994	250004 - Property Rent - Next	1,710.90
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,710.90
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 & 28 Initial Reg/DMV Fee	FBN4008483		120.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease 7/24/20 - 7/31/20	FBN4008483		152.68
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease 710/20 - 7/31/20	FBN4008483		407.80
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease 8/1/20 - 8/31/20	FBN4008483		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lesae 8/1/20 - 8/31/20	FBN4008483		574.64
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,846.76
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	7-094-24853		19.01
Vendor 0087 - FEDEX Total:					19.01

Council Warrant Register By Vendor

Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4349 - FIDEL GARCIA					
100-4204	FIDEL GARCIA	Dog License Overpayment (DL29734)	R85876		35.00
Vendor T4349 - FIDEL GARCIA Total:					35.00
Vendor: 4039 - FSP DESIGNS					
100-1605-7735	FSP DESIGNS	Duarte Dance Uniforms	7288		701.76
Vendor 4039 - FSP DESIGNS Total:					701.76
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	141766		706.65
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	141826		392.16
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	141899		716.18
Vendor 4690 - FULLER ENGINEERING INC Total:					1,814.99
Vendor: 5517 - GEORGE K FARRA					
100-1405-7690	GEORGE K FARRA	Planning Commission Mtg	8/17/2020		50.00
Vendor 5517 - GEORGE K FARRA Total:					50.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 7/1/20 - 7/31/20	3770375814		1,080.00
Vendor 6181 - GOOGLE LLC Total:					1,080.00
Vendor: 5212 - IRWINDALE INDUSTRIAL CLINIC					
100-1810-7673	IRWINDALE INDUSTRIAL CLINI	DOT Physical 7/8/20	132424-983468		50.00
Vendor 5212 - IRWINDALE INDUSTRIAL CLINIC Total:					50.00
Vendor: T3763 - JAMIE KARG					
100-2126	JAMIE KARG	Const/Demo Refund Pmt #2020-074	R84059		1,200.00
100-5004	JAMIE KARG	Administrative Fee	R84059		-125.00
Vendor T3763 - JAMIE KARG Total:					1,075.00
Vendor: 4777 - KAREN WARNER ASSOCIATES INC					
100-1405-7965	KAREN WARNER ASSOCIATES I	Housing Element Consulting 7/2020	791	202028-Prof.Svc-Housing Ele	3,899.00
100-1405-7965	KAREN WARNER ASSOCIATES I	Housing Element Consulting 6/2020	791-63020	202028-Prof.Svc-Housing Ele	3,899.00
Vendor 4777 - KAREN WARNER ASSOCIATES INC Total:					7,798.00
Vendor: 4583 - KULLY SUPPLY INC					
100-1610-7618	KULLY SUPPLY INC	FC Drinking Fountain	523777		998.10
Vendor 4583 - KULLY SUPPLY INC Total:					998.10
Vendor: 2369 - LOS ANGELES COUNTY AUDITOR-CONTROLLER					
100-1025-7705	LOS ANGELES COUNTY AUDIT	LAFCO Fees FY21	7292020		677.26
Vendor 2369 - LOS ANGELES COUNTY AUDITOR-CONTROLLER Total:					677.26
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE	Chamber Lease 9/2020	1735-huntplaz-0920		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 6129 - MORNEAU SHEPELL LIMITED					
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 4/2020 - 6/2020	1228271		87.50
Vendor 6129 - MORNEAU SHEPELL LIMITED Total:					87.50
Vendor: 5845 - NEC FINANCIAL SERVICES LLC					
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 32 of 60	81920-32		1,340.10
Vendor 5845 - NEC FINANCIAL SERVICES LLC Total:					1,340.10
Vendor: 4083 - PAT'S TIRE SERVICE					
100-1410-7650	PAT'S TIRE SERVICE	Vehicle 10 Flat Tire Repair	43877		110.00
Vendor 4083 - PAT'S TIRE SERVICE Total:					110.00
Vendor: 5498 - PAULA WATSON-GARDNER					
100-1405-7690	PAULA WATSON-GARDNER	Planning Commisison Mtg	8/17/2020		50.00
Vendor 5498 - PAULA WATSON-GARDNER Total:					50.00

Council Warrant Register By Vendor

Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/City Yard Alarm Monitoring 9/1/20 - 9/30/20	1291101		87.56
Vendor 2466 - POST ALARM SYSTEMS Total:					87.56
Vendor: 5403 - PRONTO GYM SERVICES INC					
100-1610-7652	PRONTO GYM SERVICES INC	Fitness Ctr Equipment Maintenance	17459		283.75
Vendor 5403 - PRONTO GYM SERVICES INC Total:					283.75
Vendor: 4998 - RICOH USA INC					
100-1405-7613	RICOH USA INC	Lg Format Copier Maintenance 8/1/20 - 10/31/	5060121729		96.63
Vendor 4998 - RICOH USA INC Total:					96.63
Vendor: T4351 - RITA LUNA					
100-2026	RITA LUNA	Equipment Deposit Refund	817220		25.00
Vendor T4351 - RITA LUNA Total:					25.00
Vendor: 0288 - SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP					
100-1025-7700	SAN GABRIEL VALLEY ECONO	Membership 9/1/2020 - 8/31/2021	7251		2,625.00
Vendor 0288 - SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP Total:					2,625.00
Vendor: 5497 - SARA VASQUEZ					
100-1405-7690	SARA VASQUEZ	Planning Commission Mtg	8/17/2020		50.00
Vendor 5497 - SARA VASQUEZ Total:					50.00
Vendor: T4314 - SERGIO MENDEZ					
100-2120	SERGIO MENDEZ	Swimming Pool Deposit Refun	R65497		500.00
Vendor T4314 - SERGIO MENDEZ Total:					500.00
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1410-7630	SIMON EQUIPMENT RENTALS	Weed Mower Rental	117058		275.18
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					275.18
Vendor: 6190 - SKYLINE SAFETY AND SUPPLY					
100-1410-7980	SKYLINE SAFETY AND SUPPLY	Safety Gloves	5845		194.40
Vendor 6190 - SKYLINE SAFETY AND SUPPLY Total:					194.40
Vendor: 0209 - SMART & FINAL					
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	38974		4.70
100-1605-7733	SMART & FINAL	SC Food Bank Distribution Drinks	56097		54.47
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	026806		1.99
100-1605-7735	SMART & FINAL	TC Touch A Truck Supplies	027930		33.86
Vendor 0209 - SMART & FINAL Total:					95.02
Vendor: 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION					
100-1605-7741	SOUTHERN CALIFORNIA MUN	XC Participation	XC-2019-2		108.00
Vendor 2277 - SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FEDERATION Total:					108.00
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 7/2020	487620		278.00
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					278.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1825-7614	STAPLES ADVANTAGE	Thermometers	3452466530	202024- Office Supp-Coronav	115.73
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3452770459		15.82
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3452770460		83.78
100-1605-7614	STAPLES ADVANTAGE	Binder	3453214679		10.13
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3453281865		69.19
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3453332473		103.61
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3453332474		13.11
Vendor 2688 - STAPLES ADVANTAGE Total:					411.37
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Annual DFE Training	SA-2119		100.00
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 7/1/20	SA-2123		145.00

Council Warrant Register By Vendor

Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 7/28/20	SA-2694		145.00
Vendor 1610 - SUNWEST ENGINEERING Total:					390.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Revenue Tax 7/2020	8112020		2,331.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					2,331.50
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE	Citywide Graffiti Removal 7/2020	16406		1,221.70
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,221.70
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1610-7616	THE SAUCE CREATIVE SERVICE	Pool Deck Signs	4376		1,134.55
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					1,134.55
Vendor: T4350 - TRICOR CONTRACTORS					
100-2126	TRICOR CONTRACTORS	Const/Demo Deposit Refund (Pmt #2020-059)	R83875		30,000.00
100-5004	TRICOR CONTRACTORS	Administrative Fee	R83875		-125.00
Vendor T4350 - TRICOR CONTRACTORS Total:					29,875.00
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Mtg	8/17/2020		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 5483 - WALMART COMMUNITY/SYNCB					
100-1605-7735	WALMART COMMUNITY/SYN	TC Storage Bins	02815		52.13
Vendor 5483 - WALMART COMMUNITY/SYNCB Total:					52.13
Vendor: 6113 - WARDS SERVICE					
100-1205-7650	WARDS SERVICE	Vehicle 24 Fan Motor/Blades/Connector	80614		1,549.74
100-1205-7650	WARDS SERVICE	Vehicle 27 Window Wire Harness	80650		495.00
Vendor 6113 - WARDS SERVICE Total:					2,044.74
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-Teen Ctr 7/2020	8288936		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-Cmty Ctr 7/2020	8288937		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-City Hall 7/2020	8288938		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-FC/Pool 7/2020	8288939		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-Senior Ctr 7/2020	8288940		60.00
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					300.00
Fund 100 - GENERAL FUND Total:					189,525.43
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2225-8070	JCL TRAFFIC SERVICES	Slow Streets Program	105232		2,827.91
220-2225-8070	JCL TRAFFIC SERVICES	Slow Streets Program	105233		937.13
220-2210-7813	JCL TRAFFIC SERVICES	Street Name Signs	105234		310.79
220-2210-7813	JCL TRAFFIC SERVICES	Route 66 Signs	105235		652.68
220-2210-7813	JCL TRAFFIC SERVICES	4 Hour Parking Signs	105236		242.55
Vendor 3957 - JCL TRAFFIC SERVICES Total:					4,971.06
Fund 220 - GAS TAX FUN Total:					4,971.06
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 5166 - POOL & ELECTRICAL PRODUCTS INC					
240-2410-7888	POOL & ELECTRICAL PRODUC	Duarte Plaza Fountain Maintenance	21106471		93.70
Vendor 5166 - POOL & ELECTRICAL PRODUCTS INC Total:					93.70

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Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2420-7887	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Kendrick LLD	101717029-002		28.63
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs-Encanto Pa	101833925-001		139.48
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Credit/Return-Irrigation Repair (Bike Trail)	101836759-001		-17.40
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Medians	101833925-002		119.53
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Medians	102130866-001		234.81
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs-Encanto Par	102150271-001		157.98
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Encanto Park	102161912-001		25.40
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Inventory Supplies	102163648-001		139.75
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Citywide	102163648-002		197.80
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Encanto Park	102341961-001		26.80
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Citywide	102355202-001		96.17
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					1,148.95
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					1,242.65
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 5/2020	2002541		49.31
Vendor 0903 - CITY OF MONROVIA Total:					49.31
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	17th Installment of 3rd Bus 8/2020	F2802-0820		4,523.11
Vendor 3192 - FOOTHILL TRANSIT Total:					4,523.11
Vendor: 6129 - MORNEAU SHEPELL LIMITED					
440-4405-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 4/2020 - 6/2020	1228271		87.50
Vendor 6129 - MORNEAU SHEPELL LIMITED Total:					87.50
Fund 440 - PROPOSITION A TRANSIT FUND Total:					4,659.92
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	17th Installment of 3rd Bus 8/2020	F2802-0820		2,544.25
Vendor 3192 - FOOTHILL TRANSIT Total:					2,544.25
Fund 460 - PROPOSITION C TRANSIT FUND Total:					2,544.25
Fund: 680 - Duarte Housing Authority					
Vendor: 6175 - HARRIS & ASSOCIATES					
680-6805-7965	HARRIS & ASSOCIATES	SB 2 Grant Implementation Srvcs 6/28/20 - 7/25/20	45767	202029-Prof. Svc-Housing Reh	1,902.25
Vendor 6175 - HARRIS & ASSOCIATES Total:					1,902.25
Fund 680 - Duarte Housing Authority Total:					1,902.25
Grand Total:					204,845.56

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	189,525.43
220 - GAS TAX FUN	4,971.06
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,242.65
440 - PROPOSITION A TRANSIT FUND	4,659.92
460 - PROPOSITION C TRANSIT FUND	2,544.25
680 - Duarte Housing Authority	1,902.25
Grand Total:	204,845.56

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	185.91
100-1010-7670	Legal Notices	278.00
100-1015-7682	Labor Counsel Legal	10,394.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information	1,045.20
100-1020-7713	Historical Museum Bldg	380.01
100-1025-7700	SGV Econ Partnership	2,625.00
100-1025-7705	LAFCO Membership	677.26
100-1205-7650	Vehicle Maintenance	2,394.74
100-1205-7761	Parking Ticket Collect	2,331.50
100-1205-7980	Other Expenses	9,818.63
100-1405-7613	Duplications And Photos	96.63
100-1405-7614	Office Supplies	99.60
100-1405-7690	Planning Commission	250.00
100-1405-7800	Building Department Ser	17,627.93
100-1405-7965	Professional Services	8,640.50
100-1410-7630	Equipment Rentals	275.18
100-1410-7650	Vehicle Maintenance	110.00
100-1410-7656	Emergency Generator	390.00
100-1410-7814	Graffiti Removal	1,221.70
100-1410-7980	Other Expenses	194.40
100-1605-7614	Office Supplies	10.13
100-1605-7733	Senior Center	54.47
100-1605-7735	Teen Center	894.44
100-1605-7741	Sports/Playground Progr	108.00
100-1610-7616	Pool Supplies	1,134.55
100-1610-7617	Pool Chemicals	1,814.99
100-1610-7618	Building Supplies	998.10
100-1610-7636	Uniforms	104.50
100-1610-7652	Building Maint Services	1,586.35
100-1810-7673	Physical Exams	137.50
100-1815-7632	Software Maintenance	1,080.00
100-1815-7830	Telephones	1,340.10
100-1815-8011	Computer Equipment (C	982.30
100-1820-7775	Property Coverage	69,820.00
100-1825-7614	Office Supplies	115.73
100-1825-7626	Postage	19.01
100-1825-7630	Equipment Lease	1,277.92
100-1825-7631	Equipment Maintenance	153.41
100-1830-8100	Vehicle Replacement (Ca	1,846.76
100-2012	Green Building Fees Pay	1,545.00
100-2013	Strong Motions Fees Pay	10,036.40
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	500.00
100-2121	Pass Through Deposits	1,240.00
100-2126	Construction and Demol	31,200.00
100-4204	Animal Licenses	35.00

Account Summary

Account Number	Account Name	Payment Amount
100-4408	Property Rental	1,710.90
100-5004	Other Revenue	-906.32
220-2210-7813	Regulatory Signs	1,206.02
220-2225-8070	Street Improvements (C	3,765.04
240-2410-7662	Other Serv-Citywide	433.72
240-2410-7663	Other Serv-Medians	354.34
240-2410-7888	Repairs-Citywide	425.96
240-2420-7887	Repairs & Replacements	28.63
440-4405-7650	Vehicle Maintenance	49.31
440-4405-7673	Physical Exams	87.50
440-4405-8013	Vehicles (Capital)	4,523.11
460-4605-8013	Vehicles (Capital)	2,544.25
680-6805-7965	Professional Services	1,902.25
	Grand Total:	204,845.56

Project Account Summary

Project Account Key	Payment Amount
None	182,454.85
201914-Other Expenses-Cal VIP	9,818.63
202024- Office Supp-Coronavirus Response	115.73
202024-Comm Information-Coronavirus Response	1,045.20
202028-Prof.Svc-Housing Element - Karen Werner	7,798.00
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	1,902.25
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,710.90
	Grand Total:
	204,845.56



City of Duarte

Council Warrant Register By Account

By Fund

Payment Dates 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7741	SOUTHERN CALIFORNIA MUN	XC Participation	215397		108.00
100-1205-7980	BOYS & GIRLS CLUBS OF THE F	CalVIP CBO Svcs 2/1/20 - 2/29/20	627	201914-Other Expenses-Cal V	5,177.53
100-1605-7735	CHINA PRIDE	Youthworks Internship Progra	215390		100.00
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q1 2020	215366		102.00
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Fee Q1 2020	215371		332.80
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q1 2020	215371		-16.64
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q1 2020	215366		-10.20
100-2012	CALIFORNIA BUILDING STAND	Green Bldg Fees Q2 2020	215366		1,443.00
100-2013	DEPARTMENT OF CONSERVAT	Strong Motion (SMIP) Q2 202	215371		9,703.60
100-5004	CALIFORNIA BUILDING STAND	Local Gov't Retainer Q2	215366		-144.30
100-5004	DEPARTMENT OF CONSERVAT	Local Agency Fee Q2 2020	215371		-485.18
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	639		4.70
100-2121	ARMSTRONG & WALKER LAN	2632 Royal Oaks Landscape Plan Review	625		1,240.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	215376		706.65
100-1605-7733	SMART & FINAL	SC Food Bank Distribution Drinks	639		54.47
100-1610-7618	KULLY SUPPLY INC	FC Drinking Fountain	635		998.10
100-1605-7735	FSP DESIGNS	Duarte Dance Uniforms	632		701.76
100-1605-7735	WALMART COMMUNITY/SYN	TC Storage Bins	215403		52.13
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	215376		392.16
100-1410-7630	SIMON EQUIPMENT RENTALS	Weed Mower Rental	215394		275.18
100-1610-7652	AIR-TRO INC	Duarte Pk Bldg HVAC Service Call	215362		136.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	215369		35.00
100-4204	FIDEL GARCIA	Dog License Overpayment (DL29734)	215377		35.00
100-1410-7656	SUNWEST ENGINEERING	Annual DFE Training	641		100.00
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 7/1/20	641		145.00
100-1605-7735	SMART & FINAL	TC Cooking Class Supplies	639		1.99
100-1025-7705	LOS ANGELES COUNTY AUDIT	LAFCO Fees FY21	215383		677.26
100-1825-7614	STAPLES ADVANTAGE	Thermometers	640	202024- Office Supp-Coronav	115.73
100-1820-7775	CALIFORNIA JOINT POWERS I	Property Insurance 7/1/2020 - 7/1/2021	629		69,820.00
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 7/28/20	641		145.00
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 4/2020 - 6/2020	636		87.50
100-1810-7673	IRWINDALE INDUSTRIAL CLINI	DOT Physical 7/8/20	215378		50.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	640		15.82
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	640		83.78
100-1610-7652	AIR-TRO INC	Public Safety HVAC Service Cal	215362		88.00
100-1020-7712	CURO MANAGED PRINT PROD	Mask Enforcement Cards/Banners	215370	202024-Comm Information-C	1,045.20
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 7/2020	215398		278.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES	Building & Safety Services 7/2020	630		17,627.93
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-Teen Ctr 7/2020	215404		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Svcs-Cmtty Ctr 7/2020	215404		60.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Srvcs-City Hall 7/2020	215404		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Srvcs-FC/Pool 7/2020	215404		60.00
100-1610-7652	WESTERN EXTERMINATOR CO	Pest Control Srvcs-Senior Ctr 7/2020	215404		60.00
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	CalVIP CBO Youth Mentoring Srvcs 5/1/20 - 7/31/20	215364	201914-Other Expenses-Cal V	4,641.10
100-1605-7614	STAPLES ADVANTAGE	Binder	640		10.13
100-1405-7613	RICOH USA INC	Lg Format Copier Maintenance 8/1/20 - 10/31/	215392		96.63
100-1405-7965	KAREN WARNER ASSOCIATES I	Housing Element Consulting 7/2020	215381	202028-Prof.Svc-Housing Ele	3,899.00
100-1405-7965	KAREN WARNER ASSOCIATES I	Housing Element Consulting 6/2020	215381	202028-Prof.Svc-Housing Ele	3,899.00
100-1605-7735	SMART & FINAL	TC Touch A Truck Supplies	639		33.86
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	215376		716.18
100-1815-8011	CANON SOLUTIONS AMERICA	Finance Dept Printer	215368		982.30
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	640		69.19
100-1405-7965	BUCKNAM INFRASTRUCTURE	FY21 GIS System Services	215365		842.50
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	215369		35.00
100-1610-7616	THE SAUCE CREATIVE SERVICE	Pool Deck Signs	638		1,134.55
100-1610-7652	POST ALARM SYSTEMS	CH/City Yard Alarm Monitoring 9/1/20 - 9/30/20	637		87.56
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	640		103.61
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	640		13.11
100-1410-7650	PAT'S TIRE SERVICE	Vehicle 10 Flat Tire Repair	215388		110.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease 8/1/20 - 8/31/20	215373		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lesae 8/1/20 - 8/31/20	215373		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease 710/20 - 7/31/20	215373		407.80
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease 7/24/20 - 7/31/20	215373		152.68
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 & 28 Initial Reg/DMV Fee	215373		120.00
100-2126	TRICOR CONTRACTORS	Const/Demo Deposit Refund (Pmt #2020-059)	215401		30,000.00
100-5004	TRICOR CONTRACTORS	Administrative Fee	215401		-125.00
100-2126	JAMIE KARG	Const/Demo Refund Pmt #2020-074	215382		1,200.00
100-5004	JAMIE KARG	Administrative Fee	215382		-125.00
100-1205-7650	WARDS SERVICE	Vehicle 24 Fan Motor/Blades/Connector	642		1,549.74
100-1410-7814	SUPERIOR PROPERTY SERVICE	Citywide Graffiti Removal 7/2020	215400		1,221.70
100-1610-7652	ALBERTOS PLUMBING	City Hall Plumbing Repair	215363		670.00
100-1205-7650	BLACK AND WHITE EMERGEN	Vehicle 23 Emergency Equipment Removal	626		350.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Invoices	215369		34.50
100-1610-7652	CINTAS CORPORATION #693	Facility Maint Invoices/Logo Mats	215369		21.04
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Revenue Tax 7/2020	215399		2,331.50
100-4408	DUARTE UNIFIED SCHOOL DIS	Nextel Lease 8/2020	215372	250004 - Property Rent - Next	1,710.90
100-1205-7650	WARDS SERVICE	Vehicle 27 Window Wire Harness	642		495.00
100-1610-7652	PRONTO GYM SERVICES INC	Fitness Ctr Equipment Maintenance	215391		283.75
100-1825-7630	CANON FINANCIAL SERVICES I	PS Copier Lease 8/1/20 - 8/31/20	215367		402.41
100-1825-7631	CANON FINANCIAL SERVICES I	PS Copier Maintenance 7/1/20 - 7/31/20	215367		153.41

