

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: July 23, 2015
SUBJECT: Comments on Agenda Items, Meeting of July 28, 2015

ITEM 6.A. The City Council will recognize City of Hope President and CEO Robert Stone for his recent award from the Los Angeles Business Journal as 2015 Healthcare Executive of the Year.

ITEM 6.B. A proclamation will be presented recognizing National Night Out 2015. The City of Duarte Public Safety Department has personally invited all Duarte neighborhoods, specifically those who participate in the Neighborhood Watch Program, to join Duarte's Sheriff Deputies and the National Association of Town Watch in this year's "National Night Out." This nationwide crime, drug, and violence prevention program will take place on Tuesday, August 4, 2015.

ITEM 6.C. The City Council will recognize the hard work and efforts of its Special Olympics Host Town Steering Committee for making Special Olympics Host Town "Duarte Day" such a great success! The athletes and coaches very much enjoyed all the activities and opportunities to interact with the steering committee members and others. The entire committee has been invited to attend the meeting. Members are Tzeitel Paras-Caracci, Sam Kang, Liz Reilly, Victor Benavides, Diana Burckhard, Reyna Diaz, Lois Gaston, Joanna Gee, Karen Herrera, Stephanie Joseph, Sheryl Lefmann, Alicia Mejia, Cesar Monsalve, Jacqueline Ruiz, Teesha Tarr, Aida Torres, Hugo Torres, and Brian Villalobos.

ITEM 10.D (Consent Calendar). This is a resolution for the City Council to consider approving the adoption of revisions to the Parks and Recreation Facility Administrative Policies for the rental of sports fields and City park fields and gazebos, as well as the community center AV projector and screen.

ITEM 10.E (Consent Calendar). This item will authorize the City Manager to sign a contract with ACCO Engineered Systems to upgrade the City's HVAC maintenance service level. The City has a well-established working relationship with ACCO Systems, and since ACCO is the company that installed the original units, its familiarity with our units is a big plus in terms of customer service and fast response, and we have experienced a high quality of service.

ITEM 12. This is a Public Hearing to consider a resolution finding the City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report. The CMP is a State-mandated program that assists local agencies in linking land use decisions with impacts on the region's transportation systems. It became effective in 1990 after voter approval of Prop 111, and requires every city in L.A. County to implement the provisions of the county's CMP. Implementation and conformance of the program is necessary to assure the City continues to receive State gas tax funds and remains eligible for other State and Federal transportation funding. Conformance with the CMP is required on an annual basis.

ITEM 13.A. This business item recommends that the City Council authorize the City manager to execute a professional services agreement with Civica Software to redesign and host the City's website, and also authorize the execution of an agreement with ACTIVE Network for online recreation class registration services.

The City's current website is now almost six years old. Since the website functions as the epicenter of the City's communication strategy, an upgrade at this time is very timely. As the City enters other

platforms, including email campaigns and new social media, more residents will come back to the website to read details on the content that the City is providing. Having an easily managed website platform that is search-engine optimized, pleasant to look at, and offers tools to increase City efficiency is critical in getting this information to residents. A comprehensive selection process was followed to identify Civica Software as the preferred consultant.

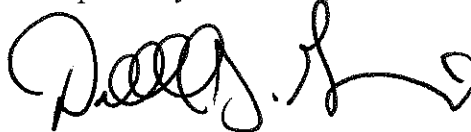
To facilitate this process, the City Manager's office conducted research, including a survey of website design firms utilized by other cities, in order to create a list of qualified website design firms. Ten of these companies provided proposals, and an internal City staff committee interviewed eight firms. Based upon findings from the second interview including a review of pricing, staff conducted reference checks for two finalists. This consisted of contacting various City personnel and collecting information related to both overall experience working with the website firm and satisfaction with the completed website.

Civica Software has exclusively served local governments and special districts since 1997, and continues to lead the field in the design, development, and support of award winning websites. Civica has worked with over 125 public sector agencies during its 17-year tenure. The firm intends to execute the website redesign within a six to seven month period, and a projected date of February 2016 to launch the new website.

To facilitate the City's ability to offer online class registration and online payment services, the Parks and Recreation Department researched various software companies and surveyed neighboring city recreation departments. Based upon these findings, the recommendation is that the City contract with ACTIVE Network for the recreation class online registration service. ACTIVE Network, the industry leader in online recreation software, provides services such as web based class and activity registration, mobile access to program registration, class, and activity registration management, easy to use facility scheduling and reservation system, point of sale system to easily complete transactions, email marketing to promote programs, classes and activities, and fundraising and donation management.

ITEM 13.B. Public Safety and Community Development staff will provide an update on current and future strategies related to the abatement and prevention of graffiti. Staff and Council are very well aware of the significant "uptick" in graffiti throughout the City. This discussion will focus on what efforts staff has made to curb this increase, and make suggestions (legislative and equipment measures) on what to do to minimize graffiti occurrences in the future.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darrell J. George", with a stylized flourish at the end.

Darrell J. George
City Manager

HEALTHCARE
LEADERSHIP
AWARDS

2015 HONOREES

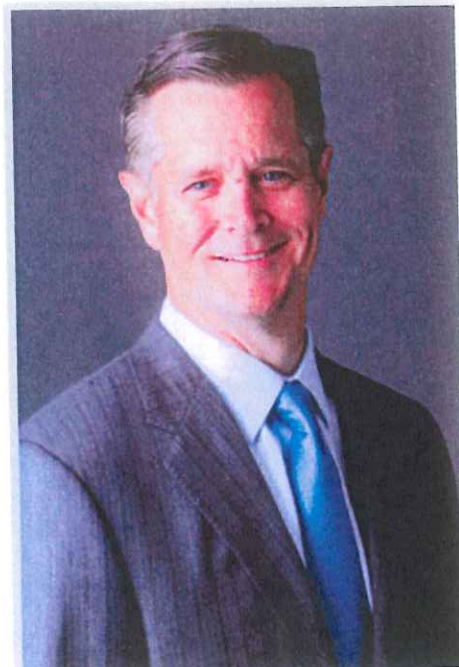
Healthcare Executive/CEO Award

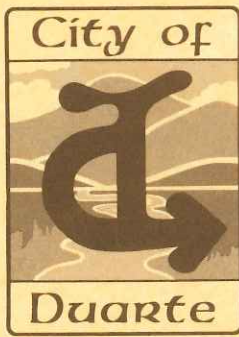
ROBERT STONE*President & CEO, City of Hope*

ROBERT Stone is president and chief executive officer of City of Hope, dedicated to maintaining the organization's reputation as a world-renowned cancer research and treatment center committed to transforming the future of health through leading-edge research and the delivery of compassionate, patient-centered care. Stone sets the overall direction and vision for City of Hope and is committed to accelerating the institution's scientific discoveries and its ability to turn those breakthroughs into better treatments for cancer and other life-threatening diseases. Stone has helped chart the strategic course for an institution known for its world-class compassionate care, as well as the technology behind synthetic human insulin and some of today's top cancer drugs.

Since his appointment as President & CEO approximately one year ago, Stone has been building a leadership community with a blend of skills, backgrounds and expertise to help lead City of Hope through a changing healthcare environment in the years to come. He leads a diverse team of talented high-level individuals committed to humanitarian service and to ensuring access to the institution's breakthrough discoveries and specialized therapies. The City of Hope community includes approximately 5,000 physicians, researchers, nurses, clinicians, support staff and volunteers.

Stone is an outspoken advocate of the need to ensure access to expert care for people with cancer and other life-threatening diseases. A very caring and compassionate individual, Stone devotes time out of his busy schedule to visit hospital patients including after hours or over the weekend for special visits. Stone has cultivated relationships with patients and their families, reaching out to them on special occasions such as a birthday or special milestone, and attending memorials to support families of patients who have passed. Countless patients and families have expressed their appreciation for his leadership and dedication, often following up with his office to express their gratitude for the care received at City of Hope.





City of Duarte

1600 Huntington Drive, Duarte, CA 91010 - (626) 357-7931 - FAX (626) 358-0018

To: City Council

From: Brian Villalobos, Director of Public Safety Services

Subject: National Night Out

Date: July 23, 2015

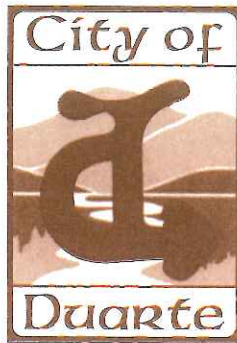
The City of Duarte Public Safety Department has personally invited all of Duarte neighborhoods, specifically those who participate in the Neighborhood Watch Program, to join Duarte's Sheriff Deputies and the National Association of Town Watch in this year's "National Night Out." This nationwide crime, drug, and violence prevention program will take place on Tuesday, August 4th, 2015.

Over the last years, the numbers of National Night Out celebrations have included block parties, ice cream socials, barbecues, potlucks, and even pool parties. Through these gatherings neighbors find a common ground in their mutual interest to have a safe environment. Deputies and residents have had very positive experiences interacting in a social environment. We ask that neighbors join us for the first National Movie Night Out in Duarte, and help us promote this year's Take a Bite Out of Crime Theme.

Deputy Sheriffs will share important Neighborhood Watch information, over \$500 in raffle prizes donated by Target, and recognize key volunteers who help bring us all together. The Duarte Public Safety Department is working with sponsor Duarte Target to make this evening a successful event. We also collaborate with Duarte Community Service Council, and ask all participants to donate canned food or non-perishable food items to help those local families in need.

Last year, 13 Neighborhood Watch blocks participated and over 500 residents participated. Their efforts not only made people more aware of crime in the area and subsequently helped with crime prevention efforts, but also helped families in need and the Duarte Community Service Council who serve thousands of Duarte residents.

For more information, please contact the Crime Prevention Department at the Duarte Public Safety Office at (626) 359-5671 ext. 316 and speak with Crime Prevention Specialist Aida Torres.



Proclamation

NATIONAL NIGHT OUT 2015

WHEREAS, the National Association of Town Watch is sponsoring a unique, nationwide crime, drug, and violence prevention program on August 4, 2015, entitled "National Night Out"; and

WHEREAS, the "32nd Annual National Night Out" provides a unique opportunity for the City of Duarte to join forces with thousands of other communities across the country in promoting cooperative, law enforcement-community crime efforts; and

WHEREAS, Duarte's Neighborhood Watch program plays a vital role in assisting the L.A. County Sheriff's Department through joint crime, drug, and violence prevention efforts in the City of Duarte, and is supporting "National Night Out 2015" locally; and

WHEREAS, it is essential that all citizens of the City of Duarte be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs, and violence in the City of Duarte; and

WHEREAS, participants will be donating canned food for the Duarte Community Service Council in recognition of the law enforcement-community cooperative efforts highlighted on "National Night Out"; and

WHEREAS, crime and drug prevention, awareness and cooperation, as well as having a peaceful and united neighborhood, are important themes of the "National Night Out" program;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby proclaims Tuesday, August 4, 2015, as NATIONAL NIGHT OUT in the City of Duarte, and calls upon all citizens of Duarte to join with the Neighborhood Watch volunteers and the 34 million National Association of Town Watch participants in supporting this year's 32nd Anniversary of National Night Out and the City of Duarte in adopting the theme of "Take a Bite Out of Crime."

ATTEST:

City Clerk Marla Akana
Duarte, California

July 28, 2015



Mayor Tzeitel Paras-Caracci

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 – JULY 14, 2015

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 in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 7:10 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Finlay, Kang, Reilly, Paras-Caracci ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching
ADOPTION OF AGENDA	Fasana moved, Kang seconded to adopt the Agenda, as amended to continue Item 13 (Appeal of revocation of business license by Roxana Ponce De Leon c/o Bellagio Fountain of Youth) to the meeting of August 11, 2015, and carried unanimously.
PLEDGE TO THE FLAG	Dr. Allan Mucerino led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Melching and Finlay provided the warm-up.
SPECIAL ITEMS Recognition – Brenda Daniels	Mayor Paras-Caracci introduced Brenda Daniels and presented her with a certificate in appreciation of her 25 years of service as Staff Assistant III for Supervisor Antonovich.
Presentation – Chapcare Health Care Services, Monrovia	Rodney Jefferson, Chapcare Health Care Services in Monrovia, presented an overview of the services to be offered at the new facility, which will open in August.
Public Safety update	Sgt. Tony Haynes provided information about the meeting pertaining to immigration laws and policies that will be held at the Community Center. Brian Villalobos presented an update about enforcement efforts during the 4 th of July weekend. Council asked staff to schedule a future Agenda item to discuss the use of fireworks, to include a survey of surrounding cities that sell and/or allow fireworks, a discussion about the separation of safe/sane and illegal fireworks, and to include the public in the discussion.
ANNOUNCEMENTS	Vickere Murphy, Senator Carol Liu's office, announced Water Forum on July 24 hosted by the Senator. Abdali Martinez, Assemblymember Roger Hernandez' office, announced Senior Scam Stopper presentation on July 31, and

7/14/15

introduced their new intern Marissa.

Joanna Gee, Duarte Library, announced upcoming programs, classes, workshops, and story times in July and August.

Jackie Ruiz presented community announcements about City events, programs, and activities in July and August.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Renee Estephan – Water conservation study and survey.

Brian Barreto – Drought, water reduction, watering schedule.

CONSENT CALENDAR

Finlay moved, Kang seconded to approve the Consent Calendar, as follows, and carried unanimously.

Approve Items A, B, C, D, E, K, L, M.

Remove Items F, G, H, I, J.

ITEMS REMOVED – Item F Agreement – RKA Consultants

Rafael Casillas provided a staff report and answered questions from Councilmembers pertaining to traffic lanes, bicycle lanes, parking, and the State grant process.

ITEM F – APPROVED

Fasana moved, Reilly seconded to authorize the City Manager to execute a Professional Services Agreement with RKA Consultant Group in an amount not to exceed \$124,295.00, for Gold Line Pedestrian and Bicycle Improvements PS&E, PM and CM, City Project #15-9, and carried unanimously.