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Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7630	CANON FINANCIAL SERVICES I	CH (2)/SC/TC Copier Lease 8/1/20 - 8/31/20	215367		875.51
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 7/1/20 - 7/31/20	EFT101410		1,080.00
100-1410-7980	SKYLINE SAFETY AND SUPPLY	Safety Gloves	215396		194.40
100-2026	DORREON JONES	Equipment Deposit Refund	215380		25.00
100-1825-7626	FEDEX	Document Delivery	215375		19.01
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 9/1/20 - 12/1/20	EFT10200		189.00
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 9/1/20 - 12/1/20	EFT10199		191.01
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 7/2020	628		5,730.00
100-1015-7682	BURKE, WILLIAMS & SORENSE	Labor Legal 7/2020	628		4,664.00
100-2026	RITA LUNA	Equipment Deposit Refund	215385		25.00
100-2120	SERGIO MENDEZ	Swimming Pool Deposit Refun	215386		500.00
100-1020-7710	LUDECKE PROPERTY MANAGE	Chamber Lease 9/2020	215384		1,600.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Mtg	634		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Mtg	215405		50.00
100-1405-7690	SARA VASQUEZ	Planning Commission Mtg	215402		50.00
100-1405-7690	GEORGE K FARRA	Planning Commission Mtg	215374		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commisison Mtg	643		50.00
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 32 of 60	EFT10235		1,340.10
100-1025-7700	SAN GABRIEL VALLEY ECONO	Membership 9/1/2020 - 8/31/2021	215393		2,625.00
Fund 100 - GENERAL FUND Total:					189,525.43
Fund: 220 - GAS TAX FUN					
220-2225-8070	JCL TRAFFIC SERVICES	Slow Streets Program	215379		2,827.91
220-2225-8070	JCL TRAFFIC SERVICES	Slow Streets Program	215379		937.13
220-2210-7813	JCL TRAFFIC SERVICES	Street Name Signs	215379		310.79
220-2210-7813	JCL TRAFFIC SERVICES	Route 66 Signs	215379		652.68
220-2210-7813	JCL TRAFFIC SERVICES	4 Hour Parking Signs	215379		242.55
Fund 220 - GAS TAX FUN Total:					4,971.06
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2420-7887	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Kendrick LLD	215395		28.63
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs-Encanto Pa	215395		139.48
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Credit/Return-Irrigation Repair (Bike Trail)	215395		-17.40
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Medians	215395		119.53
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Medians	215395		234.81
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs-Encanto Par	215395		157.98
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Encanto Park	215395		25.40
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Inventory Supplies	215395		139.75
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Citywide	215395		197.80
240-2410-7888	SITEONE LANDSCAPE SUPPLY	Irrigation Repair-Encanto Park	215395		26.80
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Supplies-Citywide	215395		96.17
240-2410-7888	POOL & ELECTRICAL PRODUC	Duarte Plaza Fountain Maintenance	215389		93.70
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					1,242.65
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	CITY OF MONROVIA	Fuel-Transportation Dept 5/2020	215387		49.31
440-4405-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 4/2020 - 6/2020	636		87.50
440-4405-8013	FOOTHILL TRANSIT	17th Installment of 3rd Bus 8/2020	631		4,523.11
Fund 440 - PROPOSITION A TRANSIT FUND Total:					4,659.92

Council Warrant Register By Account

Payment Dates: 8/13/2020 - 8/26/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	17th Installment of 3rd Bus 8/2020	631		2,544.25
Fund 460 - PROPOSITION C TRANSIT FUND Total:					2,544.25
Fund: 680 - Duarte Housing Authority					
680-6805-7965	HARRIS & ASSOCIATES	SB 2 Grant Implementation Srvcs 6/28/20 - 7/25/20	633	202029-Prof. Svc-Housing Reh	1,902.25
Fund 680 - Duarte Housing Authority Total:					1,902.25
Grand Total:					204,845.56

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	189,525.43
220 - GAS TAX FUN	4,971.06
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,242.65
440 - PROPOSITION A TRANSIT FUND	4,659.92
460 - PROPOSITION C TRANSIT FUND	2,544.25
680 - Duarte Housing Authority	1,902.25
Grand Total:	204,845.56

Account Summary

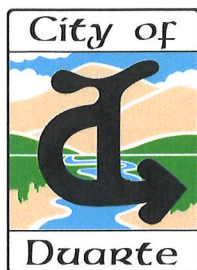
Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	185.91
100-1010-7670	Legal Notices	278.00
100-1015-7682	Labor Counsel Legal	10,394.00
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information	1,045.20
100-1020-7713	Historical Museum Bldg	380.01
100-1025-7700	SGV Econ Partnership	2,625.00
100-1025-7705	LAFCO Membership	677.26
100-1205-7650	Vehicle Maintenance	2,394.74
100-1205-7761	Parking Ticket Collect	2,331.50
100-1205-7980	Other Expenses	9,818.63
100-1405-7613	Duplications And Photos	96.63
100-1405-7614	Office Supplies	99.60
100-1405-7690	Planning Commission	250.00
100-1405-7800	Building Department Ser	17,627.93
100-1405-7965	Professional Services	8,640.50
100-1410-7630	Equipment Rentals	275.18
100-1410-7650	Vehicle Maintenance	110.00
100-1410-7656	Emergency Generator	390.00
100-1410-7814	Graffiti Removal	1,221.70
100-1410-7980	Other Expenses	194.40
100-1605-7614	Office Supplies	10.13
100-1605-7733	Senior Center	54.47
100-1605-7735	Teen Center	894.44
100-1605-7741	Sports/Playground Progr	108.00
100-1610-7616	Pool Supplies	1,134.55
100-1610-7617	Pool Chemicals	1,814.99
100-1610-7618	Building Supplies	998.10
100-1610-7636	Uniforms	104.50
100-1610-7652	Building Maint Services	1,586.35
100-1810-7673	Physical Exams	137.50
100-1815-7632	Software Maintenance	1,080.00
100-1815-7830	Telephones	1,340.10
100-1815-8011	Computer Equipment (C	982.30
100-1820-7775	Property Coverage	69,820.00
100-1825-7614	Office Supplies	115.73
100-1825-7626	Postage	19.01
100-1825-7630	Equipment Lease	1,277.92
100-1825-7631	Equipment Maintenance	153.41
100-1830-8100	Vehicle Replacement (Ca	1,846.76
100-2012	Green Building Fees Pay	1,545.00
100-2013	Strong Motions Fees Pay	10,036.40
100-2026	EE Equipment Deposit	50.00
100-2120	Refundable Deposits	500.00
100-2121	Pass Through Deposits	1,240.00
100-2126	Construction and Demol	31,200.00
100-4204	Animal Licenses	35.00

Account Summary

Account Number	Account Name	Payment Amount
100-4408	Property Rental	1,710.90
100-5004	Other Revenue	-906.32
220-2210-7813	Regulatory Signs	1,206.02
220-2225-8070	Street Improvements (C	3,765.04
240-2410-7662	Other Serv-Citywide	433.72
240-2410-7663	Other Serv-Medians	354.34
240-2410-7888	Repairs-Citywide	425.96
240-2420-7887	Repairs & Replacements	28.63
440-4405-7650	Vehicle Maintenance	49.31
440-4405-7673	Physical Exams	87.50
440-4405-8013	Vehicles (Capital)	4,523.11
460-4605-8013	Vehicles (Capital)	2,544.25
680-6805-7965	Professional Services	1,902.25
Grand Total:		204,845.56

Project Account Summary

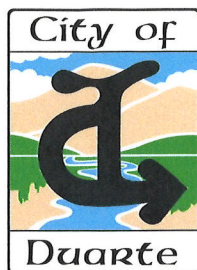
Project Account Key	Payment Amount
None	182,454.85
201914-Other Expenses-Cal VIP	9,818.63
202024- Office Supp-Coronavirus Response	115.73
202024-Comm Information-Coronavirus Response	1,045.20
202028-Prof.Svc-Housing Element - Karen Werner	7,798.00
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	1,902.25
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,710.90
Grand Total:	204,845.56



**PUBLIC SAFETY
STATUS REPORT
August 2020**



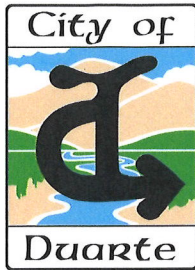
PROJECT/PROGRAM		STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>		
1. Part 1 Crimes	Part 1 Crime is down 1.2% year to date	
2. Crime Trends	Auto theft continues to remain a problem in the City and throughout the County	
<u>MEASURE H and OUTREACH COORDINATION</u>		
1. Five Cities Grant	The City of Duarte was assigned a case manager in April from Union Station. The case manager has been working from home and visiting Duarte locations twice a week. She has been working out of the Duarte Park Recreation Center. She continues to work daily with our Outreach Coordinator to provide services to the homeless. Three people have been housed to date.	
2. Outreach Coordinator	The Outreach Coordinator makes a daily (Monday through Friday) sweep through the entire City and checks the parks twice daily in an effort to conduct daily outreach to the homeless. In addition, he responds to all calls for service from residents, businesses, and staff. He is in daily contact with the Union Station Case Manager.	
<u>CODE ENFORCEMENT</u>		
1. Shopping Carts	Ordinance No. 20-O-06 goes into effect August 28th	
2. Short Term Rentals	Staff will be bringing an ordinance back to the City Council at the October 13th City Council meeting	
<u>EMERGENCY PREPAREDNESS</u>		
1. Emergency Operations Center	The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations and the Ranch2 Fire. The Ranch2 Fire operations are expected to last an additional 7-10 days. As of now, there is no end date for COVID – 19 operations.	
2. Wildland Fire Camera	Staff is close to coming to an agreement to install a camera on the roof of the Santa Teresita Medical Office Building in order to monitor the foothills for wildland fires	



COMMUNITY DEVELOPMENT STATUS REPORT AUGUST 2020

PROJECT/PROGRAM	STATUS
<u>IN PROCESS</u>	
Slow Streets Program	First round of sign installation done. Weekly installs planned.
New Historic Route 66 Signs	Stencils to be repainted in the next two weeks and “Historic Route 66” signs to be installed along Huntington Drive in both directions thru the city.
Housing Element	Signed contract with Karen Warner Associates to prepare the 2021-2029 Housing Element. The project will start with data collection. Public outreach is scheduled for Fall 2020.
Acquisition and Rehab Program	Signed contract with Harris & Associates to develop an acquisition and rehab program to encourage rehab of existing apartment complexes citywide with increased affordability. Funded by a State SB 2 Grant.
Winsor Circle	SoCal Gas installing new gas lines in neighborhood. In process.
<u>DEVELOPMENT</u>	
New Hope Village	New 150 room hotel. Permits were issued in early June. Framing in process. Winter 2021 completion expected.
Esperanza at Duarte Station 1700 Business Center Dr.	Former Woodward building has been demolished. MBK submitted for building plan check on the 344 unit project. October start work is expected. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.	MBK, developer of Building A has recently purchased this property. The 292 unit building will be a second phase scheduled for 2022.
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. In construction. Framing in process now. Summer 2021 completion expected.
City of Hope	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces) construction to begin in September; Radial Imaging Center (9,000 s.f. building, in construction); infrastructure improvements, including three new traffic lights Summer 2020, Circle Rd. and Duarte Rd. first intersection; Medical Office Building completed recently completed; Duarte Outpatient Clinic (DOC), an upcoming 8 story, 350,000 square foot building approval process Fall 2020; and several other upcoming projects.

PROJECT/PROGRAM	STATUS
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. Demo planned for September 2020. Staff has met with new Architect on working drawings. Continuing to encourage progress.
Verizon Cell Tower Construction 2701 Royal Oaks Drive	In construction. Spring 2021 completion expected.
New Commercial Building 2137 Huntington	Ready for permits. Owners in the process of hiring a general contractor. This will be a commercial building, Bright Smile Dental and retail space.
<u>PUBLIC WORKS</u>	
Town Center Sidewalk and Lighting Improvements	In design phase.
City Hall Courtyard Design	Draft engineer's plans completed.
Central – 210 Traffic Signal	In process, Late Summer/Early Fall 2020 construction, most likely. Paid for by Caltrans.
SCE Steel Pole Replacement	SCE is replacing all SCE owned, metal, street lights. Project recently completed. Anticipating the Citywide LED lighting project, these lights will be LED at no additional cost to the City.
SCE Citywide LED Light Conversion	Recently completed. SCE replaced all SCE owned lights with LED fixtures.
Frontier Communications	Moving utility box on Mountain & Euclid. To allow new crosswalk installation. Utility box work scheduled for early September.
<u>Climatec</u>	
Solar Panels Solar Thermal HVAC Irrigation Controls LED Lighting Building Controls Building Lighting	Completed. Completed. Completed. 90% complete. Installation to begin in September. Completed. Completed.



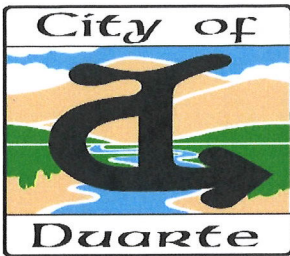
PARKS AND RECREATION STATUS REPORT August 2020

PROJECT/PROGRAM		STATUS
<u>PARKS AND TRAILS</u>		
Playgrounds and Outdoor Exercise Equipment Still Closed	Although Duarte Parks remain open for passive use, and tennis and pickleball courts have reopened for one on one play, we want to remind the community that all park playgrounds and outdoor exercise equipment is still closed for public use in accordance with the Health Officer's Order. We appreciate the public's continued cooperation and help to mitigate the spread of COVID-19 in our community.	
<u>YOUTH AND SENIOR PROGRAMS</u>		
Fall Recreation Classes	Registration for the Department's fall recreational classes will begin on the City's website starting September 14 th . With the exception of golf and tennis instruction, all classes for youth through seniors will continue to be facilitated virtually. To view the full list of this upcoming season's recreational offerings, please visit accessduarte.com and then click on the Department's webpage.	
Mayor's Youth Council Recruitment	The Mayor's Youth Council will be recruiting for this academic year's program starting September 21st - 25th. The program is open to City of Duarte high school students and aims to promote civic engagement and inspire the next generation of civic leaders. Applications are available online for download on the Teen Center's webpage at accessduarte.com , and also contains submission instructions. Virtual interviews are anticipated to be conducted on October 6th.	
Virtual Fun and Games for Seniors	Starting in September, join the Duarte Senior Center on the second and fourth Tuesday of each month from 10:00 a.m. - 12:00 p.m. for its new free and virtual "Fun and Games" series. The fun will include games such as Jeopardy, Wheel of Fortune and Trivia. For additional information or to register, please contact the Senior Center at (626) 357-3513.	
<u>CITY FACILITIES</u>		
Duarte Pool Open	While the Fitness Center remains closed due to the current Health Order in place, the Duarte Pool is open for Lap Swim seven days a week. In effort to support a safe and clean environment for both members and staff, everyone is being asked to: stay home if they are feeling sick, wear a face covering correctly when not in the water, leave six feet of space between themselves and others, wear their bathing suit to and from their home, and bring exact cash payment. Detailed schedule can be found at accessduarte.com/aquatics .	

SPECIAL EVENTS

Virtual Duarte Family Feud Fun

Come play the Feud with us virtually! The second annual Duarte Family Feud Fun event will take place this year on **Saturday, October 10th from 9:00 a.m. to 3:00 p.m.** Similar to the television version, two families will face off and be asked survey questions for points. After all the teams have played in a single elimination round, the brackets will determine the final four teams that will compete for the championship! Cash prizes will be awarded to the top 4 teams: 1st Place \$500, 2nd Place \$400, 3rd Place \$300, plus family fun pack raffles for all participating teams. Space is limited, so sign up today at the [accessduarte.com/Department's Special Event](https://accessduarte.com/Department's%20Special%20Event) webpage.



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended July 31, 2020
(8.3% of FY 2020-21 Completed)**

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Treasury Report

Monthly Activity and Balances

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Cash Balance by Fund

3

Budget-to-Actual Report

General Fund Revenue Dashboard

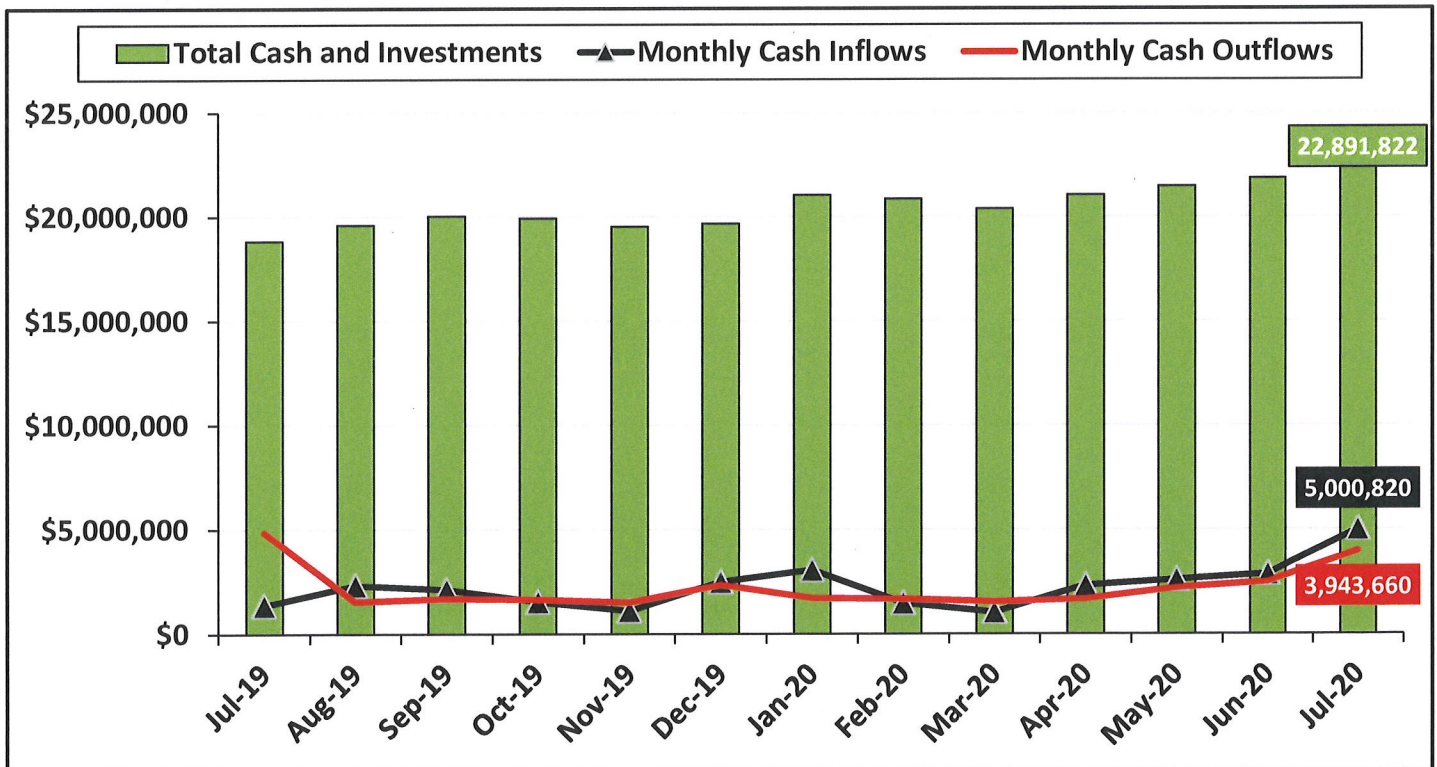
4-6

General Fund Expenditure Dashboard

7-10

CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended July 31, 2020

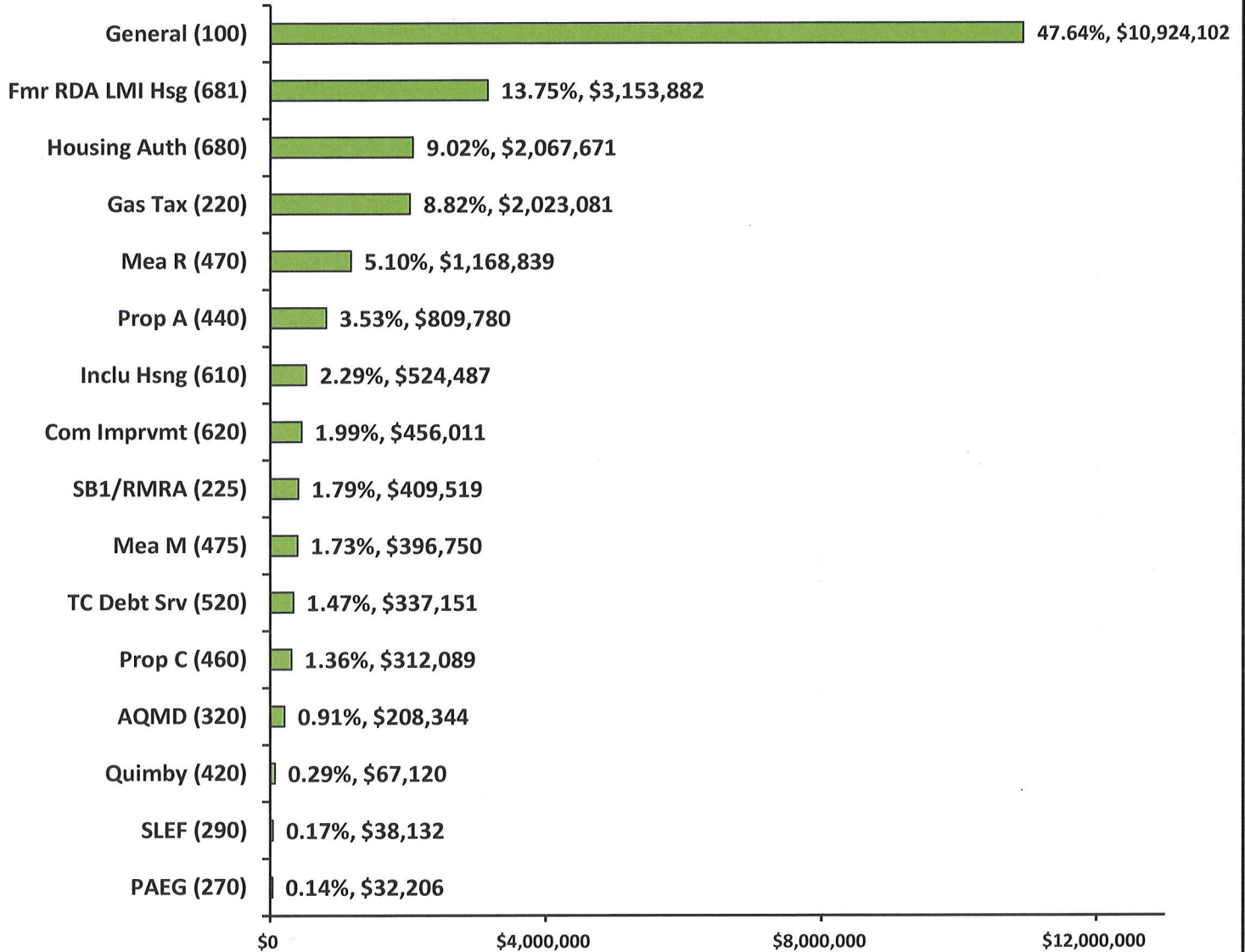
MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (07/01/2020)	\$6,527,850	\$15,306,811	\$21,834,662
Cash Inflows			
Receipts	\$4,944,968	\$55,852	\$5,000,820
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$4,944,968	\$55,852	\$5,000,820
Cash Outflows			
Disbursements	\$3,943,660	\$0	\$3,943,660
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$3,943,660	\$0	\$3,943,660
Net Activity	\$1,001,308	\$55,852	\$1,057,160
Ending Balance (07/31/2020)	\$7,529,159	\$15,362,663	\$22,891,822



*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, 2020

Cash Balance by Fund (total is \$22.9 million*): % of Total & \$ Amount



*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger does not equal precisely 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.

CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Expenditures by Category & Division

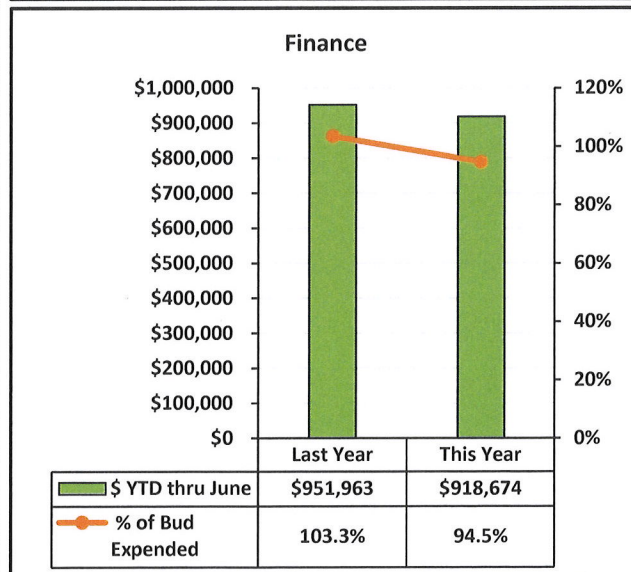
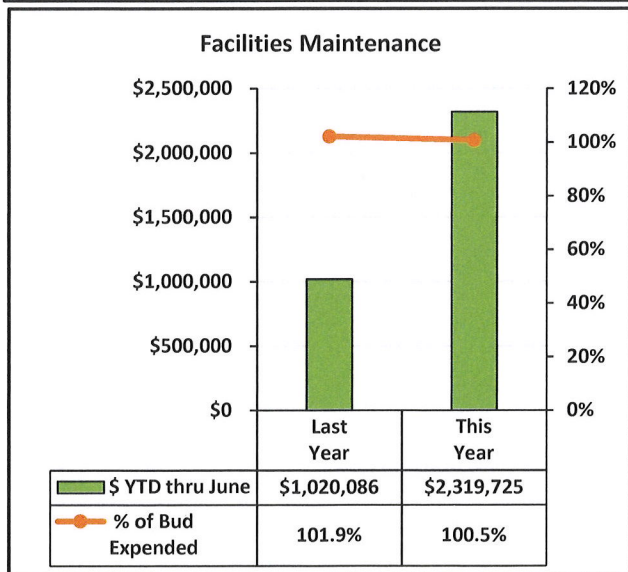
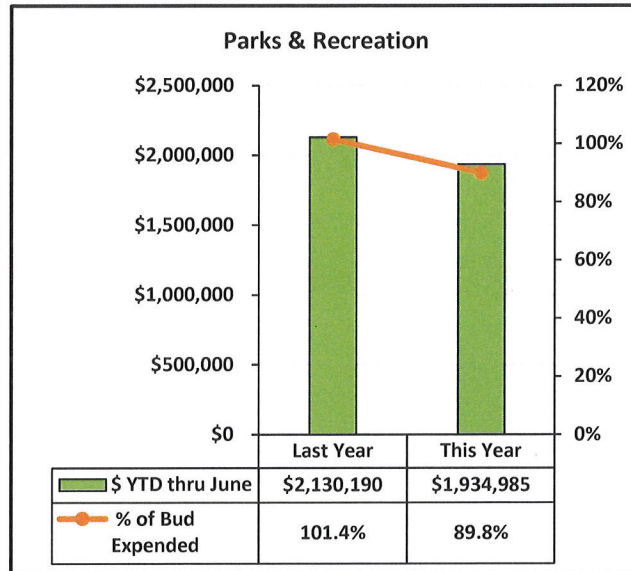
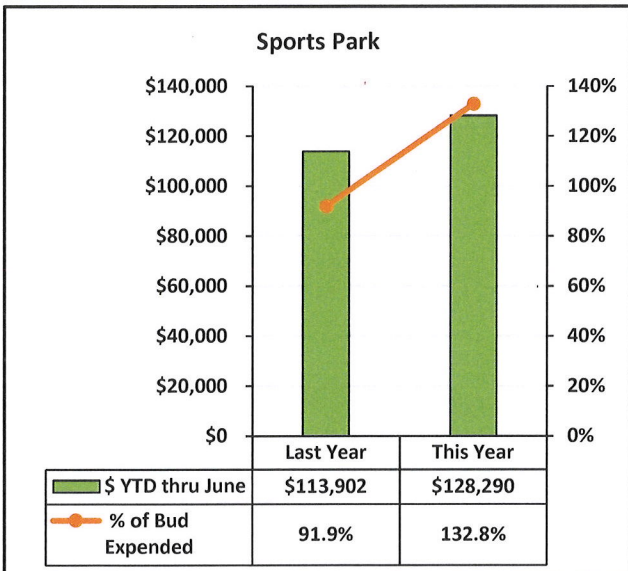
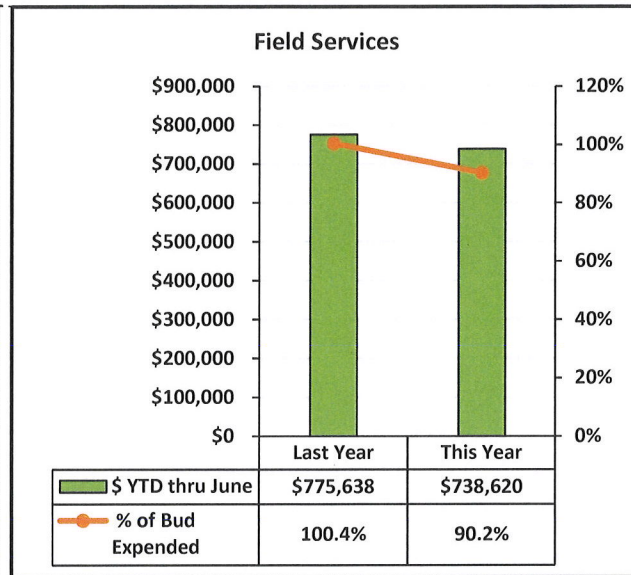
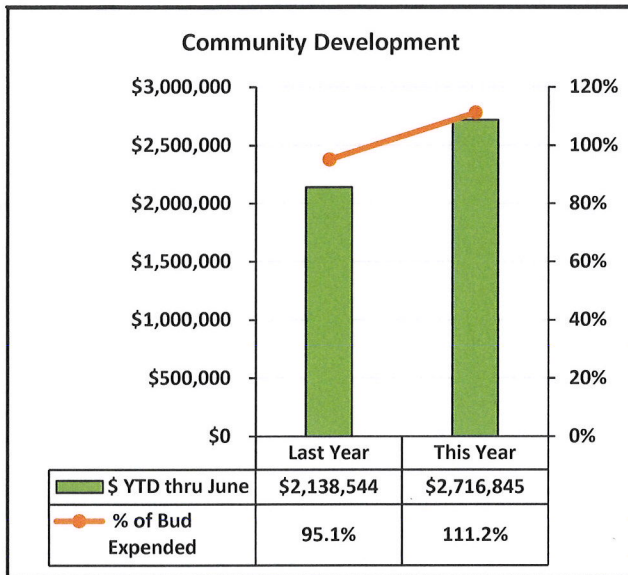
FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Expenditures by Category & Division

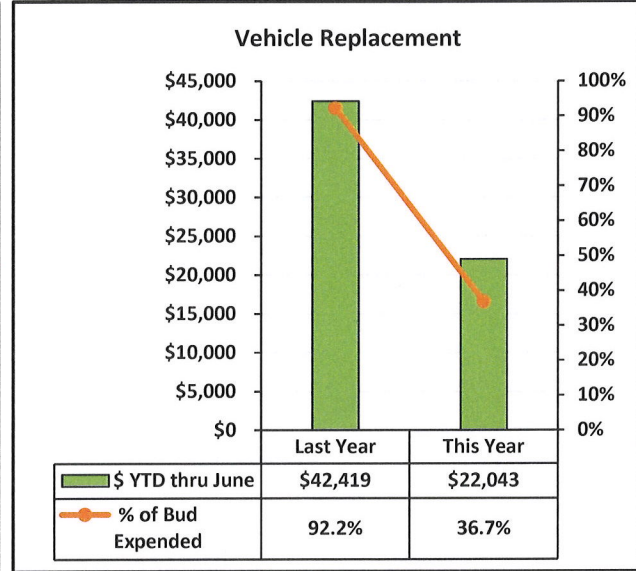
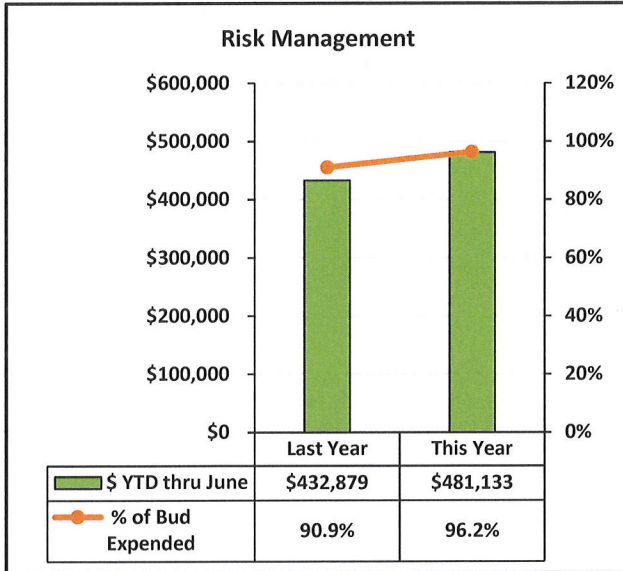
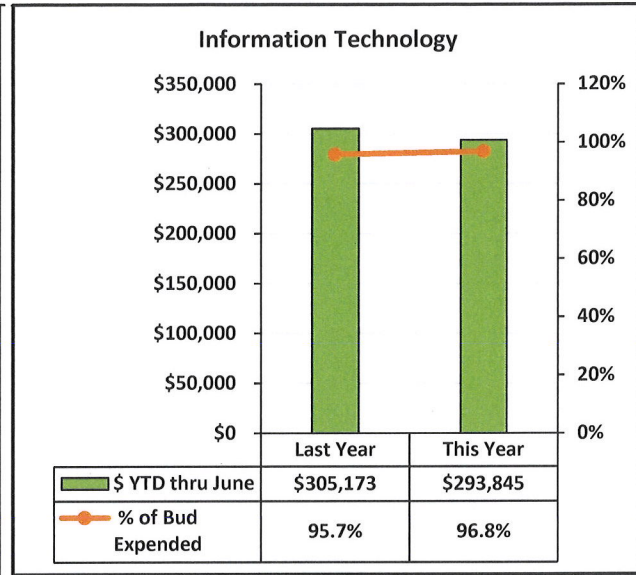
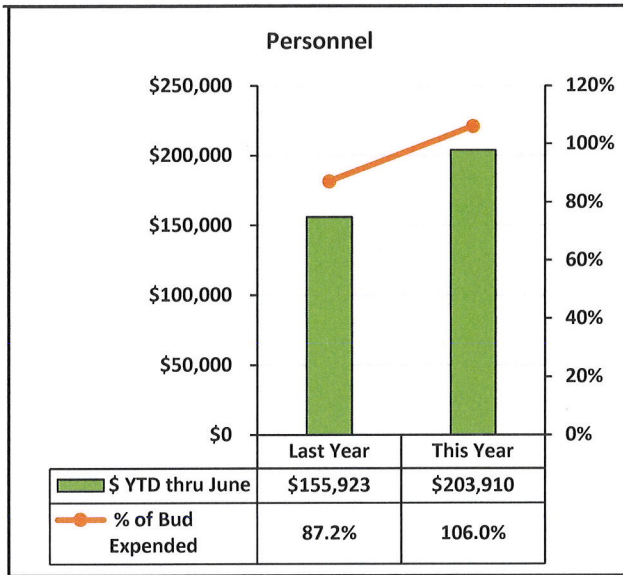
FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*



CITY OF DUARTE

General Fund Expenditures by Category & Division

FY 2019-20 Year-to-Date Through June versus Prior Year *PRELIMINARY*





Agenda Item: 7.H.

CM Review: [Signature]

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: August 25, 2020

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, Public Safety Director

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Recommendation to accept homeless services grants and approve agreement with San Gabriel Valley Council of Governments

RECOMMENDATION: Subject to any procedural or minor changes approved by the City Manager and City Attorney, authorize the City Manager to execute the attached memorandum of agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for \$245,000 (Duarte - \$135,711, Irwindale - \$109,289) for the following programs:

- 1) Implementation of the Duarte/Irwindale Homeless Plan (Duarte - \$94,211, Irwindale - \$67,789)
- 2) Development and implementation of a Prevention, Diversion, Rapid Rehousing Programs to assist those currently unhoused in becoming housed and prevent Duarte and Irwindale residents from becoming homeless (Duarte - \$41,500, Irwindale - \$41,500)
- 3) Engage in a workforce development pilot program
- 4) Participation in a regional landlord and outreach incentive program

FISCAL IMPACT: \$245,000 (\$135,711 for Duarte and \$109,289 for Irwindale) in new, unallocated FY 2020-21 to support homeless programs grant funding, not previously budgeted

BACKGROUND

The San Gabriel Valley Council of Governments (SGVCOG) is a regional planning entity comprised of thirty cities, the County of Los Angeles, and the water districts in the San Gabriel Valley. The SGVCOG advocates for regional and member interests, and develops and manages regional programs to support its member jurisdictions.

In Fiscal Year (FY) 2019-20, the SGVCOG received funding for homeless programs in its member jurisdictions. The SGVCOG was allocated \$5,625,000 in the FY 2019-20 State Budget, included at the request of State Senator Susan Rubio. Additionally, the SGVCOG was allotted \$1,541,876 by the County of Los Angeles, through a newly developed Innovation Funds program, which allocated carry-over Measure H funding to the County's Councils of Governments.

In January 2020, the SGVCOG worked with staff from its member cities to identify regional homeless programs, and to develop a framework and approach to distribute funding. The proposed programs and formulas were designed to maximize regional programs in order to take advantage of economies of scale, ensure equity, and provide cities with the ability to more easily access funds that could be used to implement their homeless plans. Funding was allocated to cities based on population for the implementation of their homeless plans. Each city was also allocated funding to develop and implement a homeless prevention and diversion program and could apply for funding to implement innovative pilot programs. Finally, each city could opt-in to a regional landlord outreach and incentive program.

DISCUSSION/ANALYSIS

To access funding, each city was required to submit an application and scope of work outlining the proposed activities, approach, and budget, and, upon submittal of the applications, to execute a memorandum of agreement (MOA) with the SGVCOG which defines the programs and activities to be completed.

An overview of the activities and programs included in the City's scope of work can be found below:

Homeless Plans Implementation (\$94,211)

Understanding that solving homelessness is a regional issue, the Cities of Duarte and Irwindale created a joint Homeless Plan. The Duarte City Council accepted the plan at their June 26, 2018 meeting and the Irwindale City Council accepted on June 27, 2018. For implementation, the Cities were allocated \$162,000 to implement their homeless plan. The following tasks will be completed with this funding:

- Law enforcement outreach
- Encampment clean-up
- Housing rights assistance
- Hygiene Services
- Administration
- Housing Navigator Services

The City of Duarte will be receiving \$94,211 of the \$162,000. The City will directly bill the SGVCOG for reimbursement on law enforcement outreach and encampment clean-up activities. As the lead city on this grant, Duarte will also be the pass-through fiscal entity for contracts with Foothill Unity Center to continue the hygiene program started this summer and with an entity providing housing rights counseling and assistance such as The Housing Rights Center or Legal Aid Foundation of Los Angeles. The SGVCOG requires that the housing rights organization be selected through an RFP process. The Cities of Duarte and Irwindale will work together to draft the RFP and make final selections.

The SGVCOG procured regional housing navigator services to allow cities to share housing navigation services, thus reducing the cost for each individual city. A "housing navigator" performs case management services for clients and assists clients in obtaining housing. The City

of Duarte has an assigned housing navigator through different grant funding. A portion from the SGVCOG's implementation funding will be used for the City of Irwindale to participate with six other cities in sharing a housing navigator. Funds for rapid rehousing will be available to both Union Station Housing Navigators to assist currently unhoused individuals pay for temporary and long-term housing on a case-by-case basis.

Irwindale will also receive funding for law enforcement outreach and encampment cleanup.

All funding must be expended by May 31, 2022.

Homeless Prevention, Diversion, Rapid Rehousing Programs (\$41,500)

Homeless prevention and diversion programs are targeted towards residents at risk of becoming homeless or those that are recently homeless. The intent of this program is to initiate "problem solving" conversations with a client in order to identify actions needed to either ensure they remain in housing or move them quickly into housing. Potential outcomes based on problem solving conversations would include resolving conflicts with roommates, providing short-term rental assistance to prevent eviction, and helping a client reunite with family members.