Item G – Agreement Hunt Design Associates

Rafael Casillas presented a staff report, and answered questions from Councilmembers pertaining to bids received.

ITEM G – APPROVED

Reilly moved, Fasana seconded to authorize the City Manager to execute a Professional Services Agreement with Hunt Design Associates, Inc., in an amount not to exceed \$61,555.00, for PS&E ATP 1 Gold Line Citywide Way-Finding Signs, City Project #15-10, and carried unanimously.

Item H – Co-sponsor request Arcadia Association of Realtors

Finlay stated she is looking forward to the event, and this is a great service.

ITEM H – APPROVED

Finlay moved, Reilly seconded to approve the request from the Arcadia Association of Realtors for City of Duarte co-sponsorship of Free Home Buyers Fair on Saturday, October 24, 2015, and carried unanimously.

Item I – Agreement Townsend Public Affairs

Richard Harmon, Townsend Public Affairs, presented information about the firm's annual report, and answered questions from City Councilmembers.

ITEM I – APPROVED

Finlay moved, Reilly seconded to authorize the City Manager to execute a Professional Services Agreement with Townsend Public Affairs for grant writing and advocacy services, and carried unanimously.

Item J – Letter request U.S. Conference of Mayors

Reilly discussed the item and supported the Mayor signing the letter.

ITEM J – APPROVED

Reilly moved, Fasana seconded to approve the request from the U.S. Conference of Mayors regarding the Mayor's signature on a joint letter to the California Congressional Delegation pertaining to proposed federal legislation addressing the high cost of compliance for water regulations, including stormwater, and carried unanimously.

PUBLIC HEARING
Council Bill 15-R-15
Orders 2015-16 Landscape/
Lighting Assessment

Mayor Paras-Caracci announced this was the time and place set for a Public Hearing to consider assessments for fiscal year 2015-16 within the Landscape and Lighting District.

Melching read by title Council Bill 15-R-15:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015-2016 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

Notice of the hearing had been given, the affidavit was on file, and no correspondence was filed in the matter.

Dominic Milano, City Engineer, presented a staff report about the 2015-16 assessment.

Mayor Paras-Caracci asked if anyone in the audience wished to speak on the matter. There were none.

Mayor Paras-Caracci closed the Public Hearing.

RESOLUTION NO. 15-15

Reilly moved, Fasana seconded to adopt Resolution No. 15-15, and carried unanimously.

APPEAL
Revocation of business license
(Continued to 8/11/15)

The appeal of the revocation of a business license by Roxana Ponce De Leon c/o Bellagio Fountain of Youth was continued to the meeting of August 11, 2015.

BUSINESS ITEMS
Parks/Recreation Commission
Field Rental Policy

Cesar Monsalve presented a detailed overview of the proposed revised Field Service Rental Policy recommended by the Parks and Recreation Commission, which includes prioritizing renters, increasing the advance field rental time, configuration of fields, fees, and policies about gazebo rentals, among other revisions, and introduced Recreation Supervisor George Dang.

Reilly moved, Fasana seconded to approve the recommendation from the Parks and Recreation Commission to revise the Field Rental Policy, as outlined in the staff report, and carried unanimously.

Update – Mandatory Statewide
Water Conservation Measures

Brian Villalobos presented an update on the mandatory Statewide water conservation measures, and provided information about enforcement of conditions and the administrative citation process. Brian Barreto, California American Water, provided additional facts about water use violations, and answered questions from City Councilmembers.

There was discussion about imported water, water released into the riverbed, El Niño, medians, dust control, air quality, odd/even address watering restrictions, and hand watering.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

KANG: Stated staff and the City Council are pro-active in making the City better, and he appreciates that, and inquired about the possibility of a ham radio program.

REILLY: Congratulated Bob Cruz on becoming the Chamber Chairman of the Board, the Sangria band was excellent last week, and she is looking forward to tomorrow night's concert, invited attendance at the Hong Kong Children's Orchestra free concert on July 18, she took the Gold Line to L.A. and attended the 25th anniversary event of the Blue Line, stated there is a beach bus from Pamela Park to Santa Monica Beach during the Summer, and stated she is looking forward to a detailed presentation by the Chamber of Commerce about its profit and loss for the Taste of Duarte event, perhaps in August.

FASANA: Thanked staff for the meeting at Encanto Park, stated the Rivers and Mountains Conservancy has significant grant funding available and it is a good time to look into that, it has been 25 years for the Blue Line, they will be taking occupancy of the maintenance facility next week, and requested a general update on current quarantines and issues regarding insects, citrus fruit, and mosquitos.

FINLAY: Discussed affordable housing and sustainable communities grant, stated she will be attending the SCAG workshop on August 6 about how we can improve our grants so we can be more competitive, and regarding the update Fasana requested, suggested perhaps Ken Fujioka could make a presentation at a Council Meeting.

PARAS-CARACCI: Attended Bob Cruz's Chamber installation event, attended an Eagle Scout presentation for Troop 185, and inquired about the possibility of a junior CERT program (Villalobos stated it is being planned).

ADJOURNMENT

The meeting was adjourned at 9:30 p.m.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: PARKS AND RECREATION COMMISSION – CESAR MONSALVE, DIRECTOR OF PARKS AND RECREATION

SUBJECT: RESOLUTION APPROVING THE ADOPTION OF REVISIONS TO PARKS AND RECREATION FACILITY ADMINISTRATIVE POLICIES FOR THE RENTAL OF SPORTS FIELDS AND CITY PARK FIELDS AND GAZEBOS, AND COMMUNITY CENTER AV PROJECTOR AND SCREEN RENTAL

DATE: JULY 18, 2015

Recommendation

Approve a City of Duarte Resolution to revise the Duarte Park/Gazebo and Field Rental Policy and amend the Recreation Facility Administrative Policies to include the ability to rent the screen and projector for wedding receptions and banquets.

Discussion

At the July 14, 2015, regular meeting of the Duarte City Council, the Council approved the new revisions to the Sports Fields and City park Fields and Gazebos Rental Policy. The resolution also includes an addition to the current policies for the rental of the Duarte Community Center to make available for rent the new projector and screen.

There is already a one time \$60 fee for AV uses included in the policies and this will update the policy to reflect the new features available to the public that were added when the AV system was upgraded.

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REVISIONS TO PARKS AND RECREATION FACILITY ADMINISTRATIVE POLICIES FOR THE RENTAL OF SPORTS FIELDS, CITY PARK FIELDS, GAZEBOS, COMMUNITY CENTER AUDIO VISUAL PROJECTOR, AND SCREENS**

WHEREAS, the City Council finds that the rental of City facilities meets a community needs by providing much needed facilities for resident and non-resident families, groups, and businesses to rent, while also increase revenues and recovering costs incurred by the City budget; and

WHEREAS, a reduction of the fees associated with the rental of the Royal Oaks Park building will help to ensure that the facility continues to be a viable rental facility for residents and non-residents; and

WHEREAS, revisions to the policies associated with the rental of sports fields and City park soccer/open fields and gazebos will allow for a fair and equitable process, and will include a procedure that allows user groups to secure fields for games, practices, and other events, avoid disputes among users over field usage, ensure Duarte residents have priority usage and access to Duarte facilities, and ensure that maintenance and renovation will be properly scheduled and implemented.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ORDAINS AS FOLLOWS:

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

Section 2. The City of Duarte Sports/Park Facilities Administrative Policies and Procedures are hereby revised as indicated on Exhibit A to allow for a modernized field allocation process that is equitable and fair. Such policies and rules include (1) policies specific to gazebo rentals, and (2) provisions for the availability of the new projector and screen for rentals based on existing audio-visual fees.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Resolution or the attached Exhibit A is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution (or the attached Exhibit A) or any part thereof. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution (and the attached Exhibit A) irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Resolution and the attached Exhibit A are declared to be severable.

Section 3. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of July, 2015.

Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 15-14 was adopted by the City Council of the City of Duarte at a regular meeting of said Council held on the 28th day of July, 2015, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

CITY OF DUARTE SPORTS/PARK FACILITIES
USAGE POLICIES AND PROCEDURES

Scope & Purpose

This document sets forth the policy for the City of Duarte to coordinate the allocation of all sports fields and park facilities available to the general public in an equitable and fair manner. The Facilities Usage Policies and Procedures is designed to advance the following public purposes:

1. To develop a procedure for user groups to secure fields for games, practices, and other events.
2. To avoid disputes among users over field usage.
3. To ensure Duarte residents have priority usage and access to Duarte facilities.
4. To ensure that maintenance and renovation can be scheduled and implemented properly to maintain the quality of the facilities to be used by the public.

Priority Ranking For Field Use

An application for permission to use the sports fields and park facilities must be submitted by all organizations, teams, or individuals for all uses. **All user groups will be prioritized as follows:**

- a) Duarte Parks and Recreation Programs
- b) Duarte Unified School District (DUSD) Teams/Programs (As specified under the City/DUSD Joint Use Lease Agreement.)
- c) Duarte Youth Athletic Club and Duarte Jr. Falcons (Formerly Duarte Hawks) (Regular seasons under contract agreement with the City.)
- d) Duarte Youth Non-Profit Organizations/Teams
(A non-profit youth organization based within the Duarte city limits or county unincorporated area and whose membership is composed of at least 51% Duarte residents or unincorporated area residents and have IRS 501C Non Profit status. Team rosters are required. Status must be verified.)
- e) Duarte Resident Youth Organizations/Teams
(A youth organization based within the Duarte city limits or county unincorporated area and whose membership is composed of at least 51% Duarte residents or county unincorporated area residents. Team rosters are required.)
- f) Duarte Resident Adult Non-Profit Organization
(Adult group based and organized within the Duarte city limits or county unincorporated area and whose membership is composed of at least 51% Duarte residents or county unincorporated area residents and have IRS 501C Non Profit status. Status must be verified.)
- g) Duarte Resident Adult Groups & Leagues and Duarte Business Adult Groups
(Adult group or team based and organized by a resident applicant within the Duarte city limits or county unincorporated area. Example: Current Duarte Major League Softball teams. Resident applicant can be a team coach or team organizer and must be present on the field. League resident applicant must be a league director or board member. Business must have a current Duarte business license.)
- h) Youth Non-Resident/Non-Profit Teams
(A 501C non-profit youth organization not based or organized within the Duarte city limits or county unincorporated area that does not have 51% roster residents.)

- i) Non-Resident Adult Groups
(Group not based or organized within the Duarte city limits or county unincorporated area.)

Regulations For All Field Uses

1. Users requesting fields for league play or on-going uses must submit a bi-annual rental application for a maximum 5-month use period. These rental uses will be approved based on the prioritized rankings listed above. A maximum of 3 uses per week will be approved for applicants that are not recreation programs, DUSD uses and contract agreements. Applicants will be contacted after applications have been prioritized and use requests have been inserted into the master calendar.
2. Bi-annual applications must be submitted to the Recreation office at Duarte City Hall as follows:
 - Submit your application during the 3rd week of November, Monday - Thursday (except for holidays), 7:30 a.m. – 6:00 p.m. for 5-month facility uses that will begin after January 1st.
 - Submit your application during the 3rd week of May, Monday - Thursday (except for holidays), 7:30 a.m. – 6:00 p.m. for 5-month facility uses that will begin after July 1st.
3. All other applications for use of available fields or facilities must be submitted at least eight (8) working days and not more than ninety (90) days prior to the time of use ending December 1st and June 1st. Facilities uses will be subject to availability.
4. Applications shall be issued only to responsible adults who shall be in attendance at the function for which application is made and for field rental uses as specified in the **Priority Ranking For Field Use** section.
5. All persons, groups or organizations using a public facility must abide by all Municipal, State and Federal laws.
6. All persons or organizations using a facility will be expected to abide by Municipal Code, Chapter 9.20 (All sections) regarding Conduct in Parks. This includes ***no consumption of alcoholic drinks at any park or parking lot*** and ***no smoking allowed. Municipal Code 6.20.60.***
7. All persons, groups or organizations using a public facility must abide by the City's Community Facilities Administrative Policies and Procedures on points not covered in these policies.
8. City recreation programs and City government functions shall have first priority on use of all facilities. Furthermore, previously scheduled uses may be cancelled or rescheduled for city functions or for field renovations.
9. The City will not be held responsible for loss, damage, or theft of equipment, or personal articles owned, leased, or rented by people utilizing the facilities.
10. Rentals involving league, tournament, or organized game play, including practice games or non-season games, will be required to provide a certificate of insurance. This insurance must cover a minimum of \$1,000,000 in liability and must name the City of Duarte as additionally insured and may be procured by the renter or may be purchased as special event insurance through the City. At the City's discretion, other field uses may be subject to this requirement.

11. The number of fields that one user group may be allowed to reserve will be determined by the City to ensure safety, fair use, and the preservation of the fields.
12. No user may forfeit or exchange its allocations, or any part thereof, to another user. Cancellation of a scheduled reservation must be reported to the City to allow other groups the opportunity to use the facility as determined under the policies and procedures.
13. In the interest of player safety, groups reserving fields for games or practices without light use will be required to end their reservation and field use at sunset based on the sunset calendar for the date rented.
14. The City reserves the right to alter fields and times and include postponements to optimize usage and/or allow field recovery.
15. Interference with another reservation or falsifying information may result in suspension of field use and possible cancellation of any future use.
16. The City reserves the right to deny any request to preserve the best interest of the City, quality of the fields, and in retrospect to any previous violations.
17. Violation of policies, rules or regulations or the deliberate inclusion of misleading or misstated information on an application form can result in forfeiture of a deposit, forfeiture of fees paid, and/or the suspension or cancellation of all facility use privileges by an individual or group.
18. Most fields are divided for team practice uses for soccer and related uses with a maximum of 40 participants per field. Softball and baseball practices will use fields in their proper infield configuration with a single field use fee, due to the nature of the sport.
19. Full games for soccer or similar sports using non-lighted regulation size turf fields at Encanto, Northview and Beardslee Parks and Otis Gordon Sports Park will incur a single field use fee. Duarte Sports Park between Field A & B will also incur a single field use fee.
20. Full games using lighted regulation size turf fields requiring 2 sets of field lights will be charged for both fields.
21. A deposit is required upon approval of the facility use request application. Equipment may be stored by a renter upon approval (Subject to space availability) and payment of Equipment Storage Deposit.
22. Final approval is granted upon payment of the balance of fees. Facilities are subject to automatic cancellation if balance of fees are not paid eight (8) working days prior to use.
23. Cleaning/damage/equipment storage deposit is refundable by a city warrant subject to condition of facility and removal of equipment, and will be returned by mail approximately 20 days after date of use.
24. Reservations may be cancelled by the applicant and all fees returned, up to 60 calendar days prior to the event. The deposit will be retained if reservations are cancelled 60-14 calendar days prior to event. All fees will be retained if reservations are cancelled less than 14 calendar days prior to event.
25. Any requested changes to re-approved reservations less than 8-business days prior to date of use will be subject to approval.