Individuals experiencing an immediate housing crisis will be able to access assistance through the following steps:

- 1) Initial intake will be conducted by Union Station Homeless Services staff assigned to Duarte and Irwindale, and Duarte's Public Safety Outreach Coordinator.
- 2) Utilizing the Los Angeles Homeless Services Authority's client-driven problem-solving model, the individuals will be guided through questions that assess the individual's immediate safety, income/financial resources, possible family, social, or other supports, in addition to basic information.
- 3) The conversations will be client-driven and involve creative problem-solving that empowers the individual to feel a part of the solution. Examples of solutions may include conflict resolution, family reunification, and one-time financial assistance that will aid with a housing solution outside of the homeless response system.
- 4) If it is deemed that an individual needs one-time financial assistance, Union Station and/or City staff will submit a request to the City of Duarte finance department stating the category of need based on the Diversion Program Report Form provided by the San Gabriel Valley Council of Governments and the payee. Individuals will not be directly paid for items such as security deposits, rental assistance, utilities deposits, automobile repair, legal services, etc. Payments will be made directly to the vendor of said services. Gas, grocery, and transportation cards will be purchased by the program administrator on behalf of the individual.
- 5) Referral to additional services may include housing rights education, state programs such as CalFresh, legal services such as the Legal Aid Foundation, etc.

- 6) Follow-up with the client will take place at least six months after the action is taken to understand if the individual remains in stable housing or if further conversations are needed. Program staff will assess if more frequent follow-up is needed.

The Cities of Duarte and Irwindale will each receive \$41,500 for these programs.

Ten percent of funding must be expended by May 31, 2021, and the all remaining funding must be expended by December 31, 2021.

Green Pathway Career Pilot Program (no cost)

In partnership with Los Angeles County's Southern California Regional Energy Network and the Department of Workforce Development, Aging and Community Services, SGVCOG member cities Baldwin Park, Duarte, Irwindale, La Verne and West Covina opted into a new workforce development program that targets transition-age youth (TAY), one of the most vulnerable populations to fall into homelessness. Through SGVCOG funding, \$200,000 will go toward the creation of the Green Pathway Career (GPC) program to provide education, training, and vocational certification in the energy efficiency industry to 110 TAY participants (ages 18-24) over three years with the intent of decreasing the number of young adults becoming homeless by providing job security.

Participant cities main role will be recruiting youth into the program by working with local school districts, regional foster youth service providers such as David & Margaret Youth and Family Services and Hathaway-Sycamore, homeless services staff (City and/or contractor), and the L.A. County Workforce Development, Aging and Community Services Department (WDACS). This would include disseminating marketing and program information to the school districts and providers, being available to answer questions, and providing additional support as needed.

Regional Landlord Outreach and Incentive Program (no cost)

The SGVCOG allocated \$400,000 to a regional landlord outreach and incentive program that was open to any city for participation. The intent of this program is to augment an existing Homeless Incentive Program (HIP) operated by the County of Los Angeles, which encourages and incentivizes landlords to rent their available units to homeless Section 8 voucher holders. Monetary incentives include providing holding fees, application fees, move-in assistance (e.g. security deposit), and vacancy loss payments. The SGVCOG procured and selected two consultants to implement this program: Union Station Homeless Services – a homeless services provider in the San Gabriel Valley – and S. Groner Associates – a public outreach and engagement firm. The selected consultants will work with each participating city to develop a plan and approach to engage landlords and to implement the incentive program in each participating city.

The MOA with the SGVCOG outlines the responsibilities of both the City and the SGVCOG. Responsibilities of the SGVCOG include administering and managing regional programs, reviewing and paying cities' eligible invoices within thirty days of approval, reviewing and approving procurement processes, and providing regional coordination through meetings and calls. Responsibilities of the City include participating in regular working group meetings and other regional coordination meetings, abiding by approved procurement processes, administering contracts and programs, submitting quarterly invoices and reports, and submitting deliverables as required.

The MOA attached hereto is the most recent version at the time of agenda cutoff. As of the agenda deadline for this report, SGVCOG was still refining some of the procedures and practices for claims and reimbursements under the MOA. As such, staff recommends City Council authorize City Manager execution of the MOA, including such minor or procedural modifications adjustments as may be necessary to evolving refinements, otherwise approved by the City Manager and City Attorney.

RECOMMENDATION

Subject to any procedural or minor changes approved by the City Manager and City Attorney, authorize the City Manager to execute the attached memorandum of agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for \$245,000 (Duarte - \$135,711, Irwindale - \$109,289) for the following programs:

- 1) Implementation of the Duarte/Irwindale Homeless Plan (Duarte - \$94,211, Irwindale - \$67,789)
- 2) Development and implementation of a Prevention, Diversion, Rapid Rehousing Programs to assist those currently unhoused in becoming housed and prevent Duarte and Irwindale residents from becoming homeless (Duarte - \$41,500, Irwindale - \$41,500)
- 3) Engage in a workforce development pilot program
- 4) Participation in a regional landlord and outreach incentive program

FISCAL IMPACT

\$245,000 (\$135,711 for Duarte and \$109,289 for Irwindale) in new, unallocated FY 2020-21 to support homeless programs grant funding, not previously budgeted

ATTACHMENTS

Attachment A – Memorandum of Agreement and associated scopes of work

MEMORANDUM OF AGREEMENT

CITY HOMELESS PROGRAM MEMORANDUM OF AGREEMENT AMONG THE CITY OF DUARTE, THE CITY OF IRWINDALE, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

This Memorandum of Agreement (MOA) is by and among the City of Duarte (Duarte), the City of Irwindale (Irwindale) and the San Gabriel Valley Council of Governments (SGVCOG) to be effective as of the date signed by all Parties. Duarte and Irwindale may be referred to herein collectively as “Cities or individually as a “City.” Cities and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies;

B. The SGVCOG entered into a contract with the County of Los Angeles for the purposes of administering Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to combat homelessness in the San Gabriel Valley;

C. The SGVCOG received funding from the State of California via the 2019 Budget Trailer bill for the purposes of combating homelessness in the San Gabriel Valley;

D. The SGVCOG allocated a portion of this funding towards the implementation of member cities' previously-developed homeless plans, the development of programs to prevent homelessness, and the implementation of pilot programs;

E. The SGVCOG also allocated a portion of this funding to a landlord outreach and incentive program in which cities could opt to participate and executed a contract with Union Station Homeless Services and S. Groner Associates to implement the program;

F. The SGVCOG procured shared housing navigation services and support in which cities could opt to participate and executed a contract with Union Station Homeless Services to implement the program;

G. The Cities seek to develop homeless programs;

H. The Cities' homeless programs will support strategies and solutions to prevent and decrease homelessness within the Cities, based on local concerns and priorities;

I. The Cities and the SGVCOG have a shared desire to successfully develop homeless prevention and relief programs, as more specifically defined in the attached scope of work (Exhibit A), to combat homelessness in the San Gabriel Valley;

J. Irwindale opted to participate in the SGVCOG's shared housing navigation services;

K. The Cities opted to participate in the SGVCOG's landlord outreach, education, and incentive program;

L. The Cities seek to participate in the workforce development pilot program focused on transition-aged youth in coordination with the SGVCOG and the County of Los Angeles; and

M. The Cities and the SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the date upon which all eligible expenditures have been reimbursed. The term of this MOA may be extended by mutual agreement of both Parties by way of an amendment to this MOA.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Undertake procurement, execute, and manage consultant and service provider contracts as necessary for regional homeless programs in furtherance of the scope of work.
2. Review and promptly pay properly submitted invoices for regional homeless programs and the Cities' eligible homeless program activities.
3. Manage and administer contracts and pay invoices for the following regional programs in which the Cities are participating:
 - a. Shared Housing Navigation Services; (Irwindale only)
 - b. Landlord Outreach and Incentive Program; (both Cities)
 - c. County Workforce Development Pilot Program. (both Cities)
4. Manage invoicing and reporting schedules and deadlines.
5. Review submitted deliverables and reports from the Cities and promptly notify the Cities as to any specific additional information or documentation that is required.
6. Coordinate participation in conference calls and/or meetings as necessary.
7. Review and approve procurement procedures for the Cities' use of funds.
8. Hold monthly Homeless Working Group meetings with the Cities' Project Managers to support information sharing.
9. Provide payment to the Cities within 30 days of approval of a City's invoice.
10. Reimburse the Cities up to \$151,500, for program expenditures more specifically described in Exhibit B.
11. Retain \$93,500, including \$28,000 for shared housing navigation services, \$24,000 for housing vouchers, and \$41,500 for prevention, diversion, and rapid rehousing vouchers, separate and apart from those funds reflected in Exhibit B, to come from the City's Homeless Plan allocations to administer the Shared Housing Navigation Services contract.
12. Provide monthly reports on services provided and clients assisted to the Cities to ensure the Cities are receiving services equal to the funding amounts retained by SGVCOG.

B. With Duarte acting as the lead agency, Cities shall:

1. Maintain membership in the SGVCOG during the entire term of this MOA.
2. Participate in monthly Homeless Working Group meeting.
3. Provide any updated point-of-contact described in Section III.B to serve as the Cities' Project Managers with name, title, and contact information.

4. Participate in scheduled conference calls and/or meetings throughout the term of this MOA.
5. Manage the homeless programs and activities to be implemented by the Cities, as such are described in Exhibit A.
6. Respond to SGVCOG and/or contractor requests related to the Cities' programs in a timely manner.
7. Provide feedback and respond to SGVCOG and/or contractor requests for the Cities' participation in regional programs, including the landlord outreach and incentive program, the workforce development pilot program, and for Irwindale, the shared housing navigation services program.
8. For the Cities' participation in the Landlord Outreach and Incentive Program:
 - a. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Regional Landlord Education, Outreach and Incentive Program in the Cities.
9. For Irwindale's participation in Shared Housing Navigator:
 - a. Allocate \$93,500 – including \$28,000 for shared housing navigation services, \$24,000 for housing vouchers, and \$41,500 for prevention, diversion, and rapid rehousing vouchers – which sums are separate and apart from the amounts reflected in Exhibit B hereto – to the SGVCOG's contract for Shared Housing Navigation Services to provide these services for Irwindale.
 - b. Provide direction and support as requested to the shared housing navigator selected through the SGVCOG's contract with its selected vendor.
 - c. Work directly with the shared housing navigator to support the services and re-housing efforts for clients within the City of Irwindale.
 - d. Provide feedback to the SGVCOG on the implementation of the shared housing navigation program.
 - e. Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected vendor to support the implementation of the Shared Housing Navigation Program.
10. For the Cities' participation in the County Workforce Development Pilot Program:
 - a. Provide feedback to the SGVCOG on the implementation of the workforce development pilot program.
11. Submit procurement procedures for Cities' use of funds under this MOA for approval by the SGVCOG.
12. Procure and administer contracts funded by the SGVCOG in accordance with SGVCOG-approved procurement procedures. Submit contracts or purchase orders executed with third-party vendors to the SGVCOG for authorization prior to the performance of work thereunder for which the Cities will be requesting reimbursement.
13. Submit rates for the Cities' staff time for SGVCOG approval prior to the Cities' staff performing work for which the Cities will seek reimbursement.
14. Submit deliverables and reports to the SGVCOG in accordance with the schedule included in Exhibit B.
15. Submit invoices to the SGVCOG in accordance with the schedule included in Exhibit B.
16. As to each City individually, reimburse the SGVCOG for expenditures made by that City that are determined to be not in compliance with funding requirements.

III. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager:

Samantha Matthews
SGVCOG Management Analyst
1000 S. Fremont Ave, Unit 42
Bldg. A10-N, Suite 10210
Alhambra, CA 91803
626.457.1800
smatthews@sgvcog.org

- B. For purposes of this MOA, the City of Duarte designates the following individual as its Project Manager:

Victoria Rocha
Assistant to the City Manager
1600 Huntington Drive
Duarte, CA 91010
626.386.6869
vrocha@accessduarte.com

- C. For purposes of this MOA, the City of Irwindale designates the following individual as its Project Manager:

Theresa Olivares Assistant
City Manager 5050 N.
Irwindale Avenue
Irwindale, CA 91706
626.430.2294
tolivares@irwindaleca.gov

- D. Additional parties' contacts include the following individuals:

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
mcreter@sgvcog.org

- E. Any Party may change its Project Manager or contacts upon written notice to the other Parties.

IV. TERMINATION:

- A. This MOA may be terminated by either of the Cities or SGVCOG at any time without cause. Termination will occur 30 days after written notice is issued by a Party to the other Parties' Project Managers. The Cities shall stop work and not incur any additional expenses upon receipt of or issuance of such notice, except that which is reasonable and necessary to effectuate the termination or prevent the immediate waste or forfeiture of allocated funding. The Cities shall be entitled to reimbursement for eligible expenses that are reasonably and necessarily incurred up to the date that

such termination is effective.

- B. This MOA may be terminated for cause at any time for a material default by one of the Parties upon written notice to the applicable Project Managers. In the event of termination for cause, termination will be in effect three days after deposit of the written notice in the U.S. Mail, postage pre-paid, unless otherwise stated at a later time in the written notice.

V. INDEMNITY:

- A. Neither the SGVCOG or its respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Cities or their respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.
- B. Neither the Cities or their respective officers, employees, consultants or volunteers (the Cities Indemnitees), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA
- C. The Cities shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the Cities' obligations under this MOA, unless caused by the negligence or willful misconduct of SGVCOG.
- D. The SGVCOG shall indemnify, defend and hold the Cities Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the SGVCOG's obligations under of this MOA, unless caused by the negligence or willful misconduct of the Cities.
- E. Each of the Cities shall indemnify, defend, and hold the other harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from such city's obligations under this MOA, excluding only such liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or caused by the negligence or willful misconduct of the other.

VI. OTHER TERMS AND CONDITIONS:

- A. In performing this MOA, neither the Cities nor SGVCOG is a contractor, agent or employer of the other, neither is either City a contractor, agent, or employer of the other city. Neither the Cities nor SGVCOG shall represent themselves as contractors, agents or employees of the other Parties and shall have no powers to bind the other Parties in contract or otherwise.
- B. This MOA, along with the applicable funding requirements of the SGVCOG's agreement with the County of Los Angeles, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. No Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Parties, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

In witness whereof, the Parties enter into this MOA on the date of last execution by the Parties.

FOR THE CITY OF DUARTE

By: _____
Daniel Jordan
City Manager

Date: _____

APPROVED AS TO FORM:

David Cosgrove
City Attorney

FOR THE CITY OF IRWINDALE

By: _____
William Tam
City Manager

Date: _____

APPROVED AS TO FORM:

Fred Galante
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

EXHIBIT A

Scope of Work

Program: Homeless Plan Implementation

The Cities' Homeless Plans will be implemented in accordance with the tasks and deliverables listed below.

Task 1

- Law enforcement outreach will include street-level relationship building by Duarte Public Safety Outreach Coordinator and Irwindale Police Department Homeless Outreach Coordinator to connect those experiencing homelessness to the cities' Union Station Housing Navigators and LAHSA, in addition to other direct services, such as motel vouchers.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports
- Staff time/budget supporting documentation

Task 2

- Complete 36 homeless encampment clean-ups (6 per quarter). Expenses include the safe removal of contaminated items and proper disposal of biohazards, sharps, and soiled items while also decontaminating an area. The program will also collect and store unattended personal property of those experiencing homelessness.

Deliverables

- Event summary report, including before and after photographs, for 36 encampment clean-ups, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Event Summary Reports

Task 3

- Procure and contract with a provider to implement housing rights assistance. Scope of work will include office hours twice a month for three-hour sessions. One monthly visit will be held in Duarte and the other in Irwindale. Office hours would entail housing counseling, rights education for both tenants and landlords, and referrals to other agencies for further assistance, including referral to City staff and Union Station Homeless Services for access

to prevention/diversion funds. Procurement package (including all items included on the SGVCOG-provided checklist) must be approved by the SGVCOG Contracts Manager prior to release or reimbursement will not be provided. Specific scope of work, deliverables, and schedule will be finalized in coordination with the SGVCOG during the contracting process with the selected consultant.

The SGVCOG will provide the City a procurement checklist, to be provided separately, which must be completed and approved prior to the City executing a contract with a consultant. The checklist will include, but is not limited to, documentation of the following:

1. Procurement procedures
2. Scope of work, including tasks, schedule and deliverables
3. Independent cost estimate
4. Request for Proposal (RFP)
5. Documentation of advertisement of RFP
6. Technical Evaluation Committee (TEC) membership and scoring sheet
7. Sample consultant contract

Deliverables

- Approved procurement checklist
- Approved contract scope of work and fee schedule
- Quarterly report summarizing individuals served and services provided, in the format provided by the SGVCOG

Basis of Billing: Deliverables

Invoice Backup:

- Quarterly Reports

Task 4

- Provide portable bathroom and handwashing facility for at-risk and vulnerable homeless persons. Allow Foothill Unity to continue to provide hygiene services to the homeless population even if facilities are closed due to COVID-19.

Deliverables

- Quarterly report summarizing individuals served, services provided, and referrals made, in the format provided by the SGVCOG

Basis of Billing: Expense Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

Task 5

- Administer the program funding

Deliverables:

- Quarterly Reports

Basis of Billing: Fixed Fee (5% of submitted invoice)

Task 6

- Irwindale will participate in the Shared Housing Navigation Services program. The SGVCOG has executed a contract with Union Station Homeless Services (USHS) for the purposes of providing shared housing navigation services and housing vouchers for the City. The City will participate in the Program by interfacing with the assigned housing navigator, providing input and direction as needed, and providing support to the assigned housing navigator. The City will also receive an allocation of housing vouchers that will be used by the housing navigator to house homeless clients within the City.

Deliverables

- None

Basis of Billing: None

- The SGVCOG will retain \$52,000 of the Cities' Homeless Plan Implementation funding, as well as \$41,500 of Prevention, Diversion, and Rapid Rehousing funding, for a total of \$93,500 for the purposes of the Shared Housing Navigation Services contract and additional vouchers to be used by the Housing Navigator. The City will receive monthly reports on the services provided and clients assisted.

A quarterly report, in the format provided by the SGVCOG, must be submitted with each invoice documenting each task, as indicated in the tasks above, any challenges experienced, and upcoming work.

Invoices must include required back-up, including but not limited to deliverables completed, invoices, receipts, and other documents showing how the funds being requested for reimbursement were spent.

Projects must be completed by May 31, 2022.

Program: Prevention, Diversion, and Rapid Rehousing

Task 1: By September 1, 2020, Union Station Homeless Services and the Cities will implement a prevention, diversion, and rapid rehousing program in the Cities that incorporates problem-solving conversations with clients in order to develop an approach towards preventing clients from falling into homelessness or minimizing the amount of time from which clients are facing homelessness. The Program will be implemented in accordance with the Cities' submitted application, included as Exhibit C.

Eligible activities include but are not limited to the following:

- Housing relocation and stabilization;
- Short-term or medium-term rental assistance;
- Rental application fees;
- Security deposits;

- Utility deposits & payments;
- Moving costs;
- Housing search and placement;
- Housing stability case management;
- Mediation;
- Tenant legal services;
- Credit repair.

Other activities should be discussed with the SGVCOG prior to using funding.

Program implementers and administrators must have completed an approved problem-solving training (e.g. SGVCOG Problem-Solving; LAHSA Problem-Solving Training).

Deliverables:

- Prevention, Diversion, and Rapid Rehousing Report Forms for each client served and outcomes after intervention, in the format provided by the SGVCOG
- Final report at the end of the program documenting number of clients served and outcomes after intervention, in the format provided by the SGVCOG

Basis of Billing: Materials Reimbursement

Invoice Backup: Invoices, receipts, etc. documenting how funding was used

EXHIBIT B

Budget/Schedule

Table 1. Cities Budget

Homeless Plan Implementation		Not to Exceed Cost				Total	Completion
Task	Description	SGVCOG Retain for Irwindale	Staff Duarte Total	Irwindale Total	Direct Costs Duarte Total	Provider Costs Duarte Total	
Task 1	Law enforcement outreach		\$ 30,000.00	\$ 10,000.00			\$ 40,000.00 5/31/2022
Task 2	Encampment clean-up		\$ 15,000.00	\$ 5,000.00			\$ 20,000.00 5/31/2022
Task 3	Housing rights assistance					\$ 40,000.00	\$ 40,000.00 5/31/2022
Task 4	Hygiene services					\$ 4,500.00	\$ 4,500.00 5/31/2022
Task 5	Administration		\$ 4,711.00	\$ 789.00			\$ 5,500.00 5/31/2022
Task 6	Shared Housing Navigator	\$ 52,000.00					\$ 52,000.00 5/31/2022
						Implementation Total	\$ 162,000.00 5/31/2022
						Duarte Subtotal	\$ 94,211.00 5/31/2022
						Irwindale Subtotal	\$ 15,789.00 5/31/2022
						SGVCOG Subtotal for Irwindale	\$ 52,000.00 5/31/2022
Prevention, Diversion, and Rapid Rehousing Program							
Task 1	Program Implementation	\$ 41,500.00	\$ 2,075.00		\$ 39,425.00	Prevention/Diversion Total	\$ 83,000.00 6/15/2022
						Duarte Subtotal	\$ 41,500.00 6/15/2022
						SGVCOG Subtotal for Irwindale	\$ 41,500.00 6/15/2022
						Contract Total	\$ 245,000.00
						Duarte Total	\$ 135,711.00
						Irwindale Total	\$ 15,789.00
						SGVCOG Total for Irwindale	\$ 93,500.00

Program: Homeless Plan Implementation

The Cities were allocated \$162,000 to implement their homeless plans, of which the Cities shall receive a maximum of \$110,000. The City of Duarte shall receive a maximum of \$94,211. The City of Irwindale shall receive a maximum of \$15,789. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

The Cities shall allocate \$52,000 of their homeless plan implementation funding, as well as \$41,500 of prevention, diversion, and rapid rehousing funding, for a total of \$93,500 to the SGVCOG's Shared Housing Navigation Services contract for the City of Irwindale to receive services equal to the following:

Housing Navigation Services	Housing Vouchers	Prevention, Diversion, and Rapid Rehousing Vouchers	Total
\$28,000	\$24,000	\$41,500	\$93,500

Reports and invoices must be submitted quarterly by the first Monday of the month by the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

A final report and the final invoice must be submitted by June 15, 2022.

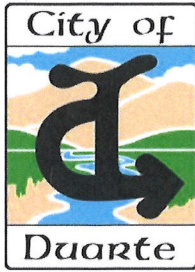
Program: Prevention, Diversion, and Rapid Rehousing

The City of Duarte shall receive a maximum of \$41,500 for implementation of the Prevention, Diversion, and Rapid Rehousing Program. \$15,000 of these funds is derived from the City of Bradbury's Prevention and Diversion Program allocation. Funding shall be disbursed on a reimbursement basis and in accordance with Table 1.

Reports and invoices must be submitted quarterly by the first Monday of the month on the following dates:

2020	2021	2022
• October 5, 2020	• January 4, 2021	• January 3, 2022
	• April 5, 2021	• April 4, 2022
	• July 5, 2021	
	• October 4, 2021	

All funding must be expended by June 15, 2022. The final report is due by June 15, 2022.



Agenda Item: 7.I

CM Review: 

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: August 25, 2020

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Approval of Annual Duarte Chamber of Commerce Services Agreement FY 2020-21

RECOMMENDATION: Staff recommends that the City Council approve and execute the FY 2020-21 Services Agreement in the amount of \$45,100 with the Duarte Chamber of Commerce.

FISCAL IMPACT: The Services Agreement is in the amount of \$45,1000. The appropriation of funds to account #1020-7710 was adopted as a part of the FY 2020-21 budget process. The Chamber will be paid in two installments, one prior to September 30, 2020 and the other prior to January 30, 2021.

BACKGROUND

For over four decades, the City Council has authorized the City Manager to enter into an agreement with the Duarte Chamber of Commerce for general services and business community support. Historically, the Chamber has faithfully and with good results executed these services outlined in previous agreements.

DISCUSSION/ANALYSIS

Staff believes that an active Chamber helps the City achieve economic development goals and provide services to Duarte's businesses community. Over the past year, the Chamber has proactively worked to grow the organization and advocated on behalf of business members at all levels of government – a task that has become increasingly important during the COVID-19 pandemic in keeping doors open. The Chamber has also worked with the City to provide complementary communication, marketing, and development services for businesses.

For the FY 2020-21, the City Council has budgeted \$45,100 toward the Chamber's budget. This appropriation will aid the Chamber in focusing on business retention and job development in a nearly daily changing environment during the COVID-19 pandemic and Safer at Home orders. For example, the Chamber will continue to assess and adapt needed business-related webinars and events, regularly survey Chamber members to understand relevant concerns and topics, seeking partnerships with regional organizations to leverage economic development efforts, and provide timely information across print and digital media.

The chamber will also continue its traditional services to the Duarte business community,

including:

- Maintaining regular office hours with qualified personnel, include remote hours during Los Angeles County Safer at Home orders;
- Favorably advertising Duarte as a place to do business and highlight advantages of the City;
- Conferring with businesses to do business in Duarte;
- Welcoming new businesses to town;
- Conducting programs such as lunch seminars, and business visitations;
- Including news and other information provided by the City in its various publications;
- Providing commissioner recommendations for two City Commissions, the Public Safety and Economic Development Commissions.

RECOMMENDATION

Staff recommends that the City Council approve and execute the City the FY 2020-21 Services Agreement in the amount of \$45,100 with the Duarte Chamber of Commerce.

FISCAL IMPACT

The Services Agreement is in the amount of \$45,1000. The appropriation of funds to account #1020-7710 was adopted as a part of the FY 2020-21 budget process. The Chamber will be paid in two installments, one prior to September 30, 2020 and the other prior to January 30, 2021.

ATTACHMENTS

Attachment A – FY 2020-21 Services Agreement by and between the City of Duarte and the Duarte Chamber of Commerce

**SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND THE DUARTE CHAMBER OF COMMERCE**

This Services Agreement is made and entered into as of July 1, 2020 ("Effective Date"), by and between the City of Duarte, California, a municipal corporation (hereinafter referred to as "City"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber").

RECITALS:

WHEREAS, the City and Chamber desire to work collaboratively in the support and promotion of the Duarte business community; and

WHEREAS, the City and Chamber agree that only by working collaboratively can they serve the needs of the business community, create an environment where business can succeed and prosper, and enable all members of the community to benefit from the results.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and of the mutual promises and covenants hereinafter contains, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period July 1, 2020 through June 30, 2021 ("Agreement Term"). The City shall pay the Chamber the sum of \$45,100 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by September 30, 2020 and the second by January 30, 2021.

The Chamber shall place the Compensation set forth in Section 1 in a separate account from other Chamber revenues and not utilize the Compensation to pay for the cost of fabricating, producing, printing, mailing, or distributing any tangible item including Chamber publications, including but not limited to newspapers such as and including the Duarte View, newsletters, flyers, or any DVDs, CDs, or videotapes which would constitute a "mass mailing" under Government Code Section 89001 as defined by Section 18901 of the Regulations of the Fair Political Practices Commission of the State of California (2 C.C.R. § 18901)."

2. SERVICES

A. The Chamber agrees to provide the following services listed below and the additional services listed on Exhibit "A" which is incorporated herein:

- 1) Maintain regular office hours with qualified personnel.
- 2) Favorably advertise Duarte as a place to do business and extol advantages of the City.
- 3) Confer with businesses to do business in Duarte.
- 4) Welcome new businesses to town.

- 5) Conduct programs such as seminars to help local businesses.
- 6) Provide the Chamber's financial statements to the City.
- 7) Include news and other information provided by the City in its various publications.

B. To implement the services set forth in Paragraph A, the Chamber, among its other activities, shall provide the following specific services:

- 1) Referral Service – The Chamber shall recommend its members to callers asking for goods and services.
- 2) Publicity and Promotion - Activities include Chamber mixers, ribbon-cutting business openings, announcements by email, publication of print and/or digital media.
- 3) Networking – The Chamber shall establish Committees and present various Chamber functions to provide members with an opportunity to meet and work with other members of the business, civic, and residential community.
- 4) Information – The Chamber office shall provide all who inquire with information about business opportunities within the City and shall respond to a variety of queries from the general public regarding the community.
- 5) Advertising – The Chamber, through print and/or digital media, the Chamber website, email, and the Duarte Business Directory, shall provide businesses with a means of advertising their goods, discounts and services to the local community.
- 6) Seminars/Workshops – The Chamber shall provide members of the business community with help and insight into business matters. Special programs and activities shall be developed to answer the needs of local businesses and assist members in their efforts to be successful.

C. The following additional terms are hereby agreed to by Chamber and City:

- 1) That the Chamber is a non-profit business organization.
- 2) That the Chamber is the voice and the advocate for its members and, as such, is charged with the responsibility of keeping its members informed and updated on issues that affect the business community.
- 3) That it is appropriate for the Chamber to speak on behalf of its members and advocate the interests, desires, and concerns of its members.

- 4) That the Chamber will provide its members with a forum for the discussion of issues affecting the business community.
- 5) That as an organization representing the business community, the Chamber is bound to bring to the attention of the City its organizational positions on issues of importance to its members.
- 6) That through discussion, led by a mutual desire to work harmoniously together, the City and the Chamber will endeavor to seek avenues for consensus and solutions to problems that negatively impact the local business community.
- 7) That despite the best efforts on the parts of the City and the Chamber, there will be times when the City and the Chamber may take adverse positions. The parties agree when the City and Chamber disagree on issues to do so with respect for differing opinions and positions.
- 8) The Chamber shall not endorse City Council candidates for election.

3. TERMINATION. This Agreement shall automatically expire upon conclusion of the Agreement Term. This Agreement may be earlier terminated by either party giving the other written notice of the desire to terminate the Agreement sixty (60) days prior to the intended date of termination; provided, however, that if the termination is due to a material breach by a party of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after written notice is given to the party in breach, then the sixty (60) day period shall not apply and the termination may, at the discretion of the non-breaching party, be effective immediately upon delivery of written notice of termination to the breaching party following the aforescribed thirty (30) day cure period. In the event of termination, the Chamber shall be entitled to a pro-rata share of the unpaid and due Compensation earned to the earlier of (i) the date of termination or (ii) the date of uncured breach. Subject to the foregoing, the rights, duties, and responsibilities of both the City and the Chamber under this Agreement shall continue until the date of termination.

4. CALIFORNIA LAW. This Agreement shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

5. LITIGATION MATTERS; ATTORNEY'S FEES. 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 Chamber 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 all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto 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 Chamber shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

6. MANAGEMENT. The City's City Manager and Chamber's President/CEO shall represent City and Chamber, respectively, in all matters pursuant to the administration of this Agreement. The Chamber's communications with the City shall be routed through the City Manager and authorized City staff.

7. RECORDS. Chamber shall provide the City with (i) a copy of its monthly financial report, which shall include at a minimum a balance sheet an income/expenses statement, and (ii) a quarterly activity report.

8. INDEMNITY. Chamber shall indemnify, defend, and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Chamber, or its officer, officials, employees, agents, or representatives acting in an official capacity. Chamber shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City, or any of its officers, officials, employees, agents, or representatives acting in an official capacity.

9. INSURANCE. Without limiting Chamber's indemnification obligations as set forth in this Agreement, the Chamber shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident (if Chamber has owned or leased vehicles), and if Chamber's employees use personal autos in connection with the performance of work under this Agreement, Chamber shall provide evidence of personal auto liability coverage for each such employee; and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured's. No work or services under this Agreement shall commence until the Chamber has provided the City with Certificates of Insurance evidencing the above insurance coverage's and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Chamber shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. Chamber agrees to provide immediate notice to City of any claim or loss against Chamber 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.

10. NO JOINT VENTURE; NO BENEFITS. By this Agreement neither City nor Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness of any employee arising out of performing services hereunder.

11. COVENANT AGAINST DISCRIMINATION. Chamber 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, marital status, sexual orientation, national origin, or ancestry.

12. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

13. 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, or (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, or (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:

If to City: City of Duarte
City Manager's Office
1600 Huntington Drive
Duarte, CA 91010

If to Chamber: Duarte Chamber of Commerce
PO Box 1438
Duarte, CA 91009
Attn: President/CEO

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

14. INTERPRETATIONS; 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, are merged into this Agreement and shall be of no further force or effect.

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

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the Effective Date.

CITY OF DUARTE

Samuel Kang, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, Executive Director/CEO

Exhibit A

City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

- Expand Chamber member exposure to the overall business community, and beyond, through enhanced features of the DuarteChamber.com website, such as
 - A webpage within the DuarteChamber.com domain
 - A domain name and email address for Chamber members who do not have one
 - The ability to post their own specials, menus, coupons, etc. and easily change them on their own webpage.
 - Have a page available for links to businesses that are posting employment opportunities.
- Meet regularly with designated City Representative to continue to ensure collaboration with City Hall.
- Continue the Business Visitation Program involving the Chamber and City Hall.
- Continue the Women's Business Expo event involving regional business partners with the focus on fostering a business-friendly environment for women-run organizations.
- Periodically survey Chamber members to seek their suggestions and recommendations for business-related topics and services they feel the Chamber should offer.
- Work with City and regional community partners to identify and collaborate on programs, events and seminars that benefit Duarte businesses.
- Notify Chamber members and all Duarte businesses in general through email, print and/or digital platforms, and the DuarteChamber.com website of the available programs and seminars.
- Provide seminars on current, business related topics available to all Duarte businesses and Duarte Chamber members at no cost to the attendees. The Chamber would hold such seminars at the Duarte Community Center with no facility costs incurred.
- Strive to be the Resource Center for Duarte by marketing the Duarte Chamber website and making the Chamber's Event Calendar available to regional community groups and Chamber members to announce their special events.
- Provide the City with recommendations for designated Commission appointments. Specifically, two representatives for the Economic Development Commission and one for the Public Safety Commission.



Agenda Item: 7.J

CM Review: *[Signature]*

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: August 25, 2020

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Sublease Agreement Approval Between the City of Duarte and the Duarte Chamber of Commerce

RECOMMENDATION: Staff recommends that the City Council approve and execute a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2020.

FISCAL IMPACT: The sublease agreement for FY 2020-21 is set at a monthly rate of \$500, generating approximately \$6,000 in annual revenue.

BACKGROUND

The Duarte Chamber of Commerce currently subleases a 1,674-sq. ft. space located at 1735 Huntington Drive. They have been at this location for three years and currently pay \$500 a month in rent, in addition to utilities including cable, telephone, internet, and electricity. The City leases 1735 Huntington Drive for \$2,000 per month as of March 1, 2020.

DISCUSSION/ANALYSIS

City staff is proposing to continue subleasing 1735 Huntington Drive to the Duarte Chamber of Commerce in an effort to support their work in promoting the Duarte business community. All aspects of the sublease would remain the same as the FY 2019-20 contract including \$500 a month in rent, payment of all utilities, maintenance of million-dollar insurance coverage policies in the areas of liability, property and worker's compensation, and a one-year term to coincide with the Services Agreement approval process. Also continued forward from last year, the Chamber agrees that they shall not have designated spaces in the adjoining parking lot and shall share both on- and off-street parking. To the extent the Chamber and their guests use any available on-street parking, they shall comply with all applicable City of Duarte parking regulations.

RECOMMENDATION

Staff recommends that the City Council approve and execute a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2020.

FISCAL IMPACT

The sublease agreement for FY 2020-21 is set at a monthly rate of \$500, generating approximately \$6,000 in annual revenue.

ATTACHMENTS

Attachment A – Building Sub-Lease City of Duarte & Duarte Chamber of Commerce FY 2020-21 Agreement

Attachment B – Alan and Joan Djanogly & City of Duarte Commercial Lease Agreement

**BUILDING SUB-LEASE
CITY OF DUARTE & DUARTE CHAMBER OF COMMERCE**

THIS BUILDING SUBLEASE ("Lease") is made and entered into as of July 1, 2020 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

RECITALS:

A. Landlord leases real property and improvements located at 1735 Huntington Drive, City of Duarte, County of Los Angeles, State of California (the Property").

B. Tenant is in need of a place to conduct its business operations within the City of Duarte.

C. Landlord desires to sub-lease to Tenant and Tenant desires to sub-lease from the Landlord the Property ("the Premises"), as hereinafter more fully described, on the terms and conditions in this Sublease.

SUBLEASE:

Now, therefore, in consideration of the terms, covenants and conditions contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, landlord and tenant hereby agree as follows:

**ARTICLE 1
SUBJECT OF LEASE AND POSSESSION OF THE PREMISES**

1.1 The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which constitute approximately 1,674 sq. ft. of rentable space within the Property on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2 Acceptance of the Premises. Except as may be otherwise herein provided, Tenant shall, by entering into and occupying the Premises, be deemed to have accepted the Premises, and to have acknowledged that the same is then in the condition called for by this Sub-Lease and is fit for operation as office space.

1.3 Quiet Enjoyment. Except as expressly provided under this Sub-Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms, and conditions of this Sub-Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 2) of this Sub-Lease, without hindrance by Landlord, or any person or persons claiming through Landlord.

1.4 Surrender of the Premises and Equipment. Upon the expiration or termination of the Term of this Sub-Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear and obsolescence excepted. Tenant shall remove all movable fixtures, all equipment, and all personal property in, on, or about the Premises. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

ARTICLE 2 TERM

2.1 Commencement and Duration. The term ("Term") of this Sub-Lease shall commence as of July 1, 2020 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Sub-Lease or by operation of law), on June 30, 2021.

2.2 Inability to Use Premises. If any law or regulation of any governmental entity prohibits Tenant from using the Premises as provided herein, Tenant may elect to terminate this Lease on thirty (30) day written notice to Landlord specifying the governmental entity and the law and/or regulation thereof that prohibits its use of the Premises.

ARTICLE 3 RENT

3.1 Rent Payment. Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided in this Article 3.

3.2 No Security Deposit. Landlord and Tenant acknowledge and agree that Tenant is not required to post a security deposit for the lease of the Premises pursuant to this Lease.

3.3 Monthly Rent. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, FIVE HUNDRED DOLLARS (\$500.00) per month during the Term, in lawful money of the United States ("Monthly Rent"). Rent shall be due on the 1st of each month, unless the 1st of the month is a Friday, Saturday, Sunday, or a holiday when Duarte City Hall is closed for business, in which case the Rent shall be due on the immediately succeeding business day.

3.4 Payment. All payments required to be made by Tenant to Landlord under this Sub-Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Duarte" and delivered to the City at 1600 Huntington Drive, Duarte, California 91010, Attn: Director of Administrative Services. Landlord may designate in a written notice to Tenant any change to the above.

3.5 Late Charges; Sub-Lease Termination. Any Rent not paid to Landlord within ten (10) days of the due date under this Sub-Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord. Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and

costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Sub-Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to timely pay any Rent for three (3) consecutive months, or four (4) months during any twelve (12) month period, shall be deemed a material and incurable default under this Sub-Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Sub-Lease upon sixty (60) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Sub-Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

3.6 Utility and Services. All utilities including telephone, cable television, gas, water, electricity, and internet service will be directly billed to and paid for by Tenant.

ARTICLE 4 INDEMNIFICATION & LIENS; INSURANCE

4.1 Indemnification; Liens. Tenant shall at all times indemnify, defend, and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien). Tenant shall not be responsible for any damages or liabilities to the extent caused by the negligence or willful misconduct of Landlord or any of its officers, officials, employees, agents, or representatives acting in an official capacity. The foregoing shall survive the expiration or earlier termination of this Sub-Lease as to claims arising or accruing prior to the expiration or termination of this Sub-Lease.

4.2 Insurance.

4.2.1 Insurance Coverage Requirements; Evidence of Insurance. Without limiting Tenant's indemnification obligations as set forth in this Sub-Lease, Tenant shall procure and maintain, at its sole cost and expense, during the entire term of this Sub-Lease the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence; (b) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law; and (c) Property Casualty Insurance covering the Premises against loss or damage by fire and perils commonly covered under the standard extended coverage endorsement for not less than the "full replacement cost" thereof including all improvements, fixtures, alterations, additions, and changes made by Tenant including fixtures. All of the insurance policies except the Worker's Compensation policies, shall be endorsed to name Tenant and its officers, officials, employees, agents, and representatives as additional insureds. Tenant shall not possession nor occupy the Premises until Tenant has provided Landlord with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by Landlord. Certificates are to reflect that the insurer will provide 30 days written notice to Landlord of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any

reason, Tenant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section. Tenant agrees to provide immediate written notice to Landlord of any claim or loss against Tenant. Landlord 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 Landlord.

4.2.2 Tenant's Personal Property. Tenant acknowledges and agrees that Landlord is not responsible or liable for insuring any loss caused to Tenant's personal property in, on, or about the Premises, and that Landlord hereby advises Tenant to obtain its own insurance coverage for Tenant's personal property.

4.2.3 Damages for Failure to Provide Insurance. This Section 4.2.3 is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 4. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Sub-Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Sub-Lease giving rise to Landlord's right, in its sole discretion, to terminate this Sub-Lease.

ARTICLE 5 USE OF THE PREMISES

5.1 Permitted Use. The Premises shall be used only for the purpose of conducting Tenant's business. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all applicable law and the terms and conditions of this Lease.

5.2 Prohibited Uses. Tenant shall not use, or allow use of, the Premises for any activity other than as office space for its business without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Sub-Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 Signage. No signs of any kind shall be displayed unless approved by Landlord's Architectural Review Board. Landlord may require removal or refurbishment of any sign previously approved.