26. To qualify for the Duarte Youth Non-Profit Group (d) rate, the group must be composed of at least 51% Duarte residents and have a 501C status. A Duarte resident *group* is defined as a non-profit organization based within the City limits or County and whose membership is composed of at least 51% Duarte residents or unincorporated area residents.
27. A Duarte business resident is defined as a business operating within the incorporated City of Duarte and has been issued a current business license.
28. A resident is defined as a person whose residence has a Duarte mailing address.

Gazebos and Park Facility Rentals

29. All applications for use of available facilities must be submitted at least eight (8) working days and not more than ninety (90) days prior to the time of use. Facility uses will be subject to availability.
30. All persons or organizations using a facility will be expected to abide by Municipal Code, Chapter 9.20 (All sections) regarding Conduct in Parks. This includes ***no consumption of alcoholic drinks at any park or parking lot*** and ***no smoking allowed. Municipal Code 6.20.60.***
31. All persons, groups or organizations using a public facility must abide by the City's Administrative Policies and Procedures on points not covered in these policies.
32. City recreation programs and City government functions shall have first priority on use of all facilities.
33. The City will not be held responsible for loss, damage, or theft of equipment, or personal articles owned, leased, or rented by people utilizing the facilities.
34. Violation of policies, rules or regulations or the deliberate inclusion of misleading or misstated information on an application form can result in forfeiture of a deposit, forfeiture of fees paid and/or the suspension or cancellation of all facility use privileges by an individual or group.

DUARTE GAZEBO RENTAL PARK RULES

1. Please follow all rules and regulations detailed in the Policies and Procedures.
2. All dogs must be on a leash.
3. No inflatable bouncers, carnival/animal rides allowed.
4. No model airplanes, model rockets or drones allowed.
5. No generators or portable lighting apparatus are allowed.
6. No alcoholic drinks are allowed in the park or parking lot.
7. ***Absolutely no motorized vehicles of any kind are allowed to drive onto a park.*** (Please come prepared with hand trucks or carts to move supplies to your gazebo.)
8. No smoking is allowed.
9. Do not drive nails into any gazebo.
10. Have fun and enjoy your gazebo!

DUARTE SPORTS FACILITIES**FEE SCHEDULE****MULTI-PURPOSE FIELDS:****Otis Gordon Park Fields A-1, A-2, B-1, B-2****Duarte Sports Park Fields A, B & C-1, C-2**

	<u>Base Rate</u> <u>"A"</u>	<u>Duarte</u> <u>Resident</u> <u>"B"</u>	<u>Duarte Youth</u> <u>Non-Profit Group</u> <u>"C"</u>
Lights	\$55.00/hr.	\$30.00/hr.	\$15.00/hr.
Without Lights	\$30.00/hr.	\$10.00/hr.	No Fee
Cleaning/Damage Deposit (Equipment Storage Deposit \$500)	\$100.00	\$100.00	\$100.00

BASKETBALL, TENNIS & VOLLEYBALL COURTS - DUARTE PARK / ENCANTO PARK / ROYAL OAKS PARK:

	<u>Base Rate</u>	<u>Duarte</u> <u>Resident</u>	<u>Duarte Youth</u> <u>Non-Profit Group</u>
All Courts With or Without Lights	\$34.00/hr./ct.	\$ 17.00/hr./ct.	No Fee
Cleaning/Damage Deposit	\$100.00	\$100.00	\$100.00

GAZEBOS

(8 hrs. maximum)

	<u>Base Rate</u>	<u>Duarte</u> <u>Resident</u>
Small	\$75.00/day	\$50.00/day
Large	\$100.00/day	\$75.00/day
Cleaning/Damage Deposit	\$50.00	\$50.00

SKATE PARK:

	<u>Base Rate</u>	<u>Duarte</u> <u>Resident</u>	<u>Duarte Youth</u> <u>Non-Profit Group</u>
	\$55.00/hr.	\$30.00/hr.	No Fee
Cleaning/Damage Deposit	\$100.00	\$100.00	\$100.00

MULTI-PURPOSE FIELDS:**Beardslee Park A-1, A-2 Encanto Park A-1, A-2 Northview Park A-1, A-2 (No Lights)**

	<u>Base Rate</u>	<u>Duarte</u> <u>Resident</u>	<u>Duarte Youth</u> <u>Non-Profit Group</u>
--	------------------	----------------------------------	--

Soccer/Open Field	\$30.00/hr.	\$10.00/hr.	Resolution No. 15-14 No Fee
Cleaning/Damage Deposit	\$100.00	\$100.00	\$100.00

MISCELLANEOUS CHARGES FOR ALL FACILITIES:

	<u>Base Rate</u>	<u>Duarte Resident</u>	<u>Duarte Youth Non-Profit Group</u>
Rental of Park Restrooms	\$40.00/hr.	\$20.00/hr.	No Fee
Staff-on-Duty <i>(During certain large-scale events and under special circumstances a Staff-on-Duty fee may be required.)</i>	\$40.00/hr.	\$20.00/hr.	\$12.00/hr.
Equipment Rental	\$25.00/day	\$25.00/day	\$25.00/day
Equipment Use Deposit	\$100.00	\$100.00	\$100.00

Deposit _____ 100-2120

Restroom/Gazebos _____ 100-4406

Fields _____ 100-4407

DUARTE SPORTS FACILITIES RENTAL APPLICATION AND AGREEMENT

Date: _____ Name of Organization/Responsible Person: _____

Address: _____ Telephone #: _____
Street Address City Zip

Email: _____

FACILITIES REQUESTED**DUARTE SPORTS PARK:**

_____ Baseball Field (Lights _____)
 _____ Softball Field "A" (Lights _____)
 _____ Softball Field "B" (Lights _____)
 _____ Softball Field "C-1" (Lights _____)
 _____ Softball Field "C-2" (Lights _____)

**OTIS GORDON
SPORTS PARK**

_____ A-1 (Lights _____)
 _____ A-2 (Lights _____)
 _____ B-1 (Lights _____)
 _____ B-2 (Lights _____)

BASKETBALL/TENNIS Cts.

_____ Duarte Sports Park
 _____ Encanto Park
 _____ Royal Oaks Park

BEARDSLEE PARK

_____ A-1
 _____ A-2
 _____ Restrooms

ENCANTO PARK

_____ A-1
 _____ A-2
 _____ Gazebo # _____
 _____ Volleyball Courts

NORTHVIEW PARK

_____ A-1
 _____ A-2

ROYAL OAKS PARK

_____ Restrooms
 _____ Gazebo # _____

Date/s of Use: _____ Time: _____ to _____

OTHER PARK SITE:

Location: _____ Date: _____ Time: _____ to _____

Purpose of Rental: _____

Estimated Attendance: Adults _____ Teens _____ Children _____ Total _____

Admission/Fee: _____ What will proceeds be used for? _____

Concessions Served? _____ Concessions Sold? _____

Facilities approval subject to conditions listed below:

- | | |
|----------------------------|------------------------------|
| 1. NO ALCOHOLIC BEVERAGES. | 4. No/Yes attendant on duty. |
| 2. Must do own clean up. | 5. _____ |
| 3. Use of own equipment. | 6. _____ |

I hereby certify that I shall be personally responsible on behalf of this group for any damage or unnecessary abuse of any building, grounds, or equipment growing out of the occupancy of said premises by our group. I agree to the conditions set forth in the approval of this application and further agree to abide by and enforce the rules and regulations of the City of Duarte. I certify that all above statements are true and correct. I understand that any misstatement or omission of a material fact may be sufficient cause for cancellation of use of the facility. I am aware that all fees are due and payable eight (8) working days in advance of the activity and I have inspected the facility and am satisfied with its condition as a safe and playable field. I, as participant or renter fully understand that the use of the listed facility exposes me to the risk of personal injury, death or property damage. I hereby release, discharge and agree not to sue the City of Duarte or its employees for any injury, death or damage to or loss of personal property arising out of, or in connection with participation in the rental of this field from whatever cause, including the active or passive negligence of the City of Duarte or its employees. The parties to this agreement understand that this document is not intended to release any party from any act of omission of "gross negligence," as that term is used in applicable case law and/or statutory provision. In consideration for being permitted to participate in the program/class/excursion, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Duarte or its employees from any and all claims, demands, actions or suits arising out of or in connection with the rental of this facility.

Signature of Applicant

Street Address

City

Phone

For Official Use Only

Application Approved: _____ Application Denied: _____ Classification: _____

Fees:

Rental Hours _____ @ \$ _____ \$ _____

Cleaning/Damage Bond #2120 \$ _____

Miscellaneous Charges \$ _____

TOTAL FEES \$ _____

Deposit:

Amount: \$ _____ Rcpt. #: _____

Date Rcvd.: _____ Rcvd. By: _____

Bal. Due: \$ _____ Due By: _____

Balance Paid:

Amount Rcvd: _____ Rcpt. #: _____

Date Rcvd: _____ Rcvd. By: _____

Director of Parks & Recreation Department or Authorized Designate



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CESAR MONSALVE, PARKS AND RECREATION DIRECTOR

SUBJECT: RECOMMENDATION TO AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT AGREEMENT WITH ACCO ENGINEERED SYSTEMS FOR HVAC UNIT FULL MAINTENANCE SERVICE

DATE: JULY 28, 2015

Recommendation

To authorize the City Manager to sign a contract agreement between the City of Duarte and ACCO Engineered Systems to upgrade the City's HVAC maintenance service level with ACCO to provide full service maintenance to the Teen Center and Town Center (City Hall, Community Center, Fitness Center, Senior Center) HVAC heating and air conditioning units.

Discussion

In 2010 the City of Duarte upgraded and replaced several old and outdated HVAC units as part of a project to improve the City's energy efficiency in our facilities including new units at City Hall, Community Center, Fitness Center and Senior Center. The contractor used was ACCO Engineered Systems and subsequent to the project's completion the City entered into a contract to have ACCO institute basic preventative maintenance work to the new units as well as all additional older units at the Teen Center and Town Center at an annual cost of \$6,000. Over the last 5 years this maintenance service level served us well but during this last year fiscal year many repairs to the units (repairs are not covered in the existing contract) were needed and the costs totaled \$20,000. The new contract cost will be a full service maintenance service called ACCOGuard that will cover all maintenance, parts replacement and repairs to the units at a cost of \$16,532 per year for a three-year term.

As units age, more and more repairs, service and replacement parts are needed and it is anticipated that a similar number of repairs and similar associated costs will be incurred this year and over the next few years, particularly with our older units. Several old units have been identified on the Deferred Maintenance Projects list as needing replacement within the next few years, units that were not replaced in 2010 at the now 18-year old Teen Center and several Senior Center units that are now 21 years old.

Conclusion

The City of Duarte has a well-established working relationship with ACCO Systems and due to ACCO being the company that installed the units, their familiarity with our units is a big plus for the City in terms of customer service and fast response and we have experienced a high quality of service. Contracts are attached.

6/24/15

Cesar Monsalve
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

**Subject: ACCOGuard Maintenance Proposal Teen Center
Duarte, CA**

Dear Mr Monsalve:

ACCO is pleased to have this opportunity to offer the City of Duarte our proposal for **ACCOGuard** Maintenance at the subject facility. By selecting **ACCO** as your mechanical provider, you will have at your disposal the largest mechanical service, engineering and construction company in Southern California. With over 1,500 employees and annual revenues exceeding \$400 million, **ACCO** has the resources to meet the greatest needs of even our most demanding customers.

As part of the **ACCOGuard Full Service** maintenance package, **ACCO** will perform in-depth inspections, diagnoses and cleaning of the systems included in this agreement. In addition, our **Full Service** agreement includes the cost of all labor and materials required to make repairs to the systems included, per the terms of the attached contract.

Under this proposal, **ACCO** will be performing the maintenance tasks as outlined in Tab 3 every 90 days, or 4 visits per year. **ACCO's** contract price for this service is **\$3,852.00 per year, or \$963.00 per quarter.**

We look forward to serving you. If you have any questions or concerns, please do not hesitate to contact me at (818) 482-5830.

Sincerely,
ACCO Engineered Systems



Sean O'Brien
Project Engineer

[illegible]

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Teen Center**

Page 1

SPLIT SYSTEM CONDENSING UNITS & FURNACES

Quarterly - 4 visits

- General inspection of equipment for unusual noises, vibration, or visible leaks.
- Inspect exterior & interior compartments for corrosion, damage, leaks, and other problems.
- Verify proper operation of evaporator and condenser fan motors.
- Inspect pulley grooves and belts for alignment, wear and tension, and replace belts as needed.
- Inspect fan wheels for free rotation, cracks and alignment.
- Inspect fan and motor bearings and lubricate as needed
- Check evaporator and condenser coils for cleanliness.
- Check condensate drain piping and pans for cleanliness.
- Check outdoor air and system temperatures for proper cooling/heating performance
- Check operation of solenoid valves and expansion valves.
- Check refrigerant charge as needed.
- As applicable, check function of economizer dampers
- Inspect wiring & starter contacts for signs of wear, arcing, overheating, burns, etc.
- Inspect and tighten electrical connections as needed.
- Inspect and clean all air intake screens.
- Check heat exchanger for cleanliness and signs of deterioration.
- Check operation of gas valves (if applicable).
- Check operation of combustion fan motor (if applicable)
- Inspect all burner linkages for secureness and/or damage (if applicable).
- Inspect condition of burner flame (if applicable).
- Replace return air filters (semi-annually).

As Needed

- Scheduled belt replacement (if applicable).
- Chemical clean condenser coils.

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Teen Center**

Page 2

A. GENERAL TERMS

1) Locations:

JOB SITE NAME and ADDRESS:	BILLING NAME and ADDRESS:
Teen Center	
City of Duarte	City of Duarte
1600 Huntington Drive	1600 Huntington Drive
Duarte, CA 91010	Duarte, CA 91010

- 1) ACCO's service will commence on **TBD** and shall remain in effect for a period of three (3) years.
- 2) The annual price for service in **Year One** shall be **\$3,852.00**, invoiced in **four (4)** equal installments of **\$963.00**.
- 3) The annual price for service in **Year Two** shall be **TBD**, subject to an annual escalation for inflation. The Year Two adjusted price will be invoiced in **twelve (12)** equal monthly invoices.
- 4) The annual price for **Year Three and subsequent years** shall be calculated using the same formula
- 5) Operating hours of the equipment covered by this agreement are approximately **50** hours per week. Changes in these hours may result in a price change.
- 6) The contract cannot be canceled by either party during the first year, except for breach of contract. The contract may be canceled by either party during subsequent years by presenting one hundred-eighty (180) days written notice to the addresses shown in this agreement.
- 7) All work referred to in this agreement shall be performed during the working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except Holidays. Customer agrees to pay for any requested overtime differential.
- 8) ACCO assumes no responsibility for any alterations, additions, repairs, or adjustment of controls by anyone other than ACCO personnel, unless authorized by ACCO. Any costs incurred as a result thereof shall be paid by the City at ACCO's current rates
- 9) This agreement is not transferable by either party. Written notice shall be made by the City of any changes in either the building ownership and/or billing information thirty (30) days prior to the effective date of such change.
- 10) The services performed hereunder are not a guarantee against obsolescence, nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance. Complete system or major equipment replacement is not included in the price stated unless specifically agreed to in this agreement.
- 11) Should a piece of equipment either reach the end of its useful life and become obsolete due to the lack of spare parts, is not repairable or become illegal to operate based on State or Federal laws, then the City will agree to pay for the replacement of that equipment.
- 12) Customer agrees to pay for any additional costs incurred by ACCO in obtaining any parts that are not available from normal sources, i.e. custom fabrication of an obsolete product or component.
- 13) ACCO will not be responsible for repairs resulting from corrosion, erosion, natural deterioration, electrolysis and unusual dirt conditions caused by construction, remodeling, renovation or other unusual circumstances in or near to Customer's facilities.
- 14) Any changes or additions of equipment or labor required by insurance companies, federal, state or local governmental agencies, or other authorities in the present or future are not covered by this agreement.
- 15) Damages or delays occasioned by events not within ACCO's control, including but not limited to: transportation delays, accidents, Acts of God, rodent and bird incurred damage, power and utility failure, abuse, improper use, floods, fire, seismic events, force majeure shall be the sole responsibility of the City and any repairs or costs incurred therein are not covered by this agreement.
- 16) During the first ninety (90) days of this contract, ACCO will thoroughly inspect each piece of equipment to assess its condition and serviceability. Equipment found to be in need of major repairs is required to be repaired at the City's expense before being covered by ACCO as part of this agreement. If the City should decide not to repair the piece of equipment, the item will be removed from this service agreement and will be covered under preventative maintenance only. The contract amount will be adjusted to reflect this reduction of coverage.

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Teen Center**

Page 3

B. THE CITY'S GENERAL RESPONSIBILITIES

- 1) Perform day to day operation of equipment in conformity with the Manufacturer's recommended procedures.
- 2) Continually provide a suitable environment as prescribed by ACCO and/or the Manufacturer for the equipment, i.e. power supply, make up water and drainage.
- 3) Provide ACCO access to common building equipment such as elevators, rigging equipment and window washing equipment to facilitate the service activity.
- 4) Allow ACCO to start and stop, periodically decommission or otherwise modify or temporarily suspend the operation of equipment in order to perform services. Said suspension of operation must be coordinated with and agreed to by the City.
- 5) Immediately notify ACCO of any equipment malfunctions, breakdowns, or other conditions affecting its operation.
- 6) The City agrees to arrange, at its own expense, for the removal and repair of any permanent construction which is necessary for ACCO to perform its services.
- 7) Cooperate with and assist ACCO in providing a safe work environment on the Customer site. Workplace safety shall be a major concern for both parties, and the City agrees not to request, and ACCO agrees not to engage in any unsafe activities or handle, remove or modify any unsafe materials without proper equipment, training or without taking proper precautions.
- 8) Provide a location on site to store necessary spare equipment and materials for minor repairs and maintenance.

C. ACCO'S RESPONSIBILITIES

- 1) Submit to the City a complete preventive maintenance tasking system within 45 days of contract execution, based on a program using the equipment's run time and prescribed maintenance recommendations.
- 2) Abide by the policies and procedures of the City, local union jurisdictions and applicable codes and ordinances while in the performance of the duties as set forth in this agreement.
- 3) Arrange for all necessary transportation of personnel, parts, materials and tools at its own cost.
- 4) Perform all work in a professional manner, with the highest quality workmanship, using only union-trained craftsmen.
- 5) Guarantee that all materials installed will be of highest quality practical such that all repaired equipment and systems will operate at or beyond pre-repair operating levels.
- 6) Maintain adequate protection of the work from damage and protect the City's property and the public from injury or loss arising from its work. Erect and maintain at all times, as required by code and safety practices, all necessary safeguards for the protection of workers, the City's personnel and the public.
- 7) Dispose of used oil removed from the City's equipment in accordance with all applicable environmental and safety codes and ordinances.
- 8) Refrigerant leak-testing and documentation shall be in accordance with all applicable environmental and safety codes and ordinances.
- 9) Maintain all tools, equipment, and licenses necessary to perform the duties described herein.
- 10) Preventive Maintenance
 - a) Preventive Maintenance services shall be provided by ACCO on all equipment and associated devices related to the heating, ventilating, air conditioning and control systems as listed as part of this contract. Service will include quarterly inspections to be performed during regular working hours.
 - b) ACCO will control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods and operating hours (run-time) as pertinent to each piece of equipment included in this agreement..
- 11) Emergency Service
 - a) Backup emergency service will be made available to the City on an 'as required' basis 24 hours a day, 7 days a week to minimize down time and inconvenience.

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Teen Center**

Page 4

- b) Emergency service shall be considered as calls or City requests placed in addition to the scheduled preventive maintenance calls.
- c) Labor costs (except for the overtime premium differential) travel costs, parts, supplies and other expenses incurred and expended on such a call shall be provided by ACCO and shall be included in the cost of this service program. If the City requests that the work be executed during overtime hours, there will be an additional charge for the difference between ACCO's standard labor rate and ACCO's overtime billing rate.
- d) ACCO is capable of responding to an emergency situation within two (2) hours after notification of system problems during normal business hours, and within four (4) hours after-hours.
- e) At the time a service call is placed, the City will have the choice of requesting the service be performed during regular hours (8:00 a.m. to 4:30 p.m. Monday through Friday, excluding legal holidays) or in overtime hours (all other times).
- f) ACCO shall provide a local phone number. This phone will be answered 24 hours per day by a person or answering service contracted by ACCO. If an emergency service call is requested by the City and inspection does not reveal any defect in the systems and equipment for which ACCO is responsible, compensation shall be made to ACCO at the regular rates prevailing for such service.

D. PARTS REPLACEMENT AND EQUIPMENT REPAIRS

- 1) This agreement includes the parts, labor and materials necessary to make repairs to covered equipment or replacement of parts.
- 2) The parts, components or devices for the covered equipment and systems as listed below in TAB 2 that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices supplied by ACCO and shall be included in the cost of the service program.
- 3) When covered equipment is repaired or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement or as part of the repair.
- 4) The consumable parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by ACCO and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, filters, refrigerant and water treatment chemicals (where applicable)).
- 5) ACCO shall not be made responsible for repairs or replacements necessitated by reason of others' negligence or misuse of the equipment, or by other cause beyond the control of ACCO.
- 6) Any repairs or upgrades made in order to maintain compliance with Federal, State or Local Authority, pertaining to safety, environmental standards or energy efficiency policies, are not included in the scope of this agreement and shall, with prior written approval from the City, be invoiced separately.
- 7) ACCO shall have sole discretion on decisions to either repair or replace parts or equipment unless otherwise mutually agreed to with the City.
- 8) Items requiring corrective action which are not within the scope of work are to be presented in writing to the City for approval prior to performing the work.

E. MECHANICAL EQUIPMENT/SERVICES NOT INCLUDED

- 1) ACCO shall provide a report of any work that is outside the scope of this specification that is in need of attention and they may include such equipment as outlined above.
- 2) This agreement covers only that equipment as listed on Tab 2. In the event the system is altered or changed, or if any equipment is added, ACCO reserves the right to exclude the equipment from coverage, or to alter the covered equipment list and the adjust the related periodic billing amounts accordingly, per mutual consent of both the City and ACCO.
- 3) The replacement and repair coverage portion of this agreement applies only to maintainable, moving system components, and does not apply to appurtenant systems, stationary components or systems as describe below. Additional equipment or services may be excluded if so described elsewhere in this agreement.
 - a) Heat exchangers, including evaporative, condensing and hot water reheat coils, tubes, tube sheets, housings, end-bells, surfaces, etc.
 - b) CFC Refrigerant

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Teen Center**

Page 5

- c) Vibration isolation or seismic restraints
 - d) Housings, cabinets, vessels, enclosures, non-moving or otherwise non-maintainable components.
 - e) Components external to specified equipment, including pipe, duct, dampers, fittings, valves, electrical service, controls wiring, conduit, pneumatic systems, etc.
 - f) Insulation, paint or finishes.
 - g) Thermostats, control components, or controls systems, unless otherwise specified.
 - h) Zone calls, tenant complaints or air balancing.
 - i) Inspection or replacement of HEPA filters.
 - j) Fire/life safety system or system components.
 - k) Temporary heating or cooling systems.
 - l) Drains and/or plumbing components or systems, unless otherwise specified herein.
 - m) Structural components, housekeeping pads, supports.
- 4) Any provisions for temporary cooling or air conditioning.

F. COMPLETE AGREEMENT

This agreement covers the complete understanding between ACCO and the City of Duarte, and shall become a valid agreement when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

To indicate your acknowledgment and acceptance of this proposal, please sign in the space provided below and return one copy of this to ACCO, attention Sean O'Brien. This proposal is being provided in duplicate so that you might retain one copy for your records.

APPROVED:

ACCEPTED:

for the City of Duarte:

for ACCO Engineered Systems.:

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

6/24/15

Cesar Monsalve
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

**Subject: ACCOGuard Maintenance Proposal Town Center & Senior Center
Duarte, CA**

Dear Mr Monsalve:

ACCO is pleased to have this opportunity to offer the City of Duarte our proposal for **ACCOGuard** Maintenance at the subject facility. By selecting **ACCO** as your mechanical provider, you will have at your disposal the largest mechanical service, engineering and construction company in Southern California. With over 1,500 employees and annual revenues exceeding \$400 million, **ACCO** has the resources to meet the greatest needs of even our most demanding customers.

As part of the **ACCOGuard Full Service** maintenance package, **ACCO** will perform in-depth inspections, diagnoses and cleaning of the systems included in this agreement. In addition, our **Full Service** agreement includes the cost of all labor and materials required to make repairs to the systems included, per the terms of the attached contract.

Under this proposal, **ACCO** will be performing the maintenance tasks as outlined in Tab 3 every 90 days, or 4 visits per year. **ACCO's** contract price for this service is **\$12,680.00 per year, or \$3,170.00 per quarter.**

We look forward to serving you. If you have any questions or concerns, please do not hesitate to contact me at (818) 482-5830.