5.4 Compliance with Building Rules and Regulations. Tenant agrees to comply with all rules and regulations of Landlord with respect to the Property as now existing or as may be imposed during the Term (provided that any rules or regulations imposed after the commencement of the Term shall apply to Tenant only to the extent such rules and regulations do not materially interfere with Tenant's use of the Premises).

5.5 Compliance with Laws. Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Sub-Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.6 Alterations. Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent. Any alterations to the Premises shall be done according to the law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's Interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may require, at termination of the Term, that any improvement not approved by Landlord be removed at Tenant's expense. Surrender and restoration of the Premises by the Tenant shall include the removal of any Tenant exterior signage, restoration of any other improvements bearing the Tenant's name, logo or similar identifying features to their original appearance.

ARTICLE 6 DAMAGE OR DESTRUCTION

If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right, in its sole and absolute discretion, to determine whether to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's invitee, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 No Tenant Subletting Without Landlord's Prior Written Consent. Tenant may not assign or sublet all or any portion of its interest in this Sub-Lease without Landlord's prior written consent, which may be withheld by Landlord in its sole and absolute discretion.

7.2 Assignment of Landlord's Interest in Sub-Lease or the Sub-Leased Premises. Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Sub-Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Sub-Lease. Landlord agrees to pay for all pass-through costs that may be associated with the Triple Net lease i.e. common area maintenance, property taxes, etc. With the exception of the aforementioned items, Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

ARTICLE 8

PERFORMANCE OF TENANT'S COVENANTS

8.1 Right of Performance. If Tenant shall at any time fail to pay any assessment, fee or other charge in accordance with this Sub-Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Sub-Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Sub-Lease, then Landlord, after ten (10) days' written notice as to payments of Rent, and with ninety (90) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

8.1.1 Pay for and maintain such insurance policies provided for, or

8.1.2 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

8.2 Reimbursement and Damages. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Sub-Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

ARTICLE 9

HAZARDOUS MATERIALS

9.1 Landlord's Representations and Warranties. Except as identified by Landlord in writing to Tenant as known Hazardous Materials or adverse environmental conditions prior to

the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property. As used in this Sub-Lease the term "Hazardous Materials" shall mean (a) any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), (b) petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited, or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources, and (c) mold.

9.2 No Use by Tenant of Hazardous Materials on the Premises. Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance, or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

9.3 Notice and Remediation by Tenant. Tenant shall, within five (5) days of such occurrence, or immediately in cases of imminent threat of injury to life or property, notify Landlord of any release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Sub-Lease.

9.4 Environmental Indemnity. Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its officers, officials, employees, agents, representatives, and volunteers from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition, or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises during the Term, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Sub-Lease. This indemnification supplements and in no way limits the scope of any other indemnification set forth in this Lease.

9.5 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which

Tenant has as of the Effective Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

9.6 Termination. The agreements and obligations of Tenant under this Article 9 with regard to indemnification of Landlord shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Tenant within such period.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

10.1 Landlord's Representations and Warranties. Landlord represents and warrants to Tenant as follows: (a) Landlord is duly organized under the laws of the State of California and has full right and authority to enter into this Lease and to perform all of Landlord's obligations under this Lease; and (b) Tenant, upon performing and complying with all covenants, agreements, terms, and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises throughout the Term.

10.2 Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as follows: (a) Tenant has examined the Premises and finds that it is fit for use as office space in accordance with this Lease; (b) Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the operation of office space contemplated by this Lease; (c) Tenant is duly organized under the laws of the State of California and has the right, power and authority to enter into this Sub-Lease and to perform all the obligations of Tenant hereunder.

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

11.1.1 Events of Default by Tenant. Any one or all of the following events after ninety (90) days written notice to Tenant from Landlord, unless a shorter period is specified below, shall constitute an Event of Default by Tenant hereunder:

(a) If Tenant shall default in the payment of any Monthly Rent or Additional Rent or other charges when and as the same becomes due and payable and such default shall continue for more than ten (10) days after Landlord shall have given written notice thereof to Tenant; or

(b) The abandonment or vacation of the Premises by Tenant; or

(c) The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "Assignee"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law;

or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant or any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law, or consent by Tenant or any such Assignee to the entry of any order for relief in any voluntary or involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or

(d) If Tenant shall default in the performance of or compliance with any other material term, covenant or condition of this Lease and if Tenant shall fail to cure such default within ninety (90) days after receipt of written notice thereof from Landlord, or, if the default is of such character as to require more than ninety (90) days thereof to cure and Tenant shall fail to commence such cure within such ninety (90) day period and thereafter failure to use reasonable diligence to cure such default.

11.1.2 Events of Default by Landlord. If Landlord shall default in the performance of or compliance with any material term, covenant or condition of this Lease and if Landlord shall fail to cure such default within ninety (90) days after receipt of written notice thereof from Landlord, or, if the default is of such character as to require more than ninety (90) days thereof to cure and Landlord shall fail to commence such cure within such ninety (90) day period and thereafter failure to use reasonable diligence to cure such default.

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

(a) General. If an Event of Default of Tenant shall occur and such default not be cured within the time required as set forth above, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Sub-Lease and bring suit against Tenant and recover as an award in such suit the following: (a) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination; (b) (ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sub-Lease or which in the ordinary course of things could be likely to result therefrom; and (e) such amounts in

addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

(b) Landlord's Right to Re-Enter. If an Event of Default of Tenant occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. The foregoing right shall be exercised in accordance with, and shall be subject to the provisions, of California law.

(c) Landlord's Right to Re-Let. If an Event of Default of Tenant occurs, Landlord shall also have the right, with or without terminating this Sub-Lease, to re-let the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Sub-Lease, then rentals received by Landlord from such reletting shall be applied as follows: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

(d) Re-Entry or Re-Letting Not Election to Terminate. No reentry or re-letting of the Premises by Landlord pursuant to this Sub-Lease, shall be construed as an election to terminate this Sub-Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Sub-Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of

any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

11.2.2 Remedies Available to Tenant. If an Event of Default of Landlord shall occur and such default not be cured within the time required as set forth above, then in addition to any other remedies available to Landlord at law or in equity, Landlord may terminate this Lease and bring suit against Tenant and recover as an award in such suit Tenant's actual monetary damages resulting from Landlord's uncured default. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be entitled to economic or consequential damages or to punitive damages from Landlord.

11.3 Effect on Indemnification. Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Sub-Lease.

ARTICLE 12. ENTRY BY LANDLORD

Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of (a) inspecting the same, (b) determining whether Tenant is complying with the terms of this Sub-Lease, (c) to do any necessary maintenance or repairs and to make any restoration to the building and/or other improvements on the Property, and (d) to serve, post, or keep posted any notices, (e) to show the Property to prospective other tenants, and/or (f) to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Sub-Lease or any other lawful purpose (but nothing contained in this Sub-Lease shall create or imply any duty on the part of Landlord to make any inspection or do any work). No such entry shall constitute an eviction of Tenant.

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that the Property's off-street parking consist of a shared parking lot adjacent to the entry door of the building on the Property. Tenant shall have no designated spaces in such lot and shall share such lot and all related off-street parking improvements in common with all other lawful uses of same. Tenant shall conform to all rules and restrictions on the use of such parking facilities as Landlord may be required to comply with under its lease for the Property. (See Exhibit A) To the extent Tenant and Tenant's invitees use any available on-street parking, they shall comply with all applicable City of Duarte Parking regulations.

13.2 Storage of Personal Property. Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

ARTICLE 14 REPAIRS AND MAINTENANCE

14.1 Landlord Responsibilities. Landlord shall maintain in good condition, at its cost, the following: (a) the structural parts of the building on the Property, which shall include the foundations, bearing and exterior walls, subflooring, and roof; (b) the unexposed electrical, plumbing, and sewage systems that are part of the building; and (c) heating, ventilating, and air condition systems serving the building.

14.2 Tenant Responsibilities. Tenant shall maintain in good, clean, and sanitary condition, at its cost, the Premises, the two bathrooms nearest to the Premises, and the hallway adjacent to the Premises. The other area to be used by Tenant from time to time is the non-exclusive use of the "breakroom" in the building for occasional meetings, food/beverage storage and use, and other uses typical for such space. Tenant shall keep the breakroom clean to the extent of Tenant's use, but Tenant shall not be responsible for maintenance of the breakroom due to any other tenant's use. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant. If at any time during the Term, the Tenant fails to maintain or repair the Premises or Property as required herein, Landlord may, but shall not be required, to perform the maintenance or make the repairs or replacements for the account of the Tenant; any sums expended by the Landlord in so doing, together with an administrative charge of ten percent (10%), shall be deemed immediately due from the Tenant on demand of the Landlord.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 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, or (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, or (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 written notice:

If to Landlord:	City of Duarte City Manager's Office 1600 Huntington Drive Duarte, CA 91010
If to Tenant:	Duarte Chamber of Commerce PO Box 1438 Duarte, CA 91009 Attn: President/CEO

Notices personally delivered or delivered a delivery services shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the

United States Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

15.2 Litigation Matters. In the event of any litigation arising between Landlord and Tenant arising from or related to this Lease, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Lease. Service of process on Landlord shall be made in the manner required by law for service on a public entity. Service of process on Tenant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California

15.3 Successors. All of the rights and obligations of Landlord and Tenant under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the respective parties.

15.4 Covenant Against Discrimination. Tenant herein covenants by and for itself and its heirs, executors, administrators and assigns, and all persons claiming under or through it or them, and this lease is made and accepted upon and subject to the following conditions: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

15.5 Nonliability Of City Officers And Employees. No officer, official, employee, agent, representative, or volunteer of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or to its successor, or for breach of any obligation of the terms of this Lease by Landlord.

15.6 Administration of Lease. Landlord's City Manager and Tenant's President/CEO shall represent Landlord and Tenant, respectively, in all matters pursuant to the administration of this Lease. Tenant's communications with Landlord shall be routed through the City Manager and authorized City staff.

15.7 Interpretation; Governing Law. This Sub-Lease shall be construed according to its fair meaning and as if prepared by both parties hereto. This Sub-Lease shall be governed by the internal laws of the State of California without regard to principles of conflicts of law.

15.8 No Broker's or Finder's Fee. Landlord and Tenant each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to this lease and each shall indemnify, defend, and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees,

resulting from any claims or fees or commissions, based upon agreements by it to pay a broker's commission and/or finder's fee.

15.9 No Relocation Assistance or Benefits. Tenant acknowledges and agrees that (a) Tenant is a "post-acquisition tenant" pursuant Section 6034(b) of Title 25 of the California Code of Regulations, and (b) upon the expiration or earlier termination of the Term, that neither it or any successor shall be entitled to, and Tenant, on behalf of itself and its successors, hereby waives any right or entitlement to, any relocation benefits or assistance under California or federal law.

15.10 Entire Agreement; Amendment. This Sub-Lease is the entire agreement between, and final expression of, Landlord and Tenant and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Sub-Lease. Except as otherwise provided herein, no amendment to this Sub-Lease shall be binding unless in writing and signed by the parties hereto.

15.11 No Waiver By Landlord or Tenant. To the extent permitted by applicable law, no failure by Landlord or Tenant to insist upon the strict performance of any term hereof by the other, or to exercise any right, power or remedy consequent upon a default under this Sub-Lease, and no acceptance of Rent during the continuance of any such default (the foregoing applicable only to Landlord), shall constitute a waiver of any such default or of any such term. No waiver of any default by Landlord or Tenant, as applicable, shall affect or alter this Sub-Lease, which shall continue in full force and effect, or shall affect or alter the rights of Landlord or Tenant, as applicable, with respect to any other then existing or subsequent default by the other party.

15.12 Severability. If any term of this Sub-Lease or any application thereof shall be invalid or unenforceable, the remainder of this Sub-Lease and any other application of such term shall not be affected thereby.

15.13 No Holding Over Without Landlord's Written Consent. In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Sub-Lease, such holding over or continued possession shall create a tenancy for month to month but only upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

15.14 Joint and Several Liability. In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

15.15 Time of the Essence. Time is of the essence of this Sub-Lease and all of the terms, provisions, covenants and conditions hereof.

15.16 Counterparts. This Sub-Lease may be executed in two counterparts, each of this, when this Sub-Lease has been signed by both Landlord and Tenant, shall be deemed on and the same instrument.

[END—SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be entered into as of the Effective Date.

CITY OF DUARTE

Samuel Kang, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, Executive Director/CEO



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): February 8, 2017

Alan and Joan Dianogly

("Landlord") and

City of Duarte a California municipal corporation

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1735 Huntington Dr. Duarte CA 91010 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) March 1, 2017 ("Commencement Date"). (Check A or B):

- ☒ A. Lease: and shall terminate on (date) February 28, 2020 at 12:00 ☒ AM ☐ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- ☐ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- ☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum 1

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- ☒ (1) \$ 1,600.00 per month, for the term of the agreement.
- ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- ☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
- ☐ (4) In accordance with the attached rent schedule.
- ☐ (5) Other: _____.

- B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.

- C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

- B. Payment: Rent shall be paid to (Name) Ludecke Property Mgmt Inc at (address) 20 E Foothill Blvd, Suite 105, Arcadia CA 91006, or at any other location specified by Landlord in writing to Tenant.

- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 1,600.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (AL) (_____)

Tenant's Initials (JD) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Century 21 Ludecke, 20 E. Foothill Blvd. STE: 105 Arcadia, CA 91006
Century 21 Ludecke

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Phone: 626.445.0132x07

Fax: 626.445.9612

1735 Huntington

Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>03/01/2017</u> To <u>03/31/2017</u> Date Date	\$ <u>1,600.00</u>	\$ _____	\$ <u>1,600.00</u>	_____
B. Security Deposit	\$ <u>1,600.00</u>	\$ _____	\$ <u>1,600.00</u>	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>3,200.00</u>	\$ _____	\$ <u>3,200.00</u>	_____

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____
14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____
- OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as _____
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (a) (_____)

Tenant's Initials (JF) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

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1735 Huntington



Date February 8, 2017

Premises: 1735 Huntington Dr, Duarte CA 91010

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemnor. All condemnation proceeds, exclusive of those allocated by the condemnor to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, ~~Tenant shall carry~~ (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. ~~Tenant's insurance shall name Landlord and Landlord's agent as additional insured.~~ Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
- Landlord's Initials () ()
Tenant's Initials () ()

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1735 Huntington



Subtenant
Chamber
City's
Chamber

N/A

Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
35. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____

Tenant's Initials _____

Landlord's Initials _____

Tenant's Initials (_____) (_____) _____

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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1735 Huntington



Date February 8, 2017

Premises: 1735 Huntington Dr, Duarte CA 91010

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Ludecke Property Mgmt
20 E Foothill Blvd Suite 105
Arcadia CA 91006

Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

All tenant improvements are to be at the expense of the lessee.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☒ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (a) (_____)

Tenant's Initials (JH) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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1735 Huntington



Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant City of Duarte - Chamber of Commerce Date 2/22/17

(Print name) 1600 Huntington Drive City Duarte State CA Zip 91010
Address Chall 91 Date 3/1/17

Tenant Darrell George
(Print name) 1600 Huntington Drive City Duarte State CA Zip 91010
Address

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
Guarantor _____ State _____ Zip _____
Address _____ City _____ E-mail _____
Telephone _____ Fax _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord 20 B Foothill Blvd Ste 105 Date 2/22/17
(owner or agent with authority to enter into this agreement) City Arcadia State CA Zip 91008
Address

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement) City _____ State _____ Zip _____
Address

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____ Date _____
By (Agent) _____ State _____ Zip _____

Address _____ City _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____ Date _____
By (Agent) _____ State _____ Zip _____

Address _____ City _____
Telephone _____ Fax _____ E-mail _____

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CL REVISED 12/15 (PAGE 6 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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**COMMERCIAL LEASE CONSTRUCTION
ACCESSIBILITY ADDENDUM**
(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated 2/8/17 is referred to as "Landlord"
in which Alan and Dana Djanosly
and City of Orange a California municipal corporation is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☐ have not been inspected by a Certified Access Specialist (CASp).
B. If the Premises have been inspected by a CASp,
(1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
(2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of
Tenant ☐ Landlord ☐ Other _____

Tenant (Signature) [Signature] Date 2-22-17
Tenant (Print name) _____ Date _____
Tenant (Signature) _____ Date _____
Tenant (Print name) _____ Date 2/22/17
Landlord (Signature) [Signature] Date _____
Landlord (Print name) Chert Ludecke Date _____
Landlord (Signature) _____ Date _____
Landlord (Print name) _____

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COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

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OPTION(S) TO EXTEND STANDARD LEASE ADDENDUM

Dated February 8, 2017

By and Between (Lessor) Alan and Joan Djanogly

By and Between (Lessee) City of Duarte

1735 Huntington Dr
Address of Premises: Duarte Ca 91010

Paragraph 2c

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for 3 additional 12 month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 1 but not more than 3 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:
(Check Method(s) to be Used and Fill In Appropriately)

- ☐ I. Cost of Living Adjustment(s) (COLA)
a. On (Fill in COLA Dates):

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☒ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

ca
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PAGE 1 OF 3

JD
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FORM OE-4-04/14E

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Century 21 Ludecke

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c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ II. Market Rental Value Adjustment(s) (MRV)

a. On (Fill in MRV Adjustment Date(s)) _____

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e. the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

- 1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
- 2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☒ III. Fixed Rental Adjustment(s) (FRA)

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

March 1, 2020
March 1, 2021
March 1, 2022

The New Base Rent shall be:

\$2,000.00
\$2,060.00
\$2,122.00

☐ IV. Initial Term Adjustments.

The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.


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B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.
Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.


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FORM OE-4-04/14E

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MEMORANDUM

TO: Mayor and Councilmembers

FROM: Dan Jordan, City Manager

DATE: August 20, 2020

SUBJECT: Conference Attendance – City Council Meeting of August 25, 2020



California Contract Cities Association
Virtual Fall Educational Summit
September 3, 10, 17, 24, 2020
Online

(No cost to attend sessions)



[Home](#) / [Events](#) / [Fall Conference](#)

Contract Cities Family,

Join us for our first-ever Virtual Fall Educational Summit. We will be covering some very timely topics and, best of all, there's no cost! Spend your lunch with us over four weeks in September to sharpen your skills and increase your knowledge of important issues we are all facing.

To register for each session, simply click on each of the individual flyers below. You will receive a confirmation email for each session after you complete your registration.

As always, Contract Cities events, meetings, and educational sessions are for current members only. Kinda like the jackets from the 80's, but cooler.

Please note, you must register for each session separately. We hope to see you all there!



PROJECT ROOMKEY AND PROJECT HOMEKEY UPDATES

THURSDAY 3rd, 2020
SEPTEMBER 12:00 PM 



CONTRACT LAW 101

THURSDAY 10th, 2020
SEPTEMBER 12:00 PM 



EMPLOYER RISK MANAGEMENT IN THE COVID-19 ERA

THURSDAY 17th, 2020
SEPTEMBER 12:00 PM 



NOVEMBER BALLOT DISCUSSION

THURSDAY 24th, 2020
SEPTEMBER 12:00 PM 

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AGENDA REPORT

MEETING DATE: August 25, 2020

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Consideration of withdrawal from the Foothill Workforce Development Board

RECOMMENDATION: Authorize the City Manager to investigate withdrawal from the Foothill Workforce Development Board and alternative Workforce Development Board options.

FISCAL IMPACT: Cities do not administer Workforce Innovation and Opportunity Act funds directly, so there is no fiscal impact to the City. However, it is anticipated that participation in a different Workforce Development Board could result in benefitting Duarte residents more directly.

BACKGROUND

The Foothill Workforce Development Board (FWDB) is a Joint Powers Authority (JPA) between the Cities of Arcadia, Duarte, Monrovia, Pasadena, Sierra Madre, and South Pasadena. The FWDB receives federal funding through the Workforce Innovation and Opportunity Act (WIOA) to provide job skills education, job training and placement, and overall workforce development. In addition to WIOA funds, FWDB secures competitive grants to support workforce development activities, often line-itemed for specific populations, e.g. veterans and the Youth at Work program. The City of Pasadena is the fiscal agent and administrator of these funds with input from FWDB Board Members comprised of local business and community organization leaders, and a Policy Board of elected government officials from the representative cities. Mayor Sam Kang sits on the Policy Board of FWDB for the City of Duarte.

The most recent JPA renewal process was executed by participant cities in 2017. Despite membership in the JPA, the tangible benefits for residents in Monrovia, Arcadia, and Duarte have come into question. Many years ago, Duarte youth participating in the City's summer intern program received funding through FWDB, but when FWDB changed the parameters of that funding, the City and DUSD partnered together to fund the program. The City of Duarte had also arranged with FWDB to have their mobile unit hold office hours in the City twice a month. After one occurrence, the COVID-19 pandemic forced the program to be suspended. Aside from these programs, no significant efforts for the Duarte workforce can be documented.