Sincerely,
ACCO Engineered Systems



Sean O'Brien
Project Engineer

City of Duarte – Town Center & Senior Center EQUIPMENT SCHEDULE



TAG	DESCRIPTION	MFR	MODEL	SERIAL	SIZE	AREA SERVED	INSPN'S		FLT CHGS
							PER YEAR		
AC-1	Pkgd. Gas/Elec. Unit	Trane	YCH240E3L		20 Ton	City Hall	4		4
AC-2	Pkgd. Gas/Elec. Unit	Trane	YCH180E3L		15 Ton	Community Center	4		4
AC-3	Pkgd. Gas/Elec. Unit	Trane	YSC120E3ELB		10 Ton	Fitness Center	4		4
AC-4	Packaged Heat Pump	Trane	WSC060E3R0A		5 Ton	Fitness Center	4		4
HP-1	Split System Heat Pump	Goodman	GSZ13060		5 Ton	Senior Center	4		N/A
HP-2	Split System Heat Pump	Goodman	GSZ13060		5 Ton	Senior Center	4		N/A
HP-3	Split System Heat Pump	Goodman	GSZ13060		5 Ton	Senior Center	4		N/A
HP-4	Split System Heat Pump	Lennox	HP21-413-3Y		3 Ton	Senior Center	4		N/A
HP-5	Split System Heat Pump	Lennox	HP21-413-3Y		3 Ton	Senior Center	4		N/A
HP-6	Split System Heat Pump	Lennox	HP21-413-3Y		3 Ton	Senior Center	4		N/A
HP-7	Split System Heat Pump	Lennox	HP21-513-3Y		4 Ton	Senior Center	4		N/A
HP-8	Split System Heat Pump	Lennox	HP21-513-3Y		4 Ton	Senior Center	4		N/A
HP-9	Split System Heat Pump	Lennox	HP21-513-3Y		4 Ton	Senior Center	4		N/A
HP-10	Split System Heat Pump	Lennox	HP21-513-3Y		4 Ton	Senior Center	4		N/A
HP-11	Split System Heat Pump	Goodman	GSZ13036		3 Ton	Senior Center	4		N/A
FC-1	Split System Fan Coil	Goodman	ARUF4860		5 Ton	Senior Center	4		4
FC-2	Split System Fan Coil	Goodman	ARUF4860		5 Ton	Senior Center	4		4
FC-3	Split System Fan Coil	Goodman	ARUF4860		5 Ton	Senior Center	4		4
FC-4	Split System Fan Coil	Lennox	CBH21-41		3 Ton	Senior Center	4		4
FC-5	Split System Fan Coil	Lennox	CBH21-41		3 Ton	Senior Center	4		4
FC-6	Split System Fan Coil	Lennox	CBH21-41		3 Ton	Senior Center	4		4
FC-7	Split System Fan Coil	Lennox	CBH21-51		4 Ton	Senior Center	4		4
FC-8	Split System Fan Coil	Lennox	CBH21-51		4 Ton	Senior Center	4		4
FC-9	Split System Fan Coil	Lennox	CBH21-51		4 Ton	Senior Center	4		4
FC-10	Split System Fan Coil	Lennox	CBH21-51		4 Ton	Senior Center	4		4
FC-11	Split System Fan Coil	Goodman	ARUF3636		3 Ton	Senior Center	4		4

ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Town Center & Senior Center

Page 1

PACKAGED AC UNITS and SPLIT SYSTEM HEAT PUMPS

Quarterly - 4 visits

- General inspection of equipment for unusual noises, vibration, or visible leaks.
- Inspect exterior & interior compartments for corrosion, damage, leaks, and other problems.
- Verify proper operation of evaporator and condenser fan motors.
- Inspect pulley grooves and belts for alignment, wear and tension, and replace belts as needed.
- Inspect fan wheels for free rotation, cracks and alignment.
- Inspect fan and motor bearings and lubricate as needed.
- Check evaporator and condenser coils for cleanliness.
- Check condensate drain piping and pans for cleanliness.
- Check outdoor air and system temperatures for proper cooling/heating performance.
- Check operation of solenoid valves and expansion valves.
- Check refrigerant charge as needed.
- As applicable, check function of economizer dampers.
- Inspect wiring & starter contacts for signs of wear, arcing, overheating, burns, etc.
- Inspect and tighten electrical connections as needed.
- Inspect and clean all air intake screens.
- Check heat exchanger for cleanliness and signs of deterioration.
- Check operation of gas valves (if applicable).
- Check operation of combustion fan motor (if applicable).
- Inspect all burner linkages for secureness and/or damage (if applicable).
- Inspect condition of burner flame (if applicable).
- Replace return air filters (Semi-annually).

As Needed

- Scheduled belt replacement (if applicable).
- Chemical clean condenser coils.

ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Town Center & Senior Center

Page 2

A. GENERAL TERMS

1) Locations:

JOB SITE NAME and ADDRESS:	BILLING NAME and ADDRESS:
Town Center & Senior Center	
City of Duarte	City of Duarte
1600 Huntington Drive	1600 Huntington Drive
Duarte, CA 91010	Duarte, CA 91010

- 1) ACCO's service will commence on **TBD** and shall remain in effect for a period of three (3) years.
- 2) The annual price for service in **Year One** shall be **\$12,680.00**, invoiced in **four (4)** equal installments of **\$3,170.00**.
- 3) The annual price for service in **Year Two** shall be **TBD**, subject to an annual escalation for inflation. The Year Two adjusted price will be invoiced in **twelve (12)** equal monthly invoices.
- 4) The annual price for **Year Three and subsequent years** shall be calculated using the same formula
- 5) Operating hours of the equipment covered by this agreement are approximately **50** hours per week. Changes in these hours may result in a price change.
- 6) The contract cannot be canceled by either party during the first year, except for breach of contract. The contract may be canceled by either party during subsequent years by presenting one hundred-eighty (180) days written notice to the addresses shown in this agreement.
- 7) All work referred to in this agreement shall be performed during the working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except Holidays. Customer agrees to pay for any requested overtime differential.
- 8) ACCO assumes no responsibility for any alterations, additions, repairs, or adjustment of controls by anyone other than ACCO personnel, unless authorized by ACCO. Any costs incurred as a result thereof shall be paid by the City at ACCO's current rates
- 9) This agreement is not transferable by either party. Written notice shall be made by the City of any changes in either the building ownership and/or billing information thirty (30) days prior to the effective date of such change.
- 10) The services performed hereunder are not a guarantee against obsolescence, nor shall inspections be construed as an approval or guarantee of the condition of the equipment or system design and performance. Complete system or major equipment replacement is not included in the price stated unless specifically agreed to in this agreement.
- 11) Should a piece of equipment either reach the end of its useful life and become obsolete due to the lack of spare parts, is not repairable or become illegal to operate based on State or Federal laws, then the City will agree to pay for the replacement of that equipment.
- 12) Customer agrees to pay for any additional costs incurred by ACCO in obtaining any parts that are not available from normal sources, i.e. custom fabrication of an obsolete product or component.
- 13) ACCO will not be responsible for repairs resulting from corrosion, erosion, natural deterioration, electrolysis and unusual dirt conditions caused by construction, remodeling, renovation or other unusual circumstances in or near to Customer's facilities.
- 14) Any changes or additions of equipment or labor required by insurance companies, federal, state or local governmental agencies, or other authorities in the present or future are not covered by this agreement.
- 15) Damages or delays occasioned by events not within ACCO's control, including but not limited to: transportation delays, accidents, Acts of God, rodent and bird incurred damage, power and utility failure, abuse, improper use, floods, fire, seismic events, force majeure shall be the sole responsibility of the City and any repairs or costs incurred therein are not covered by this agreement.
- 16) During the first ninety (90) days of this contract, ACCO will thoroughly inspect each piece of equipment to assess its condition and serviceability. Equipment found to be in need of major repairs is required to be repaired at the City's expense before being covered by ACCO as part of this agreement. If the City should decide not to repair the piece of equipment, the item will be removed from this service agreement and will be covered under preventative maintenance only. The contract amount will be adjusted to reflect this reduction of coverage.

ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Town Center & Senior Center

Page 3

B. THE CITY'S GENERAL RESPONSIBILITIES

- 1) Perform day to day operation of equipment in conformity with the Manufacturer's recommended procedures.
- 2) Continually provide a suitable environment as prescribed by ACCO and/or the Manufacturer for the equipment, i.e. power supply, make up water and drainage.
- 3) Provide ACCO access to common building equipment such as elevators, rigging equipment and window washing equipment to facilitate the service activity.
- 4) Allow ACCO to start and stop, periodically decommission or otherwise modify or temporarily suspend the operation of equipment in order to perform services. Said suspension of operation must be coordinated with and agreed to by the City.
- 5) Immediately notify ACCO of any equipment malfunctions, breakdowns, or other conditions affecting its operation.
- 6) The City agrees to arrange, at its own expense, for the removal and repair of any permanent construction which is necessary for ACCO to perform its services.
- 7) Cooperate with and assist ACCO in providing a safe work environment on the Customer site. Workplace safety shall be a major concern for both parties, and the City agrees not to request, and ACCO agrees not to engage in any unsafe activities or handle, remove or modify any unsafe materials without proper equipment, training or without taking proper precautions.
- 8) Provide a location on site to store necessary spare equipment and materials for minor repairs and maintenance.

C. ACCO'S RESPONSIBILITIES

- 1) Submit to the City a complete preventive maintenance tasking system within 45 days of contract execution, based on a program using the equipment's run time and prescribed maintenance recommendations.
- 2) Abide by the policies and procedures of the City, local union jurisdictions and applicable codes and ordinances while in the performance of the duties as set forth in this agreement.
- 3) Arrange for all necessary transportation of personnel, parts, materials and tools at its own cost.
- 4) Perform all work in a professional manner, with the highest quality workmanship, using only union-trained craftsmen.
- 5) Guarantee that all materials installed will be of highest quality practical such that all repaired equipment and systems will operate at or beyond pre-repair operating levels.
- 6) Maintain adequate protection of the work from damage and protect the City's property and the public from injury or loss arising from its work. Erect and maintain at all times, as required by code and safety practices, all necessary safeguards for the protection of workers, the City's personnel and the public.
- 7) Dispose of used oil removed from the City's equipment in accordance with all applicable environmental and safety codes and ordinances.
- 8) Refrigerant leak-testing and documentation shall be in accordance with all applicable environmental and safety codes and ordinances.
- 9) Maintain all tools, equipment, and licenses necessary to perform the duties described herein.
- 10) Preventive Maintenance
 - a) Preventive Maintenance services shall be provided by ACCO on all equipment and associated devices related to the heating, ventilating, air conditioning and control systems as listed as part of this contract. Service will include quarterly inspections to be performed during regular working hours.
 - b) ACCO will control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods and operating hours (run-time) as pertinent to each piece of equipment included in this agreement..
- 11) Emergency Service
 - a) Backup emergency service will be made available to the City on an 'as required' basis 24 hours a day, 7 days a week to minimize down time and inconvenience.

ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Town Center & Senior Center

Page 4

- b) Emergency service shall be considered as calls or City requests placed in addition to the scheduled preventive maintenance calls.
- c) Labor costs (except for the overtime premium differential) travel costs, parts, supplies and other expenses incurred and expended on such a call shall be provided by ACCO and shall be included in the cost of this service program. If the City requests that the work be executed during overtime hours, there will be an additional charge for the difference between ACCO's standard labor rate and ACCO's overtime billing rate.
- d) ACCO is capable of responding to an emergency situation within two (2) hours after notification of system problems during normal business hours, and within four (4) hours after-hours.
- e) At the time a service call is placed, the City will have the choice of requesting the service be performed during regular hours (8:00 a.m. to 4:30 p.m. Monday through Friday, excluding legal holidays) or in overtime hours (all other times).
- f) ACCO shall provide a local phone number. This phone will be answered 24 hours per day by a person or answering service contracted by ACCO. If an emergency service call is requested by the City and inspection does not reveal any defect in the systems and equipment for which ACCO is responsible, compensation shall be made to ACCO at the regular rates prevailing for such service.

D. PARTS REPLACEMENT AND EQUIPMENT REPAIRS

- 1) This agreement includes the parts, labor and materials necessary to make repairs to covered equipment or replacement of parts.
- 2) The parts, components or devices for the covered equipment and systems as listed below in TAB 2 that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components or devices supplied by ACCO and shall be included in the cost of the service program.
- 3) When covered equipment is repaired or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement or as part of the repair.
- 4) The consumable parts and supplies necessary to maintain the mechanical systems and equipment shall be supplied by ACCO and shall be included in the cost of the service program (belts, valve packings, lubricants, tools, filters, refrigerant and water treatment chemicals (where applicable)).
- 5) ACCO shall not be made responsible for repairs or replacements necessitated by reason of others' negligence or misuse of the equipment, or by other cause beyond the control of ACCO.
- 6) Any repairs or upgrades made in order to maintain compliance with Federal, State or Local Authority, pertaining to safety, environmental standards or energy efficiency policies, are not included in the scope of this agreement and shall, with prior written approval from the City, be invoiced separately.
- 7) ACCO shall have sole discretion on decisions to either repair or replace parts or equipment unless otherwise mutually agreed to with the City.
- 8) Items requiring corrective action which are not within the scope of work are to be presented in writing to the City for approval prior to performing the work.

E. MECHANICAL EQUIPMENT/SERVICES NOT INCLUDED

- 1) ACCO shall provide a report of any work that is outside the scope of this specification that is in need of attention and they may include such equipment as outlined above.
- 2) This agreement covers only that equipment as listed on Tab 2. In the event the system is altered or changed, or if any equipment is added, ACCO reserves the right to exclude the equipment from coverage, or to alter the covered equipment list and the adjust the related periodic billing amounts accordingly, per mutual consent of both the City and ACCO.
- 3) The replacement and repair coverage portion of this agreement applies only to maintainable, moving system components, and does not apply to appurtenant systems, stationary components or systems as describe below. Additional equipment or services may be excluded if so described elsewhere in this agreement.
 - a) Heat exchangers, including evaporative, condensing and hot water reheat coils, tubes, tube sheets, housings, end-bells, surfaces, etc.
 - b) CFC Refrigerant

**ACCOGUARD
TERMS & CONDITIONS
City of Duarte – Town Center & Senior Center**

Page 5

- c) Vibration isolation or seismic restraints
 - d) Housings, cabinets, vessels, enclosures, non-moving or otherwise non-maintainable components.
 - e) Components external to specified equipment, including pipe, duct, dampers, fittings, valves, electrical service, controls wiring, conduit, pneumatic systems, etc.
 - f) Insulation, paint or finishes.
 - g) Thermostats, control components, or controls systems, unless otherwise specified.
 - h) Zone calls, tenant complaints or air balancing.
 - i) Inspection or replacement of HEPA filters.
 - j) Fire/life safety system or system components.
 - k) Temporary heating or cooling systems.
 - l) Drains and/or plumbing components or systems, unless otherwise specified herein.
 - m) Structural components, housekeeping pads, supports.
- 4) Any provisions for temporary cooling or air conditioning.

F. COMPLETE AGREEMENT

This agreement covers the complete understanding between ACCO and the City of Duarte, and shall become a valid agreement when accepted and approved by an authorized person for both parties. No verbal representations shall be binding on either party.

To indicate your acknowledgment and acceptance of this proposal, please sign in the space provided below and return one copy of this to ACCO, attention Sean O'Brien. This proposal is being provided in duplicate so that you might retain one copy for your records.

APPROVED:

for the City of Duarte:

SIGNATURE

NAME

TITLE

DATE

ACCEPTED:

for ACCO Engineered Systems.:

SIGNATURE

NAME

TITLE

DATE

Ana Lisa Hernandez
1251 Tuckaway Lane
Duarte California 91010
(626) 825-5828

July 09, 2015

City of Duarte
Attn: Craig Hensley,
Community Development Director
1600 West Huntington Drive
Duarte California 91010

RECEIVED
JUL - 9 2015
CITY OF DUARTE

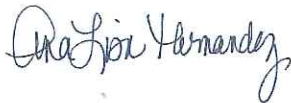
Re: Letter of Resignation from the Planning Commission

Due to chronic health conditions, it is with much regret that I must tender my letter of resignation from the City of Duarte Planning Commission. My resignation is effective immediately.

It has been my pleasure to serve the City of Duarte and the residents of this fine City. I began my Civic Duty as a Public Safety Commissioner and then as a Planning Commissioner. I have learned so much and have worked alongside great residents who also give of their time as the City Commissioners. I leave knowing the City is in great hands.

Thank you for the opportunity to give back to my community; and for the confidence that was imparted to me.

Respectfully,



Ana Lisa Hernandez
(626) 825-5828

Cc:

Craig Hensley, Community Development Director; chensley@accessduarte.com
Darrell George, City Manager; georged@accessduarte.com
Marla Akana, City Clerk; makana@accessduarte.com

From: Cesar Monsalve monsalvec@accessduarte.com
Subject: Fwd: Parks & Recreation Resignation
Date: July 13, 2015 at 1:50 PM
To: Darrell George georged@accessduarte.com
Cc: Marla Akana akanam@accessduarte.com, Jeff Melching jmelching@rutan.com

FYI

Cesar Monsalve
Duarte Parks and Recreation Director
(626) 357-7931 Ext 203
monsalvec@accessduarte.com

Begin forwarded message:

From: EDDIE HOWARD <eddiehoward40@hotmail.com>
Subject: Parks & Recreation Resignation
Date: July 13, 2015 at 1:33:15 PM PDT
To: "monsalvec@accessduarte.com" <monsalvec@accessduarte.com>

Hi Cesar,

After some serious consideration, I have decided to tender my resignation as a parks and recreation commissioner. My family and work circumstances have changed since the last appointment and, as a result, I am not able to devote the necessary time to even the most fundamental duties. It has been a pleasure serving this community and I am sure the individual who replaces me will do a wonderful job.

Thanks for all of your support and I am sure we will see one another in the future.

Eddie Howard



MEMORANDUM

RECEIVED

JUL 23 2015

CITY OF DUARTE

TO: CITY COUNCIL
FROM: COMMISSIONER Ubr
SUBJECT: NOTICE OF ABSENCE FROM Public Safety COMMISSION MEETING
DATE: 6-16-15

REASON FOR ABSENCE

☐ ACCIDENT

☐ VACATION

☒ SICKNESS

☐ OTHER *

☐ DEATH IN FAMILY

DATE OF MEETING ABSENCE _____

* EXPLANATION OF ABSENCE _____

Margaret Ubr
Signature

* * * * *

Absence noted by City Council

Date

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: July 23, 2015

SUBJECT: Conference Attendance – City Council Meeting of July 28, 2015



California Contract Cities Association
August Board of Directors Meeting
August 19, 2015 – 5:30pm – 8:30pm
Los Angeles County Arboretum, Arcadia
\$20 per ticket

Sheriff's Shamrock Shindig

The 41st Annual California Contract Cities Association
Board of Directors' Meeting

Hosted by the Los Angeles County Sheriff's Department,
Contract Law Enforcement Bureau

Wednesday, August 19, 2015

At the Los Angeles County Arboretum & Botanic Garden
301 N. Baldwin Avenue, Arcadia 91007

Social begins at 5:30 pm

Dinner served at 6:30 pm

Meeting begins at 7:30 pm

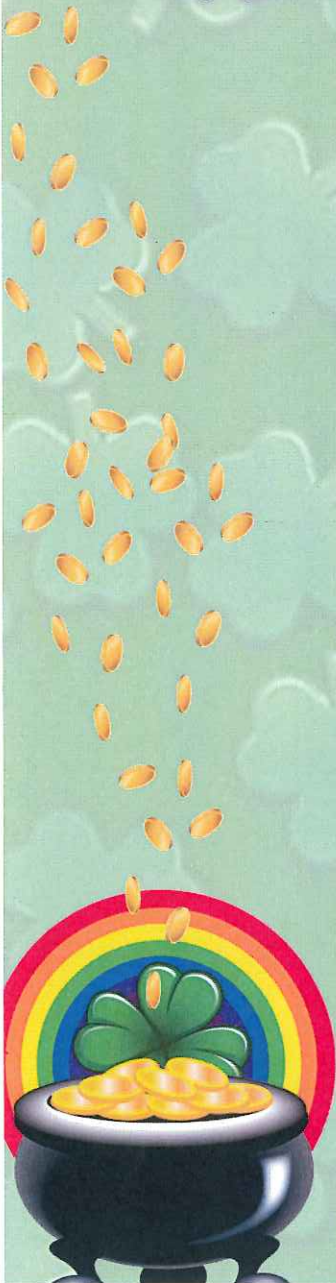
Adults: \$20 *** Persons under 18: \$5

Table decorating contest!

1st, 2nd, and 3rd place prizes!

Tickets and payments at the door
Make checks payable to: Contract
Law Fund

Please RSVP to the CCCA
at (562) 622-5533 ext. 4 or 6



Legal Notice**Legal Notice****Legal Notice****Legal Notice**

**NOTICE OF A PUBLIC HEARING TO BE HELD BY THE
DUARTE CITY COUNCIL TO CONSIDER ADOPTION OF THE
CONGESTION MANAGEMENT PLAN (CMP) LOCAL
DEVELOPMENT REPORT AND SELF-CERTIFICATION WITH
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY (MTA)**

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will hold a Public Hearing at 7:00 p.m., on Tuesday, July 28, 2015, in the Council Chambers, 1600 Huntington Drive, Duarte, California, to determine compliance with Los Angeles County's Congestion Management Plan. In accordance with the Congestion Management Plan of the Los Angeles County Metropolitan Transportation Authority, local jurisdictions are required to submit a resolution of self-certification stating the organization is in compliance with the State-mandated program. The City will review the mandates of this program and make a determination of compliance at this meeting. This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to exemption in Section 15276, Class 1 of Title 14 of the California Code of Regulations.

Any interested party may appear in person, or by agent, and be heard. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010.

For further information, contact David F. Eoff IV, Associate Planner, at (626) 357-7931 ext. 239, Monday through Thursday between the hours of 7:30 AM and 6:00 PM.

Marla Akana
City Clerk

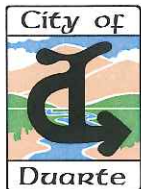
PUBLISH July 18, 2015:

The Duartean

POSTED July 16, 2015:

**Duarte City Hall
Duarte Public Safety Office
Duarte Library**

AD#690836



CITY COUNCIL STAFF REPORT

DATE: JULY 28, 2015

TO: HONORABLE MAYOR AND DUARTE CITY COUNCIL

FROM: DAVID F. EOFF IV, ASSOCIATE PLANNER

SUBJECT: CONGESTION MANAGEMENT PROGRAM, 2015 LOCAL DEVELOPMENT REPORT

SUMMARY

The Congestion Management Program (CMP) is a state-mandated program that assists local agencies in linking land use decisions with impacts on the regions transportation systems. It became effective in 1990 after voter approval of Proposition 111 and requires every city in Los Angeles County to implement the provisions of the County's CMP. Implementation and conformance of the program is necessary to assure the City of Duarte continues to receive State gas tax funds (Section 2105) and remains eligible for other State and Federal transportation funding.

Staff recommends that the City Council adopt Resolution 15-R-16 stating the City is in compliance with the Congestion Management Program.

BACKGROUND

Conformance with CMP is required on an annual basis. The City of Duarte is required to hold a public meeting when the Local Development Report (LDR) is adopted. Following the adoption, the LDR and other necessary documents must be submitted to the Los Angeles County Metropolitan Transportation Authority (MTA) for review. Once reviewed, MTA will determine if the City is in conformance with the provisions of the CMP. The following requirements of the CMP are the responsibility of each local jurisdiction within Los Angeles County (88 cities total):

- Ongoing implementation of the CMP Transportation Demand Management (TDM) ordinance;
- Ongoing implementation of the CMP Land Use Analysis program;
- Adoption and submittal of a CMP Local Development Report; and
- Adoption and submittal of a Resolution Self-Certifying compliance with local CMP requirements.

Duarte continues to implement the TDM ordinance and Land Use Analysis program as part of compliance with the CMP requirements. A self-certification resolution has been prepared, adopting the 2015 LDR and certifying the City of Duarte's on-going implementation of the CMP requirements.

DEVELOPMENT ACTIVITY

For the 2015 reporting period of June 1, 2014 through May 31, 2015, no permits were issued for new development activity (new construction) or new development adjustments (demolition). The City of Duarte LDR summary is attached.

PUBLIC NOTICE

MTA requires that the City Council adopt the LDR and CMP conformance by resolution through a public hearing process. A public notice was published July 18, 2015 in the "Duartean", and was posted at City Hall, the Duarte Library, and the Duarte Public Safety office.

RECOMMENDATION

Staff recommends the Duarte City Council adopt Resolution 15-R-16 stating the City is in compliance with the Congestion Management Program for Los Angeles County Metropolitan Authority.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "D. F. Eoff IV", written over a horizontal line.

David F. Eoff IV
Associate Planner

Attachment: 2015 CMP Local Development Report Plan Summary
Resolution No. 15-R-16

**CITY OF DUARTE
RESOLUTION NO. 15-R-16**

A RESOLUTION OF THE CITY OF DUARTE, CALIFORNIA, FINDING THE CITY TO BE
IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND
ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on July 28, 2015.

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

SECTION 1. That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

The City has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City with transportation improvements, and demonstrates that the City is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2014 Short Range Transportation Plan.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

SECTION 3. That the project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to exemption in Section 15276, Class 1 of Title 14 of the California Code of Regulations.

PASSED, APPROVED, and ADOPTED this 28th day of July, 2015.

Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 15-R-16 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of July, 2015, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

ENTER JURISDICTION NAME
2015 CMP Local Development Report
Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Date Prepared: July 16, 2015

Contact: ENTER NAME HERE
Phone Number: ENTER PHONE NUMBER HERE

**CONGESTION MANAGEMENT PROGRAM
 FOR LOS ANGELES COUNTY**

2015 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
 Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

ENTER JURISDICTION NAME
2014 CMP Local Development Report
Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Date Prepared: July 16, 2015

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

ENTER JURISDICTION NAME
2015 CMP Local Development Report
Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Date Prepared: July 16, 2015

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

ENTER JURISDICTION NAME
2015 CMP Local Development Report
Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Date Prepared: July 16, 2015

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet
	0	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet
	0	Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

Page 4

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen Herrera, Deputy City Manager

Date: 7/23/15

Re: Website Re-Design and Recreation Online Class Registration Services
Professional Service Agreements Approval

Recommendation: That the City Council authorize the City Manager to execute the City's Standard Professional Services Agreement in the amount of \$32,645 with Civica Software to both redesign and host the City's website; and authorize the City Manager to negotiate and execute the City's Standard Professional Services Agreement with ACTIVE Network for online Recreation Class Registration services in the amount of \$16,400, for a total project cost of \$49,045.

Background: Back in 2001, the City of Duarte first launched its website, www.accessduarte.com. In August of 2009, after a lengthy request for proposal process, the City entered into a new agreement with Ewing Beland, now known as MadHaus Creative, Inc. The current www.accessduarte.com site is a custom built tool and includes over 150 pages, utilizing 920 mgs. Google Custom Search powers site search, and menus are managed by HierMenus. JavaScript drives the latest news and slideshow feature, and web.com provides hosting and backup services. The overall website is built on the Joomla content management system.

However, Joomla is running the 1.5 version, and the current Joomla version is 3.3. This much older version of Joomla creates stability issues for the site and limits system features, upgrade options, and the ability to attain accurate metrics.

Since the website functions as the epicenter of the City's communication strategy, an upgrade at this time is very timely. As the City enters other platforms, including email campaigns and new social media, more residents will come back to the website to read details on the content that the City is providing. Having an easily managed website platform that is search-engine optimized, pleasant to look at, and offers tools to increase City efficiency is critical in getting this information to residents.

Selection Process

To facilitate this process, the City Manager's office conducted research, including a survey of website design firms utilized by other cities, in order to create a list of qualified website design firms. The City of Duarte invited 10 of these companies to provide a proposal (Attachment A), and an internal City staff committee interviewed eight firms. The firms were provided 30 minutes to discuss their submitted proposals including company background, scope of services, and references (Attachment B). The internal

City staff committee identified three firms to be invited for a second interview based on the following criteria: extensive experience working for municipalities, alignment of scope of services, and identified City website needs. Based upon findings from the second interview including a review of pricing, staff conducted reference checks for two firms. This consisted of contacting various City personnel and collecting information related to both overall experience working with the website firm and satisfaction with the completed website. The internal City staff committee reviewed all information and presented the finalist selection, accompanying full proposal, and reference check findings to department heads. The finalist met with all department heads to discuss the proposal, specific departmental needs, and the overall website development process.

Discussion: Based on the aforementioned process, staff recommends retaining Civica Software for purposes of the website redesign project. Civica Software has exclusively served local governments and special districts since 1997, and continues to lead the field in the design, development, and support of award winning websites. Civica has worked with over 125 public sector agencies during its 17-year tenure. The firm intends to execute the website redesign with a six to seven month period, and a projected date of February 2016 to launch the new website (Attachment C).

New Website Features

Based on City staff, Council, and community input gathered over time, the new website will contain a series of custom features, including payment integration and custom mapping. For example, various departments requested custom mapping. The Community Development Department requested an interactive custom map for the purposes of mapping and tracking the City's popular garage sale permit process. The custom map will integrate location points with mapping features. The Public Safety Department, on the other hand, also requested an interactive mapping feature for the purpose of electronically offering temporary parking permits. Departments also requested the ability to process a variety of common City financial transactions such as purchasing temporary parking permits or paying for a recreation class, for example.

Recreation Class Registration

Civica Software has recently partnered with Events.com to expand its client services. This integration of these two dynamic website/software companies will eventually offer the best of municipal website design, combined with the ability to provide easy to use web based recreation class registration software and online payment services. Unfortunately, the merger recently occurred, and the rollout of this new service will not be available for at least a year. In the meantime, to facilitate the City's ability to offer online class registration and online payment services, the Parks and Recreation Department researched various software companies and surveyed neighboring city recreation departments. Based upon these findings, the Parks and Recreation Department recommends at this time that the City contract with ACTIVE Network for the recreation class online registration service. ACTIVE Network, the industry leader in online Recreation software, provides the following services: web based class and activity registration;

mobile access to program registration, class, and activity registration management; easy to use facility scheduling and reservation system; point of sale system to easily complete transactions; email marketing to promote programs, classes and activities; and fundraising and donation management (Attachment D).

The Parks and Recreation Department anticipates with the implementation of ACTIVE Network services, residents will opt to utilize the online registration and payment method. Research illustrates that up to 85% of customers change to online registration due to convenience. The cost for the City of Duarte to contract with ACTIVE Net will be dependent upon many variables, including the final features selected. How the City will determine to absorb some of the costs incurred by customers utilizing the online payment option will dictate the final cost of the contract with the City. Costs associated with contracting with ACTIVE Network will be approximately \$16,400. Staff will determine what best fits the City's needs, balanced with budgetary constraints, and negotiate a final contract cost with ACTIVE Network. On the average, it takes 12-14 weeks to implement the ACTIVE Network systems and consistent with other software development firms, ACTIVE Network offers 24-hour, 365 day per year technical support and 1 on 1 customer training for City staff.

The schedule of work to launch a new website includes the following: *

1. Project Kickoff meeting (*1 week from contract execution*):
The project kickoff meeting will be led by a Civica Software project manager and include department heads to review the current City website design, view site examples, and discuss current Civica Software technologies and tools to incorporate in new website design.
2. Concept and Design (*4-6 weeks from kick-off meeting*)
The concept and design kickoff meeting will be led by Civica designers to further discuss the City website theme and application of City brand to selected theme. This process includes up to two revisions of the selected theme.
3. Architecture and Content Migration (*3-5 weeks from concept and design*)
The information architecture and navigation includes an audit of existing navigation and inventory of content to be migrated. City department heads will identify content to be migrated from existing website to new website.
4. End-User Training (*6-12 weeks from design migration*)
End-User training includes 8 hours of training for City staff and unlimited access to the Civica knowledge base and online video help center.
5. Quality Assurance Training and Technology Transfer (*1-3 weeks from completion of content migration*)
The quality assurance training and technology transfer includes a final check and stress testing of complete site. Throughout the process, City staff will have

access to an online project management system so that the process is transparent and accessible.

***The ACTIVE Network online Recreation Registration and payment implementation and training process will run concurrently with above Civica schedule.**

Fiscal Impact: The total website design, hosting, and recreation software project cost will not exceed \$49,045. Note: this amount includes a not to exceed amount of \$16,400 for the ACTIVE Network contract. Ongoing costs include a monthly fee of \$450 for website maintenance and support, plus an amount for ACTIVE Network.

Attachment A – Letter to Vendors

Attachment B – Matrix Comparing Firms

Attachment C – Civica Proposal

Attachment D – ACTIVE Network Proposal



ATTACHMENT "A"

City of Duarte

Sixteen Hundred Huntington Drive, Duarte, California 91010-2592
Tel 626-357-7931 FAX 626-358-0018 www.accessduarte.com

April 6, 2015

Mr. Evan Bricker
Civica Software
20101 SW Birch St., Suite 250
Newport Beach, CA 92660

Dear Mr. Bricker:

The City of Duarte is seeking to retain a qualified firm to provide the City with a complete website redesign, along with hosting services. The goal is to launch a redesigned website by the end of summer 2015. The City will invite those qualified firms for an interview during the end of April and would like to initiate a service contract shortly thereafter. The interview will last approximately for one hour, allotting time for a presentation and Q&A. The existing website www.accessduarte.com was created in 2009 by Mad Haus Creative.

The City is looking to work with an established qualified firm who will provide innovative ideas and will work closely with City staff in order to create the new City website. Elements such as: design, ease of use, interactivity, use of technology, and content should be highly considered in any submittal.

Please provide the following information two weeks prior to the interview: company information including: company overview, a brief narrative of the firm's professional services; experience, indicate number of years the company has worked on website design and/or hosting projects and number of years working with or supporting third party vendors such as online registration; Key personnel, provide resumes for key personnel who would be assigned to the project; and references of 5 clients including contact name, position, phone number, email address, and date of project. Submit the requested information via email to Karen Herrera, Deputy City Manager/Public Information Officer at herrerakaren@accessduarte.com

City staff will be in contact to schedule an interview date and provide additional information, and answer any questions.

Sincerely,

Darrell George
City Manager

Mayor
Tzeitel Paras-Caracci
Mayor Pro Tem
Samuel Kang
Councilmembers
John Fasana
Margaret E. Finlay
Liz Reilly
City Manager
Darrell George

ATTACHMENT "B"

	A	B	C	D	E
	Company	Contact Person	Services Provided	References	Personnel
1	CivicPlus Founded 1996	Will Spicer	Hosting/Security/Support Government Content Management System	City of Anaheim, Ralph Estadilla City of Hemet, Scott Underwood Rancho Palos Verdes, Dan Landon City of Temple City, Wendy Chung	
2	Vision Internet Founded 1995	Reed McGinnis	Graphic Design Vision Content Management System Integration of Third-Party components and databases	City of Dana Point, Kathy Ward City of Glendale, Damion Patrick City of Lafayette, Tracy Robinson City of Manhattan Beach, Leilani Emnace City of San Marcos, Sarah Divan	Kristoffer von Bonsdorff, Lead Project Manager Jay Ding, Manager of Technology John Vu, Senior Developer Gabriela Lifshitz, Graphic Designer Natalia Cudlip, Graphic Designer
3	Harlow Technologies Founded -1997	Daniel Harlow	Custom Web Design and Development Section 508 Accessibility Hosting Database Design	Armory Center for the Arts, Jon Lapointe Software Start Up, John Mehner Norton Simon Museum, Sally Swaney Pasadena Educational Foundation, Laura McKinzie Annenberg Foundation, David Mascarina	Daniel Harlow, Chief Information Architect Marc Eis, Creative Director Laramie Ericson, Project Manager & Business Analyst Brenda Harlow, Senior Web Application Developer
4	Tripepi Smith & Associates Founded 2001	Ryder Smith	Marketing Technology Public Affairs Word Press website development Website analytics and social media metric evaluation Email campaign management and execution Social media management Website development and support Full video production Photography production Google AdWords, LinkedIn and Facebook adverstising campaigns Website Search Engine Optimization	Independent Cities Finance Authority, Debbie Smith Rowland Water District, Ken Deck Inland Empire Utilities Agency, Andrea Carruthers Palmdale Water District, James Stanton Big Independent Cities Excess Pool, Gregory Spiker	Ryder Smith, President Sara Appel, Project Manager Satyen Aghor, Designer and Developer Jon Barilone, Senior Business Analyst
5	MadHaus Founded 1983		Design and Print Large format printing Websites Video Mobile Apps Marketing/SEO/SMO	Har-Bro, Lisa Tran Ventura Foods, Cheryl Zimmerman Variety Boys & Girls Club, Cris Arzate Volunteer Center of San Gabriel Valley, Penny Arroyo	

	A	B	C	D	E
	Company	Contact Person	Services Provided	References	Personnel
6	DLL Technologies, LLC Founded 2005	Mirna de Lira Lopez	Web Design Social media marketing Servers Networking Hardware/software support/sales Data mangement Remote solutions Cloud management	Home Brite, Phil Terra Nova Landscape Inc., Jose Friendly Home Caregivers, Ann Pasadena Museum of History Baker Romero, Jessica	Mirna de Lira Lopez, CEO/Design & Layout Patrick Mao, Architecture & Social media Phil Zubla, Website Designer Kevin Vargas, Domain/Hosting & Network Engineer
7	Wilson, Sparling & Associates Founded 1986	Daniel Sparling	Website design Website usability testing Information architecture Internet security protocols ADA accessibility compliance Streaming and video technologies Cross browser compatibility Social networks Testing and quality control protocols Database programming and schema design Software and hardware technologies Web application scripting languages Search Engine Optimization	California Association of Community Managers, Karen Conlon Metropolitan Transportaion Commission, Pierce Gould San Diego Association of Governments, Colleen Windsor City of Arcadia, Linda Garcia City of Covina, Peggy Delatch	Daniel Sparling, Project Manager Charley Bell, Creative Director Matt Kovach, Digital Marketing Manager
8	Civica Software Founded 1997	Evan Bricker	Design Development Civica proprietary Content Management System	City of Santa Barbara, Scott Nelson City of Palo Alto, Chris Carvalho City of Rancho Cucamonga, Erika Lewis-Huntley City of Livermore, Neal Snedecor Dallas-Fort Worth Clean Cities, TX, Pamela Burns City of Newton, MA, Joe Mulvey Orange County, Steve Salcido City of Carlsbad, Bill Baer	Stuart Gregg, General Manager/VP of Development Jeane Gregg, Operations & Project Management Evan Bricker, Client Account Manager Jason Reis, Busines Development Dave Welch, Senior Engineer Ilya, GIS & Mobile Application Specialist Marco Segura, Design & Integration Ryan Sapp, Design & Integration Clarissa Estrada, Content Migration & Enhancement Manager Melissa Ortiz, Content Migration & Enhancement Specialist Darren Dobson, Support Specialist Suraj Khetia, Support Specialist



Proposal For:
City of Duarte – Website Redesign

Presented On: 4/13/2015

Prepared For:

Karen Herrera
Deputy City Manager/ PIO
City of Duarte
1600 Huntington Dr.
Duarte, CA 91010
(626) 357-7391
herrerakaren@accessduarte.com

Proposal Contact:

Evan Bricker
Business Development Manager
Civica Software
20101 SW Birch St – Ste 250
Newport Beach, CA 92660
(858)652-4747 ext 31
ebricker@civicasoft.com



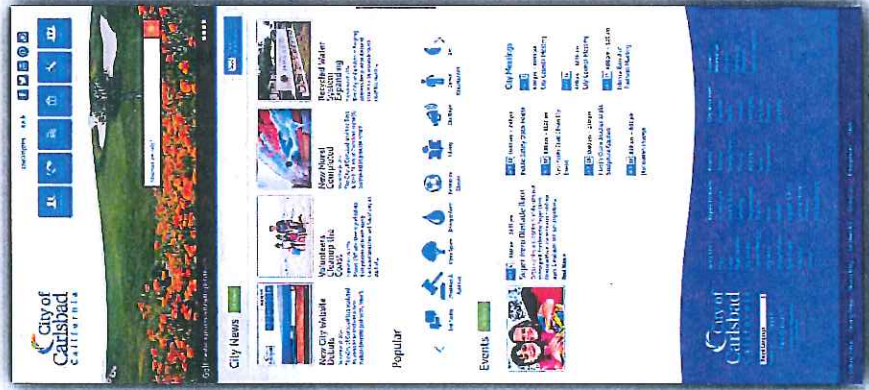
20101 SW Birch St. – Ste 250
Newport Beach, CA 92660
Phone (949) 851-1600
Fax (949) 851-1930
Email: info@civicasoft.com
Web: www.civicasoft.com

ATTACHMENT "C"

civica

software

Award-Winning Sites and Services Since 1997



Date: 4/13/2015

Dear Ms. Herrera,

We are very excited to send you this presentation for a new, mobile-friendly website for the City of Duarte. We have had tremendous success going live with the **City of Carlsbad, CA** (<http://www.carlsbadca.gov/>), and **City of Palo Alto, CA** (<http://www.cityofpaloalto.org>). We would be proud to partner with you to build an award winning site for your community.

Serving Local Governments and Special Districts since 1997, Civica continues to lead in the design, development and support of award winning Civic websites. The sites we build are modern, beautiful, easy-to-navigate and powered by Civica's proprietary Content Management System (CMS) - a professional grade suite of tools guaranteed to give you and your staff complete control you need over every page of your new website.

You deserve to work with a company that will respect your needs. This means we don't just apply the technology needed to deliver the site you *require*, but also the experience and personal touch that guarantees the connection and engagement you should *expect* to have with your web design Agency.

We are available to answer any questions and look forward to demonstrating our capabilities to your team.

Respectfully submitted,



Evan Bricker | Business Development Manager | (858) 652-4747 x31 | ebricker@civicasoft.com

Civica Software, based in Newport Beach, CA, is a California Corporation and is able to meet all terms and conditions of this project including insurance and conflict of interest.

Overview of Primary Capabilities

Civica Software is able to deliver anything and everything the District wants and needs.

- Modern Look and Feel
- Uniform and Fast Loading Pages
- Responsive (Adaptive) Layouts
- Minimalist Navigation
- Municipal Government Approach
- Governmental Transparency
- Easy to Navigate
- No Tech. Knowledge Required to Edit
- Community Resources Pages
- Social Media Integration and RSS
- Comprehensive Permission Settings
- Multi-Lingual Translation
- Global Design and Branding
- Security and Compliance to Section 508
- Site Wide Search
- Forms With Payment Option
- Document Management
- Page and Site-Wide Emergency Alerts
- FAQ's and A-Z Index
- News Flash and Calendars
- Photo Gallery
- Staff Directory
- Citizens Requests Mgmt.
- Weather
- RFP Module and Integrations
- 3rd Party Integrations
- Interactive Maps (ESRI/GIS)
- Mobile Applications
- Robust Analytics and Tracking
- Mailing Lists and eNewsletters
- Third Party Integrations
- Friendly URLs and QuickLinks

Introduction

Company Background

Civica was founded in 1997 by a team of web technologists and a city council member from Southern California who were inspired to launch an innovative, online communities for local governments. We have launched over 300 government projects across 125 agencies and are the premier eGov provider nationwide for local governments, special districts, and non-profit groups.

In addition to being beautiful and fun to interact with, Civica websites are functional and easily accessible across all devices. The secret to our award-winning technologies is a collaborative and user-focused approach to design and development. Thriving communities are supported by active residents who take great pride in the place they call home. Providing them a friendly and familiar way to share ideas and offer feedback is the responsibility of every local government. Together, we will strengthen your community and better the lives of residents and neighbors.



Company Size

In business since: 1997
Total size of firm: 25
Federal Taxpayer ID Number: 33-0776055



Office Location

20101 SW Birch Street - Suite 250
Newport Beach, CA 92660
(949) 851-1600 | www.civicasoft.com



Other Information

Pixelpushers, Inc. dba Civica Software (Civica) is a California subchapter-S corporation founded in 1997 and based in Newport Beach, CA.



Availability

Civica is available to begin this project immediately (upon negotiation of a contract).

Key Personnel Employed at Civica

Principal

GENERAL MANAGER/VP OF DEVELOPMENT: STUART GREGG

With 27 years' experience of general systems coding, Stuart has been with Civica from the beginning, developing the modules & interfaces for the Civica System & managing other members of the development team. Among other responsibilities, he leads the R&D team that continues to add strength to the Civica system.

ROLE: Planning & Managing Development, System Integration and Customization

OPERATIONS & PROJECT MANAGEMENT PROJECT MANAGER: JEANNE GREGG

Jeanne has over 20 years of experience in client support, staff & project management in both the domestic and international technology arenas. She holds a Master's degree in Applied Linguistics. Jeanne's hands-on experience with project planning and content migration have made her instrumental in establishing and refining processes to allow for smooth, effective and on-time CMS/CRM project implementations. Jeanne manages all phases of a project, acting as a liaison between the Client and various Civica staff active at each stage of design and development.

ROLE: Project Management, Timeline and Milestone

Account Management

CLIENT ACCOUNT MANAGER: EVAN BRICKER
Evan graduated from the Kelley School of Business at Indiana University with a degree in Finance. In his previous role as a Sr. Account Manager for a Fortune 500 software company, Evan gained a passion for client satisfaction through a consultative approach to develop long-term and trustful relationships.

ROLE: Business Development, Client Contact

BUSINESS DEVELOPMENT: JASON REIS

Professional roles span social media startup ventures, website design & technology-based business development in both commercial and educational environments. Collaborating with his clients from start to finish, Jason is focused on the Civica user interface and experience as it applies to both citizen and government staff. He received a Bachelor's of Science Degree in Web Design and Interactive Media from the Art Institute of California (OC), where he graduated he was a valedictorian with President's Honors.

ROLE: Business Development, Client Contact

Development & Engineering

SENIOR ENGINEER: DAVE WELCH

With 14 years of experience building a variety of software applications in ASP.NET, .PHP and SQL frameworks, Dave's knowledge of coding and user interface design is second to none. His work has impacted Civica's proprietary E-mail Manager, Citizen Relationship Management (CRM) System and Government Transparency Module. Dave currently leads development of the CRM, specific customized modules, and extranet applications.

ROLE: Development of New Functionality & System Customization

GIS & MOBILE APPLICATION SPECIALIST: ILYA GORELIK

Formerly Chief Technology Officer for CareerCorner.TV, an educational startup in Orange County, California. Prior to that consulted for buy.com, the world's second largest e-commerce site. Ilya graduated from the Civil Aviation Engineers University in Latvia. Considerable experience in the development of mobile applications, database applications and is the Civica specialist on GIS systems.

ROLE: GIS Integration and Mobile Application Development

Key Personnel (Continued)

Web Design

DESIGN AND INTEGRATION: MARCO SEGURA
6 years as a Web design professional, Marco is highly skilled with graphic design tools including Adobe Photoshop and Illustrator, and proficient in coding languages including jQuery, PHP, MySQL and ASP. Worked in website layout, Web development, corporate branding and graphic design for Pista Fixed Gear and Design Pros, Inc. Received his Bachelors of Science Degree in Web Design and Interactive Media from the Art Institute of California.

ROLE: Design Concept and Integration

DESIGN AND INTEGRATION: RYAN SAPP

Ryan targets audiences through dynamic and creative websites which combine his skills at CSS, jQuery, PHP and AJAX, with his highly developed skills at digital art and interactive media. He has provided effective Web solutions for the Chuck Jones Center for Creativity, Suzuki Strings and several of Southern California's small businesses. Ryan has a Bachelor's of Science degree in Digital Media and Web Design.

ROLE: Design Concept and Integration

Content Migration and Enhancement

CONTENT MIGRATION & ENHANCEMENT

MANAGER: CLARISSA ESTRADA

A core member of the Civica team since 2008, she holds a Bachelor's degree in CIS from DeVry Institute of Technology in Long Beach. Involved with the content migration portion of all projects. An expert in data organization, data relocation, content styling and detailed project planning. She now leads our content migration specialists and is a key member of our team.

ROLE: Manager of Project Content Migration & Enhancement

CONTENT MIGRATION AND ENHANCEMENT

SPECIALIST: MELISSA ORTIZ

Held professional roles as both a content editor and digital media specialist in corporate and educational arenas. Received her Bachelors of Arts degree in English Writing and Communications from Manhattanville College in New York, as well as a Professional Certificate in Digital and Graphic Design Production from New York University. Over 3 years of experience working with HTML and Web-based Content Management Systems.

ROLE: Content Migration & Enhancement, Content Writing

Dedicated Customer Support

SUPPORT SPECIALIST: DARREN DOBSON

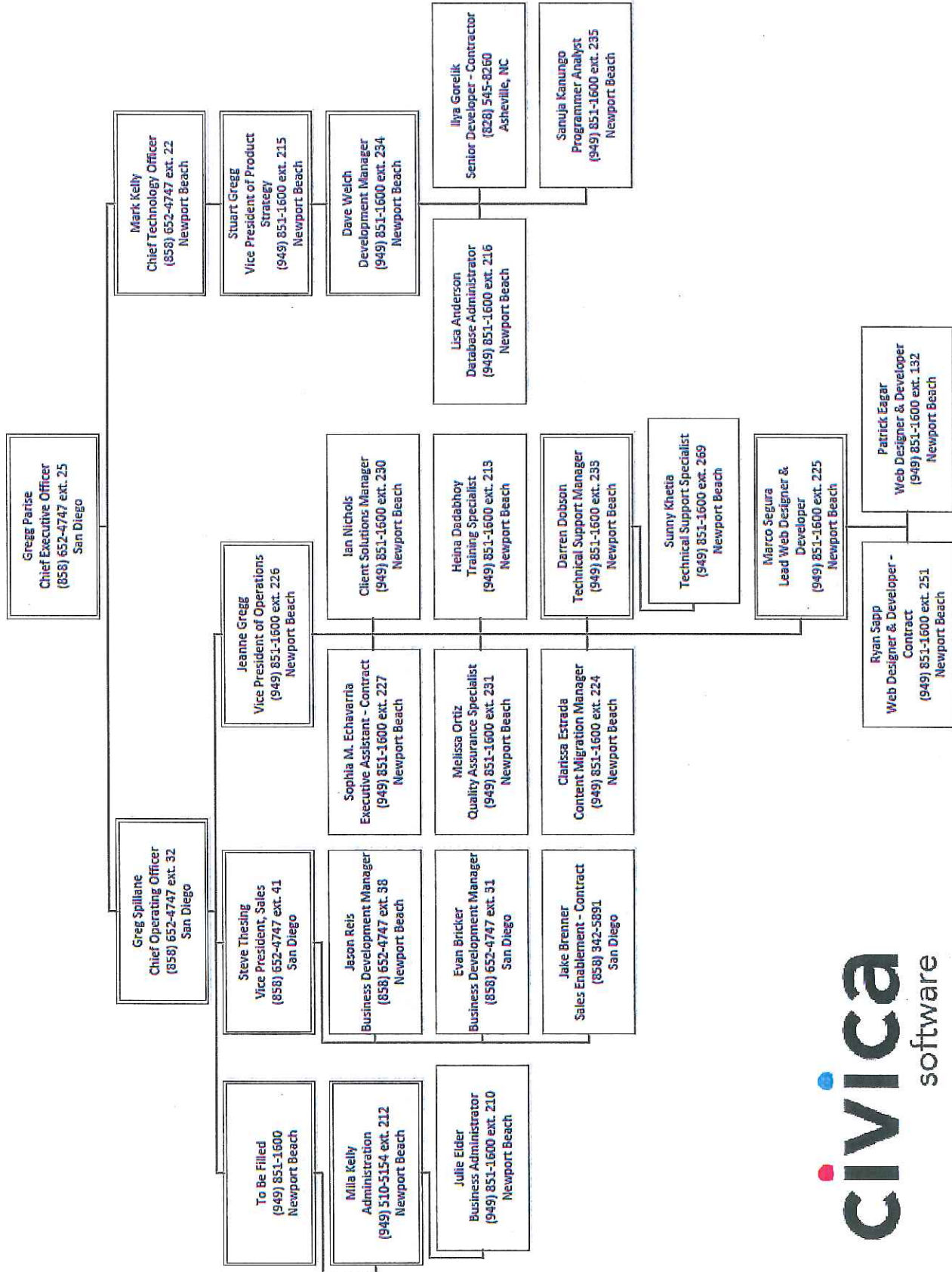
Experience comes from a diverse background including Web mastering, training & technical support and applies it to help Civica's clients showcase content to their audience.

ROLE: Customer Phone Support & Web-based Training

SUPPORT SPECIALIST: SURAJ KHETIA

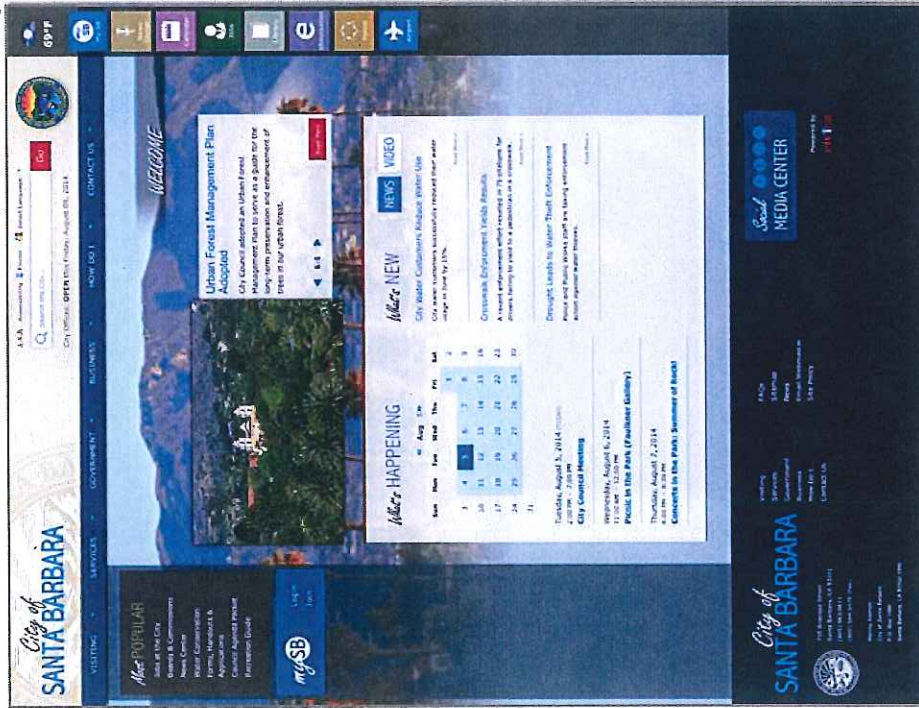
Over 7 years of experience as a Web developer programming in HTML and CSS, holding lead roles in relational database management, content migration and system optimization. Applies his experience to increase Civica clients' knowledge of the CMS. Assists in troubleshooting reported problems.

ROLE: Customer Phone Support and Web-based Training and Web Mastering Services



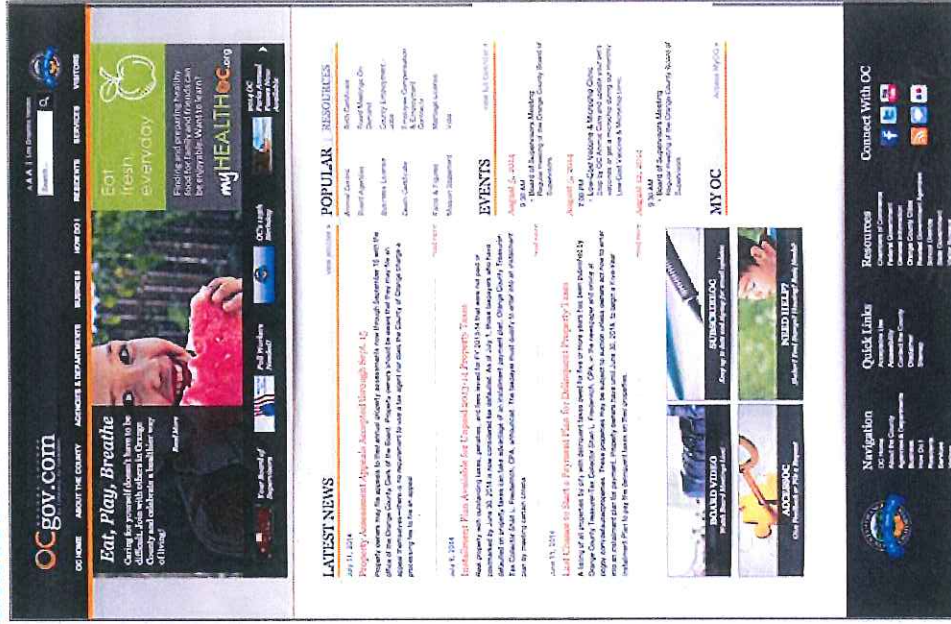
Featured Design Examples

View more examples at <http://www.civicasoft.com>