DISCUSSION/ANALYSIS

Recently, the City of Monrovia analyzed the benefits of membership in the FWDB with the

conclusion that the return for participant cities, other than Pasadena, is questionable. The City of Monrovia also explored the possibility of opting out of this arrangement and seeking a more localized agreement that would include the Cities of Monrovia, Arcadia, and Duarte (MAD Cities), given that the workforce needs and interests in this region may be more aligned than those in Pasadena. The City of Monrovia took a staff report to their City Council on August 4, 2020. This report uses data provided by FWDB to Monrovia on March 3, 2020. The City of Arcadia took a staff report to their City Council on August 18, 2020, citing the Monrovia report as the data source. It should be noted that the City of Arcadia changed the original recommendation of withdrawing from the FWDB to authorization for further investigation and research into the topic. As FWDB has come to learn that the MAD Cities are examining their Workforce Development Board options, new data, including different WIOA allocation numbers were sent to some of the participant cities. A prevailing point of concern for the MAD Cities has been inconsistency of information and question of transparency.

The information sent from FWDB sent on August 13, 2020 states that of the overall allotment of WIOA funds of \$1,454,590, the City of Pasadena receives \$832,645 (57.2%) of the funds while the MAD Cities receive \$496,253 (34%). This is despite the fact that Pasadena has 48.3% of the population of the group while the MAD cities represent 39.2%. Also concerning in the August 12th document is that for FY 2019-20, only three Duarte residents were enrolled in services through FWDB, despite WIOA allocations of \$57,488 in youth development, \$42,102 in adult development, and \$38,524 in dislocated worker services for Duarte. On May 27, 2020, the State of California Employment Development Department issued an award to the FWDB for WIOA Youth funding in the amount of \$501,323 with a term of April 1, 2020 through June 30, 2022. It is unclear how these funds will be dispersed among the FWDB cities.

Given that FWDB is stated to be representing six cities, it would stand to reason that some outside competitive grants may also benefit residents from the participant cities. It is unclear if and how non-WIOA dollars, such as the COVID-19 Employment Recovery National Dislocated Worker Grant funds, might be benefitting the residents of participant cities. On June 9, 2020, the State of California Employment Development Department issued an award and distributed a subgrant agreement to the FWDB for COVID-19 Employment Recovery National Dislocated Worker Grant funding in the amount of \$525,000 with a term of April 10, 2020 through March 31, 2022.

The City of Monrovia is recommending that the MAD Cities opt out of the JPA and form a new memorandum of understanding to bring WIOA resources to this region. This would be done officially through the Los Angeles County Workforce Development Board as the fiscal agent for the MAD Cities. The rationale is that this move would provide a more direct benefit to the MAD Cities as well result in more transparency and accountability for the allocated funds that are received. Monrovia's staff report provides suggested breakdowns for program allocations, but this would require vetting and discussion among the three cities. In order to withdraw, the Cities must submit a 90-day notice to the FWDB.

Although there is evidence to question the efficacy of FWDB's current workforce development programs in benefitting all participant cities equitably, City of Duarte staff believe there may be additional configurations and options of Workforce Development Boards for Council to consider prior to withdrawing from the FWDB.

Options for the City Council to consider:

1. Authorize the City Manager to investigate withdrawal from the Foothill Workforce Development Board and alternative Workforce Development Board options.
2. Work with the Cities of Monrovia and Duarte to withdraw from the FWDB and develop a MOU with these cities in the formation of a new group through the County program. This would include working with the City Attorney to develop the appropriate paperwork.
3. Remain in the current JPA with FWDB.

RECOMMENDATION

Staff recommends that the City Council approve option one, authorize the City Manager to investigate withdrawal from the Foothill Workforce Development Board and alternative Workforce Development Board options.

FISCAL IMPACT

Cities do not administer Workforce Innovation and Opportunity Act funds directly, so there is no fiscal impact to the City. However, it is anticipated that participation in a different Workforce Development Board could result in benefitting Duarte residents more directly.

ATTACHMENTS

Attachment A – City of Monrovia Staff Report, dated August 4, 2020

Attachment B – City of Arcadia Staff Report, dated August 18, 2020

Attachment C – City of Pasadena Staff Report, dated July 20, 2020

Attachment D – Foothill Employment & Training Connection Allocation vs Enrollments by City Fiscal Year 2019-20, sent August 13, 2020 by FWDB

Attachment E – Joint Powers Agreement with the FWDB



CITY COUNCIL AGENDA REPORT



DEPARTMENT: City Manager's Office

MEETING DATE: August 4, 2020

PREPARED BY: Dylan Feik, City Manager

AGENDA LOCATION: AR-3

TITLE: Consideration to withdraw from the Foothill Workforce Development Board

OBJECTIVE: Council discussion and provide direction to staff regarding City of Monrovia's participation on the Foothill Workforce Development Board and consideration to withdraw from the Foothill Workforce Development Board and join the Los Angeles County Workforce Development Board

BACKGROUND: The Cities of Arcadia, Duarte, Monrovia, Pasadena, Sierra Madre and South Pasadena are members of the Foothill Workforce Development Board ("FWDB"), a Joint Powers Authority which receives federal Workforce Innovation and Opportunity Act ("WIOA") funds for job skills assessment, basic education, job training, job placement, and community workforce development. The Cities of Monrovia, Arcadia and Duarte (collectively referred to as "MAD") have maintained cooperative working relationships as members of the FWDB. In years past, the City of Monrovia believes that our community, as well as those of Duarte and Arcadia, have been underserved by FWDB administration and operations, particularly in terms of job training for MAD residents and the equitable sharing of WIOA funds.

America's Job Centers of California ("AJCC") are centralized workforce development centers designed to administer WIOA funds in California. Workforce Development Boards provide WIOA funding to localized AJCCs to ensure localized workforce demands are met. The FWDB utilizes City of Pasadena staff to administer its FIOA funding and is located in Pasadena at 1207 E. Green Street, Pasadena, CA 91106. The FWDB also has stated in its 2017-2020 Local Plan that it has a "brick and mortar" AJCC located at the Monrovia Community Adult School and was submitted and approved by the California Workforce Development Board. The rationale of having an AJCC on the eastern edge of the FWDB region was to better serve MAD residents. Despite reporting the brick and mortar location and resource at the Community Adult School, the FWDB has failed to implement the terms of the Local Plan submitted to the State. Throughout FWDB's implementation of its 2017-20 Local Plan, the FWDB has provided \$0 in training funds for Monrovia Community Adult School to serve as an AJCC for MAD residents.

Current Fiscal Data

MAD has historically received far less funding for workforce development while MAD's workforce development needs continue to grow. Based on data that the FWDB reported out on March 3rd, 2020, MAD receives a sub-allotment of funds totaling \$422,726, or 26.5% of the total available sub-allotment of \$1,594,035, while Pasadena receives \$1,057,575 or 66.3% of those funds. Pasadena accounts for 48.3% of the regional population while MAD represents 39.2% of the population. This inequity in the allocation of training funds is stark and shown below:

WIOA Sub-allotments per City		% of subtotal funds	Population	% of population
Arcadia	\$156,144*	9.8%	56,610*	19.3%

AR-3

Duarte	\$116,004*	7.3%	21,527*	7.4%
Monrovia	\$150,578*	9.4%	36,715*	12.5%
Pasadena	\$1,057,575	66.3%	141,371	48.3%
Sierra Madre	\$26,504	1.7%	10,917	3.7%
South Pasadena	\$87,230	5.5%	25,611	8.7%
			292,751	
Subtotal	\$1,594,035	40.26%		
Administration Costs	\$2,364,987	59.74%		
Total Funding	\$3,959,022			
*MAD Total	\$422,726	26.5%	114,852	39.2%

Making this disparity far more serious, no reliable data supports FWDB's determination of these sub-allotments or, more important, how MAD residents benefitted from any WIOA funds. Despite multiple requests over numerous years, FWDB staff have never provided information requested by the City of Monrovia to explain how these sub-allotment allocations are determined. Going forward, equitable annual sub-allocations based on population must be adopted and maintained.

Training Outcomes

The above table demonstrates that the FWDB uses nearly 60% of its total budget for administrative expenditures to provide only 40% of its budget in actual training, a disproportionate amount of workforce funding that does not benefit MAD. MAD representatives have expressed interest in developing a Memorandum of Understanding ("MOU") which will bring in the resources of Monrovia Community Adult School to share costs, with the result being that 100% of FWDB funds will go directly to training MAD residents. As noted above, a MOU will control how the MAD AJCC will use WIOA funds allocated to the MAD cities. This MOU will provide complete transparency in the use of MAD AJCC funds, and will be revolutionary because 100% of the funding will go directly to job training for MAD residents.

MAD AJCC would use the funds for two training areas: on-the-job training for MAD in-school youth and job training for MAD residents in each of the four WIOA categories. MAD in-school youth would be funded by MAD AJCC for 10-12 weeks of On-the-Job Training with MAD employers. These employers and 60 youth would greatly benefit from this program at a cost of \$374,100 broken down as below:

City	No. In-School Youth Served	Approx. Cost for 10-12 Weeks per Student	Total
Arcadia	20	\$6,235	\$124,700
Monrovia	20	\$6,235	\$124,700
Duarte	20	\$6,235	\$124,700
	60	Total Funds Required	<u>\$374,100</u>

In addition to in-school youth on-the-job Training, MAD AJCC would provide job training by WIOA category to meet other performance outcomes of the WIOA. MAD AJCC is requesting \$422,720 to provide job training for an additional 225 individuals as shown below:

WIOA Category	Total Funds for Job Training	Tuition Leverage Amount	Total Amount for Training	Number Trained
Displaced Workers	\$117,420	\$32,280	\$149,700	60
Out of School Youth (18-24)	\$109,650	\$35,060	\$144,710	65
Veterans	\$94,390	\$21,180	\$115,570	40
Adult	\$101,260	\$44,020	\$147,880	60
Totals	\$422,720	\$132,540	\$555,260	225

Next Steps

Considering the historic complications and dissatisfaction with the FWDB, the cities of Monrovia, Arcadia and Duarte have approached the Los Angeles County Workforce Development Board to learn that MAD could be a sub-recipient of WIOA funding through the County program, retaining far more WIOA funds intended for our communities. MAD could enter into an MOU and outline how we would spend FIOA funds to benefit our residents. The cities of Arcadia and Duarte also are considering whether to withdraw from the FWDB and join the LAWDB which the City of Monrovia Council liaison, Larry Spicer, believes is in the best interest of the City. Withdrawing from the FWDB, along with Arcadia and Duarte, will provide enhanced workforce development, better outcomes and closer equitable allocation of funds to train the future workforces of Monrovia, Arcadia and Duarte. We also believe the transparency, communication and consistency will significantly improve beyond the current level of service.

Should the Council proceed, below is an estimated timeline –

- August 2020 – City Councils of Monrovia, Arcadia and Duarte consider withdrawal of the FWDB at regular meetings.
- September 2020 – the Los Angeles County WDB will consider acceptance of MAD into their JPA.
- Oct/Nov 2020 – 30 days are provided for public comment prior to MAD being accepted into the LA WDB.

FISCAL IMPACT: The net impact of this item is \$0, although the City expects to see increased WIOA funding allocated directly to Monrovia once it becomes member of the LA County WDB JPA.

ENVIRONMENTAL IMPACT: There are no environmental impacts associated with this report.

OPTIONS: The following options are presented for City Council consideration:

- 1) Authorize withdrawal from the Foothill Workforce Development Board; approve the City of Monrovia's application to join the Los Angeles County Workforce Development Board; direct the Council Liaison (Spicer), city manager and city attorney to prepare necessary documents and application in a format approved by the city attorney, and; return to City Council for future approvals of MOUs, JPAs, and other necessary legislative approvals.
- 2) Seek clarification or further detail on specific items, and refer them to staff for additional analysis or research.
- 3) Reject the proposed resolution

RECOMMENDATION: Staff recommends that the City Council adopt option 1.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to authorize withdrawal from the Foothill Workforce Development Board; approve the City of Monrovia's application to join the Los Angeles County Workforce Development Board; direct the Council Liaison (Spicer), City Manager and City Attorney to prepare necessary documents and application in a format approved by the City Attorney, and return to City Council for future approvals of any Memorandum of Understanding, Joint Power of Authority agreement, and other necessary legislative approvals.



STAFF REPORT

Development Services Department

DATE: August 18, 2020

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Tim Schwehr, Senior Management Analyst

SUBJECT: CONSIDERATION OF WITHDRAWAL FROM THE FOOTHILL
WORKFORCE DEVELOPMENT BOARD
**Recommendation: Authorize the City Manager to Withdraw and Join
County Program**

SUMMARY

The Cities of Arcadia, Duarte, Monrovia, Pasadena, Sierra Madre, and South Pasadena are members of the Foothill Workforce Development Board ("FWDB"), which receives federal funds to provide job skills development, job training and placement, and overall workforce development. Recently, the City of Monrovia analyzed the benefits of membership in the FWDB, as there has been questionable local return for cities, other than Pasadena, within this arrangement. The City of Monrovia has also explored the possibility of opting out of this agreement and seeking a more localized agreement that would include the Cities of Arcadia and Duarte. It is recommended that the City Council authorize the City Manager to withdraw from the FWDB and join the County of Los Angeles program along with Monrovia and Duarte.

BACKGROUND

The FWDB is a Joint Powers Authority ("JPA") which receives federal funding through the Workforce Innovation and Opportunity Act ("WIOA"). The WIOA provides funds to local, centralized workforce development centers designed to meet local needs. The FWDB utilizes City of Pasadena staff to administer the program at a facility located on Green Street in Pasadena. Although the local plan calls for a second center on the eastern portion of the region (in Monrovia at the Monrovia Community Adult School), this has not been established and funding has not been allocated to this facility. The vast majority of the focus of the funding and the programs are targeted in the City of Pasadena, which is the grant recipient and fiscal agent for the program.

The Cities of Monrovia, Arcadia, and Duarte have maintained relationships with the FWDB for a number of years. The most recent JPA renewal process was executed by the

City in 2017. The FWDB has a Policy Board and representation from each of the member cities. Mayor Pro Tem Tay is the City's representative.

Despite the City's membership in the JPA, tangible benefits from the program have not been realized. Members of the Economic Development staff have been involved intermittently in meetings or workshops, but no significant efforts for the Arcadia workforce can be documented. Various staff members from the FWDB have reached out over time, and programs have been discussed, but there has been a lack of continuity in these efforts.

DISCUSSION

As mentioned, the City of Monrovia has completed a detailed analysis into the provision of funding and status of the FWDB and its benefit to the Cities of Monrovia, Arcadia, and Duarte ("MAD" Cities). It should be noted that Arcadia and Duarte staff are utilizing the work done by Monrovia staff and are reliant on the numbers provided by Monrovia. Please see the August 4, 2020, Staff Report by Monrovia City Manager Dylan Feik for the full analysis of the program (Attachment No. 1).

The report states that of the overall allotment of WIOA funds of \$1,594,035, the City of Pasadena receives \$1,057,575 (66.3%) of the funds while the MAD Cities receive \$422,726 (26.5%). This is despite the fact that Pasadena has 48.3% of the population of the group while the MAD cities represent 39.2%. While this discrepancy is a significant issue in and of itself, the report goes on to state that there is no documentation that the funding allocated to any of the MAD Cities has actually gone toward training residents in those communities. This is supported by the experience of the Arcadia Economic Development Division, in that no reporting along these lines has been received. In addition, the report goes on to state that the program uses nearly 60% of its budget for administrative expenditures and only 40% for actual training and services, an unusually low amount.

The City of Monrovia is recommending that the MAD Cities opt out of the JPA and form a new memorandum of understanding to bring the resources of a local workforce development center (the Monrovia Community Adult School) to receive and administer funds. This would be done officially through the Los Angeles County Workforce Development Board, who has said they would pass the funding from MAD Cities directly to the newly formed MAD group. The rationale is that this move would provide a more direct benefit to the MAD Cities as well as provide transparency and accountability for the allocated funds that are received. The recommendation is that funds should be used for on-the-job training for in-school youth as well as for displaced workers, veterans, and adults. Monrovia's staff report goes on to provide suggested breakdowns for how the money would be allocated and expended, but all of this would be vetted and discussed if this was a collective move that the three cities ultimately make. Based on a review of the anticipated process and funding expenditures, it is anticipated that creating a local MOU would lead to more direct benefits to Arcadia residents through this program.

In order to withdraw, the Cities must submit a 90-day notice to the FWDB.

Options for the City Council to consider include the following:

1. Stay in the existing JPA and reach out to administrative staff in Pasadena to gain a greater understanding as to how allocated funding reaches Arcadia residents and is implemented.
2. Work with the Cities of Monrovia and Duarte to withdraw from the FWDB and develop a MOU with these cities in the formation of a new group through the County program. This would include working with the City Attorney to develop the appropriate paperwork to opt-out.

It is recommended that the City Council approve Option No. 2 above and authorize the City Manager to withdraw from the FWDB.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), under Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

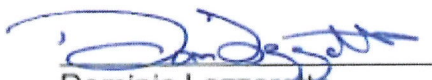
FISCAL IMPACT

There is no identified fiscal impact from either staying in the FWDB as a member of the JPA or opting out to join a more local group of the MAD Cities. However, it is anticipated that by joining a local group, more of the funding allocated to Arcadia will benefit Arcadia residents directly.

RECOMMENDATION

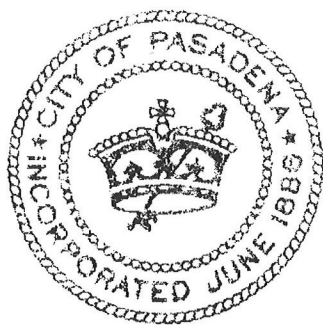
It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and authorize the City Manager to withdraw from the FWDB and join the County of Los Angeles Program along with the Cities of Monrovia and Duarte.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: City of Monrovia Staff Report, dated August 4, 2020
Attachment No. 2: Joint Powers Agreement with the FWDB



Agenda Report

July 20, 2020

TO: Honorable Mayor and City Council

THROUGH: Finance Committee (July 9, 2020)

FROM: Office of the City Manager – Career Services Division

SUBJECT: **RECOGNIZE REVENUE AND APPROPRIATE FUNDS OF \$1,876,323 TO THE FISCAL YEAR 2021 OPERATING BUDGET FOR THE ACCEPTANCE OF THE STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT GRANT FUNDS AND APPROVAL OF A CONTRACT AMENDMENT WITH THE SOUTHBAY WORKFORCE INVESTMENT BOARD TO PROVIDE INDIVIDUAL TRAINING ACCOUNT SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

- 1) Find that the proposed actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 21065 of CEQA and Sections 15060 (c)(2), 15060 (c)(3), and 15378 of the State CEQA Guidelines and, as such, no environmental document pursuant to CEQA is required;
- 2) Authorize the City Manager to enter into a contract between the City of Pasadena (administrative entity for the Foothill Workforce Development Board) and the State of California Employment Development Department for the receipt of:
 - a. Workforce Innovation and Opportunity Act Youth Program Year 2020-21 grant funds in the amount of \$501,323.00 over a 27-month term; and
 - b. COVID-19 Employment Recovery National Dislocated Worker Grant funds in the amount of \$525,000.00 over a 24-month term; and
 - c. Additional Assistance Underserved COVID-19 Impacted Individuals grant funds in the amount of \$450,000.00 over a seven-month term; and

- d. Regional Planning Implementation 3.0 grant funds in the amount of \$400,000.00 over an 18-month term; and
- 3) Authorize the City Manager to enter into a contract amendment between the City of Pasadena (administrative entity for the Foothill Workforce Development Board) and the South Bay Workforce Investment Board (administrative entity for the City of Inglewood), for an increase of \$360,000 for a new contract amount not to exceed \$2,860,000.
- 4) Amend the Fiscal Year 2021 Career Services Division Operating Budget to recognize revenues in the amount of \$1,876,323 and appropriate expenditures in the amount of \$2,236,323.

BACKGROUND:

The City of Pasadena is part of the six city Joint Powers Authority that is known as the Foothill Workforce Development Board (Foothill WDB). This partnership includes the cities of South Pasadena, Sierra Madre, Arcadia, Monrovia, and Duarte. As the largest city in this partnership, Pasadena has maintained the role as the administrative agent. Pasadena provides staff and support resources to the JPA. With the exception of modest administrative overhead costs, the Foothill WDB operating budget is fully funded by a series of Federal, State and Local Grants that are allocated to support workforce programs for the under and unemployed. Programs for laid-off workers, veterans, youth, the disabled and those previously incarcerated are among the primary activities. The Foothill WDB operates the One Stop Center located at 1207 East Green Street, Pasadena, CA 91106. Services offered at the One Stop Center include career training information, career assessment, job search workshops, case management, youth and adult work experience, skills upgrade training, entrepreneurship training, and other workforce related services. The proposed programs identified above will expand existing services to the youth population, individuals impacted by COVID-19, and regional efforts. All proposed programs will be administered at the One Stop Center through existing staff apart from contracted training providers who are subject to State training eligibility requirements. The acceptance of these funds is required for the Foothill WDB to begin providing services to these vulnerable populations.

A. Workforce Innovation and Opportunity Act (WIOA)

President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. The WIOA supersedes the Workforce Investment Act of 1988 (WIA). WIOA is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers.

On May 27, 2020, the State of California Employment Development Department issued an award to the Foothill WDB for WIOA Youth funding in the amount of \$501,323 with a term of April 1, 2020 through June 30, 2022.

The funding is intended for the Foothill WDB to provide youth access to employment, education, training, and support services while matching employers with the skilled workers they need to compete in the global economy. The Youth Services program serves eligible youth, ages 18-24, who face barriers to education, training, and employment with a focus on out-of-school youth. Eligible youth will be offered a minimum of 420 hours in paid work experience for opportunities to gain knowledge, develop skills, and build work habits that prepare youth for unsubsidized employment opportunities. Other youth program services include activities that lead to attainment of occupational skills training, work readiness, and social skills development. Support services payments will be offered to ensure the clients ability to successfully complete work experience and meet their basic needs such as shelter, transportation, and other needs-related payments.

B. COVID-19 Employment Recovery National Dislocated Worker Grant:

In April 2020, the City of Pasadena, which serves as the administrative agent for the Foothill Workforce Development Board (Foothill WDB), submitted a grant application to the State of California Employment Development Department for additional emergency funds through the National Emergency Grant. Foothill WDB requested funding to provide workforce services to individuals dislocated by the COVID-19 virus. On June 9, 2020, the State of California Employment Development Department issued an award and distributed a subgrant agreement to the Foothill WDB for COVID-19 Employment Recovery National Dislocated Worker Grant funding in the amount of \$525,000 with a term of April 10, 2020 through March 31, 2022.

The funding is intended to provide services to individuals dislocated by the COVID-19 virus. Services will focus on dislocated workers and members of the US Armed Forces. Training will be offered to ensure measurable skill gains and credential attainment for job placement in high-demand sectors. Support service payments will be offered to ensure the clients ability to successfully receive workforce services and meet their basic needs such as shelter, transportation, and other needs-related payments.

C. COVID-19 Impacted Individuals Program:

In April 2020, the City of Pasadena, which serves as the administrative agent for the Foothill Workforce Development Board (Foothill WDB), submitted a grant application to the State of California Employment Development Department for additional emergency funds through the Governor's 25% Dislocated Worker Additional Assistance discretionary funds. Foothill WDB requested funding to provide workforce services to individuals dislocated by the COVID-19 virus. On May 12, 2020, the

State of California Employment Development Department issued an award and distributed a subgrant agreement to the Foothill WDB for Underserved COVID-19 Impacted Individuals funding in the amount of \$450,000 with a term of March 1, 2020 through September 30, 2020.

The funding is intended to provide support services to individuals impacted by the COVID-19 virus. Services will focus on underserved populations, particularly those in need of support services in the English Language Learner (ELL) and ELL Navigator programs. Support service payments will be offered to ensure the clients ability to successfully receive workforce services and meet their basic needs such as shelter, transportation, and other needs-related payments.

D. Regional Planning Implementation 3.0 Program:

In January 2020, the City of Pasadena, which serves as the administrative agent for the Foothill WDB submitted a grant application to the State of California Employment Development Department on behalf of the Los Angeles Regional Planning Unit. The Foothill WDB along with the seven local workforce development boards in the County of Los Angeles, have come together under this initiative as partners to develop regional plans that will help improve and expand reentry services. In May 2020, the State of California Employment Development Department issued an award and distributed a subgrant agreement to the Foothill WDB for Regional Planning Implementation 3.0 funding in the amount of \$400,000 with a term of April 2020 through September 2021.

The funding is intended for the Los Angeles Regional Planning Unit to strategize and develop initiatives and support continued efforts in implementing the three policy objectives of the California's Strategic Workforce Plan: fostering demand-driven skills attainment in high road jobs, enabling upward mobility for populations with barriers, and aligning, coordinating, and integrating programs and services. Services will be focused on the english language learner, formerly incarcerated, individuals with disabilities, veterans, disconnected youth, and low-wage workers and create opportunity through apprenticeship or career pathways for high road jobs.

E. South Bay Workforce Investment Board Contract Amendment:

The City of Pasadena (administrative entity for the Foothill WDB), and the South Bay Workforce Investment Board entered into agreement No. 31641, dated as of April 30, 2020 for an amount not to exceed \$2,500,000 over a two-year term. Since the execution of the original contract, the Foothill WDB has been awarded additional funding from the California Employment Development Department to be utilized to provide training. The Foothill WDB desires to amend the original contract with an increase of \$360,000 for a total contract amount not to exceed \$2,860,000 to provide additional funding for training services.

Under the Workforce Innovation and Opportunity Act (WIOA), Section 122 requires states to establish and maintain a list of training providers who are eligible to receive WIOA Title I funds for training services. An America's Job Center of California (AJCC) may issue an Individual Training Account (ITA) to a WIOA Title I, subtitle B eligible individual (out of school youth age 16-24, adult or dislocated worker) to fund training services. The training provider must be selected from those listed on the List (ETPL). Under the federal WIOA, most vocational classroom training must be provided through vouchers known as Individual Training Accounts (ITAs). The State of California has established a policy that requires Local Workforce Development Boards to develop procedures for accepting applications of ITA training providers, contracting, payment, and monitoring of performance.

In accordance with state policy, Local Boards may authorize a single Local Board to act on their behalf in making determinations for initial and/or subsequent eligibility of training providers. The South Bay Workforce Investment Board ("South Bay WIB") is the Local Board in the Los Angeles County Area that has acted on the behalf of local workforce development areas, including the Foothill WDB for the past seventeen (17) years.

Training services are offered through individual case management at the One Stop Center located at 1207 East Green Street, Pasadena, CA 91106. Training opportunities are available to eligible populations on a first come first serve basis and is subject to available funding. The selection of training and training providers are customer choice in accordance with the workforce innovation and opportunity act.

COUNCIL POLICY CONSIDERATION:

Approval of the recommended actions will support local services for those seeking jobs and will have a positive impact on the current economic challenges facing Pasadena and the other partner cities in the Foothill WDB region.

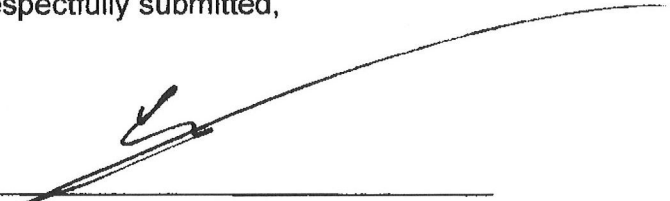
ENVIRONMENTAL ANALYSIS:

The actions proposed herein are exempt from the California Environmental Quality Act (CEQA) in accordance with Section 21065 of CEQA and State CEQA Guidelines Sections 15060 (c)(2), 15060 (c)(3), and 15378. Entering into this agreement will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not a "project," subject to CEQA, as defined in Section 21065 of CEQA and Section 15378 of the State CEQA Guidelines. Since the action is not a project subject to CEQA, no environmental document is required.

FISCAL IMPACT:

Approval of the recommended action will result in the City recognizing \$501,323 in WIOA Funds for the Youth Grant revenue fund (68111011-630200-47531) and appropriation account (68111011-47531/47534); \$525,000 National Dislocated Worker Grant revenue fund (68111011-631000-47716) and appropriation account (68111011-47716/47717); \$450,000 COVID-19 Impacted Individuals revenue fund (68111011-631000-47713) and appropriation account (68111011-47713); and \$400,000 Regional Plan Implementation 3.0 revenue fund (68111011-631000-47714) and appropriation account (68111011-47714/47715). The Council action also increases Pasadena's contract with the South Bay Workforce Investment Board by \$360,000 to funding appropriation account (68111011-813000-47706/47717).

Respectfully submitted,



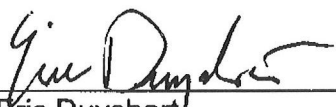
Dianne Russell-Carter
Executive Director, Foothill Workforce
Development Board

Prepared by:



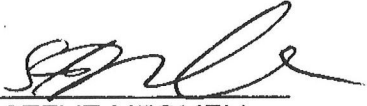
Rey Okamoto
Financial Analyst

Reviewed by:



Eric Duyshart
Economic Development Manager

Approved by:



STEVE MERMELL
City Manager

Attachment D

Foothill Employment & Training Connection								
Allocation vs Enrollments by City								
Fiscal Year 2019 - 2020								
Foothill Consortium	Youth	Adult	Dislocated Worker	Total Allocation	# of Registered Clients 03/03/19-03/03/20	% of Total Funding by City	% of Registered Individuals by City	Over/(Under) Served
Arcadia	\$35,795	\$77,409	\$68,799	\$182,003	359	12.5%	17.2%	4.7%
Duarte	\$57,488	\$42,102	\$38,524	\$138,114	3	9.5%	0.1%	-9.4%
Monrovia	\$50,438	\$55,190	\$70,508	\$176,136	319	12.1%	15.3%	3.2%
Pasadena	\$302,627	\$270,269	\$259,749	\$832,645	1216	57.2%	58.3%	1.0%
Sierra Madre	\$1,085	\$9,334	\$18,156	\$28,575	77	2.0%	3.7%	1.7%
South Pasadena	\$20,067	\$30,943	\$46,107	\$97,117	113	6.7%	5.4%	-1.3%
				\$1,454,590	2087			

JOINT EXERCISE OF POWERS AGREEMENT NO. _____

THIS JOINT EXERCISE OF POWERS AGREEMENT is among the cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena; each of which is a municipal corporation duly organized and existing under the laws of the State of California, hereinafter collectively referred to as "the parties."

RECITALS:

The following are the facts upon which this Agreement is based:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the WIOA (29 U.S.C. 3101 et seq., Public Law 113-128, 128 Stat. 1425), authorizes the expenditure of federal funds to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation; and,

WHEREAS, the parties to this Agreement are willing to accept the responsibilities and duties as may be prescribed by the WIOA, as said legislation may from time to time be amended; and,

WHEREAS, WIOA directs the Governor to designate a "local area" so long as it was designated as a Workforce Investment Area under the Workforce Investment Act of 1998, and had acceptable programmatic outcomes and financial management; and,

WHEREAS, the Cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena formed the Foothill Employment and Training Consortium under the Workforce Investment Act of 1998; and,

WHEREAS, the Foothill Employment and Training Consortium had acceptable programmatic outcomes and financial management; and,

WHEREAS, the consortium would benefit the residents of the subject

communities by continuing to maintain local autonomy allowing public officials to better respond to the needs of local business; and,

WHEREAS, it is to the mutual benefit of the parties hereto and in the best public interest of said parties to continue this Joint Powers Agreement to accomplish the purposes herein set forth; and,

WHEREAS, by this Agreement, the parties hereto intend to exercise their powers jointly to accomplish common objectives;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. PURPOSE.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to the parties hereto. The purpose of this Agreement is to exercise such powers jointly in the establishment of a universally accessible workforce development system and in particular to develop, coordinate, and implement the delivery of a locally based WIOA program in accordance with requirements of WIOA. An additional purpose of this Agreement is also to develop, coordinate, and implement the delivery of other education, employment, and training programs that may benefit the parties and their residents.

SECTION 2. TERM.

A. This Agreement shall become effective and binding upon the parties hereto when each of the governing bodies of the parties has authorized the execution of this Agreement and the same has been executed by the duly authorized representative of each of such parties. This Agreement shall continue in effect until terminated. Additional cities and the County of Los Angeles may by mutual consent of the parties become parties to this Agreement subject to the approval of the governing bodies of the agencies participating in this Agreement. Any party to this Agreement may withdraw from the consortium by giving 90 days written notice to the Administrator of its intent to cease participation in the consortium. Provided, however, that the within Agreement shall continue in full force and effect until all except one party have withdrawn and the

State has authorized another entity to receive and administer WIOA funding for the residents of the parties to this Joint Powers Agreement.

B. For the purpose of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including June 30 of the following year.

SECTION 3. DESIGNATED ADMINISTRATOR -- CITY OF PASADENA

Pursuant to Section 6506 of the Government Code, the City of Pasadena is designated as the Grant Recipient, fiscal agent, and Administrator for the consortium of general local governmental units participating in this Agreement and shall provide the program administration necessary to implement the local Workforce Development Area WIOA Program, under the supervision and direction of the Policy Board and the Workforce Development Board.

SECTION 4. POLICY BOARD.

A. This consortium shall be administered by a Policy Board made up of an elected official of each participating public entity.

B. The legislative body of each of the participating public entities shall appoint one policy board member and one alternate board member. Each member of the Board, or subsequent replacement, shall serve a two-year term and each member shall serve at the pleasure of the appointing authority. Vacancies during a term and successors following expiration of the term of any member shall be filled in the same manner as the original appointments. Members shall receive no compensation except reimbursement for expenses incurred in conducting business on behalf of the consortium. Said expenses must be allowable under WIOA, and reasonable and necessary as determined by the Policy Board.

C. If a board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the board member for the meeting so attended.

SECTION 5. RESPONSIBILITIES OF THE POLICY BOARD.

It shall be the responsibility of the Policy Board to:

A. Appoint members to the Workforce Development Board in accordance with Section 107 of WIOA;

- B. Determine general program policy;
- C. Approve the job training plan in conjunction with the Workforce Development Board;
- D. Review and approve memoranda of understanding entered into by the Workforce Development Board and required one-stop partners described in Section 121(b)(1)(B);
- E. Approve the Workforce Development Board's designation or certification of one-stop operator(s);
- F. With the Workforce Development Board, conduct oversight with respect to the local one-stop delivery system;
- G. Ensure that services rendered are in the best interest of the local Workforce Development Area residents; and
- H. Ensure that all activities are carried out in accordance with WIOA and any other related legislation.
- I. The Chairperson of the Policy Board shall be designated as the "chief elected official" as that term is used in Section 101 of the WIOA.

SECTION 6. MEETINGS OF THE POLICY BOARD.

A. Regular Meetings.

The Policy Board shall provide for its regular, and special meetings, provided, however, that it shall hold at least one regular meeting in each year and such further meetings as the parties may reasonably request depending upon the pressure of business. The date, hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each party. The place of the regular meetings shall be a public building or other facility within the County of Los Angeles which complies with the requirements of the Ralph M. Brown Act. The Policy Board shall adopt rules for conducting its meetings and other business.

B. The Ralph M. Brown Act.

All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with §54950 of the Government Code).

C. Minutes.

The secretary of the Policy Board shall cause to be kept minutes of regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the parties hereto.

D. Quorum - Action.

A majority of members of the Policy Board present at a meeting shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of quorum. No action at a meeting shall be valid unless it receives the affirmative vote of a majority of those present.

SECTION 7. OFFICERS OF THE CONSORTIUM.

The Policy Board shall elect a Chairperson and Vice-Chairperson at its first meeting and, thereafter, at the first meeting in each succeeding fiscal year, the Policy Board shall elect or re-elect its Chairperson and Vice-Chairperson. In the event that the Chairperson or Vice-Chairperson elected ceases to be a Board Member, the resulting vacancy shall be filled at the next regular meeting of the Policy Board held after such vacancy occurs. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson. The Chairperson, or in his absence the Vice-Chairperson, shall preside at and conduct all meetings of the Policy Board. The Executive Director shall be, and act as, the Secretary of the Policy Board. The Executive Director shall be appointed by the administrator of the consortium, the City of Pasadena. The Director of Finance of the City of Pasadena shall be, and act as, the Treasurer of consortium, and as, Controller of the consortium pursuant to Government Code §6505.5.

SECTION 8. POWERS.

A. The City of Pasadena shall have the power to operate a local Workforce Development Area under the Act in the geographical areas comprising the incorporated Cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena, and such other communities as the governing legislative bodies of said communities, by resolution or contract, shall prescribe and the Policy Board shall consent to.

B. The City of Pasadena is authorized to do all acts necessary for the exercise of said common powers for the common benefit of the parties to this Agreement and the citizens thereof and consistent with such federal and state funding provided under the Act, to acquire by lease buildings or sites, and to maintain, operate, or lease the same for public purposes and to purchase general liability insurance; the City of Pasadena is authorized to do all acts necessary for the exercise of said common powers for said purposes, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to manage, maintain, or operate any buildings, facilities, works or improvements above enumerated; to acquire property by lease; to hold or dispose of property by lease or sale; to incur debts, liabilities or obligations required by the exercise of these powers; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in said Act, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the parties in the exercise of similar powers.

SECTION 9. DISPOSITION OF ASSETS.

At the end of the term hereof or upon the earlier termination of this Agreement, all property of the consortium shall automatically vest in the party hereto which has heretofore transferred said property to the consortium and shall thereafter remain the sole property of said party. All other property of the consortium shall be returned to the parties in proportion to their respective contribution to the cost of acquisition of such property or as the Policy Board may direct.

SECTION 10. DISPOSITION OF FUNDS UPON TERMINATION

Upon termination of this Agreement, any money in possession of the consortium after the payment of all costs, expenses and charges validly incurred under this Agreement, shall be returned to the parties in proportion to their contribution determined as of the time of termination.

SECTION 11. ASSISTANCE TO ADMINISTRATOR.

The parties may, in appropriate circumstances:

- A. make contributions from their treasuries for the purposes set forth herein;
- B. make advances of public funds for such purposes set forth in this Agreement on such terms of repayment as may be agreed to between the Administrator and the party making the advance; and,
- C. use their personnel, equipment or property in lieu of other contributions or advances. Sums so contributed or obtained shall be paid to and disbursed by the Treasurer. The provisions of Government Code Section 6513 are hereby incorporated into this Agreement by reference.

SECTION 12. DISALLOWED COSTS.

- A. Each party to this Agreement shall pay its fair share of any disallowed costs which is finally determined by the State of California or the Federal Government to be due and owing to the State or Federal Government.
- B. The apportionment of disallowed costs incurred by the consortium, and payable by the parties to this Agreement involving funds disallowed under the Act, shall be based upon the allocation formula which the State of California is obligated to use in distributing funds to local Workforce Development Areas as stated in WIOA.

SECTION 13. ACCOUNTS AND REPORTS.

- A. The Controller of the consortium shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the consortium in the hands of the Controller shall be open to inspection at all

reasonable times by representatives of the parties. The Controller of the consortium, within 90 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Executive Director of the Workforce Development Board (WDB) and the parties. The Controller furthermore shall either make or contract with a certified public accountant to make audits of the accounts and records of the consortium as required by the Act. Said report shall be filed within twelve months of the end of the fiscal year under examination. The audit shall comply with Section 6505 of the Government Code.

B. Any costs of such audits, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section, shall be borne by the consortium and shall be a charge against any unencumbered funds of the consortium available for such purpose.

C. The Treasurer of the consortium shall assume the duties described in California Government Code Section 6505.5 including to wit:

- (1) Receive and receipt for all money of consortium and place it in the City of Pasadena treasury to the credit of consortium;
- (2) Be responsible upon his official bond for the safekeeping and disbursement of all consortium money so held by him/her;
- (3) Pay sums due from consortium from consortium money, only upon warrants of the Controller of consortium; and,
- (4) Verify and report, in writing, to consortium and to the parties to this Agreement at the Policy Board's regular meetings, the amount of money held for the consortium, the amount of receipts since the last report, and the amount paid out since the last report.

SECTION 14. INSURANCE.

The Administrator shall maintain in force at all times during the terms of this Agreement, policies of insurance covering the operation of the consortium. Such insurance shall be primary and carriers shall be required to waive any right of contribution from other insurance which may be available to the parties of this

Agreement.

SECTION 15. FUNDS AND PROPERTY.

A. The Treasurer of the consortium shall have the custody of and disburse consortium funds pursuant to the accounting procedures developed in accordance with the provisions hereinabove, and as nearly as possible in accordance with normal City of Pasadena procedures.

B. The Treasurer herein designated as the person responsible for all monies of the consortium, is also designated hereby as responsible for all other property of the consortium.

SECTION 16. AMENDMENTS.

All amendments to this Agreement shall require an affirmative vote of not less than five (5) of the parties. All amendments to this Agreement shall be in writing and signed by the parties agreeing thereto.

SECTION 17. NOTICES.

Notices hereunder shall be sufficient if delivered to the City Clerk of each of the member cities, and the Clerk of the legislative body of any other participating public entities.

SECTION 18. MISCELLANEOUS.

A. The section headings herein are for convenience of reference only and are not to be construed as modifying or governing the language or meaning referred to in the section.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

C. This Agreement is made in the State of California under the Constitution and laws of such State and is to be construed in accordance with those laws.

SECTION 19. SEVERABILITY.

Should any part, term or provision of this Agreement, or the application thereof to

any person or circumstances, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

DATED:

CITY OF PASADENA

By _____

Title _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney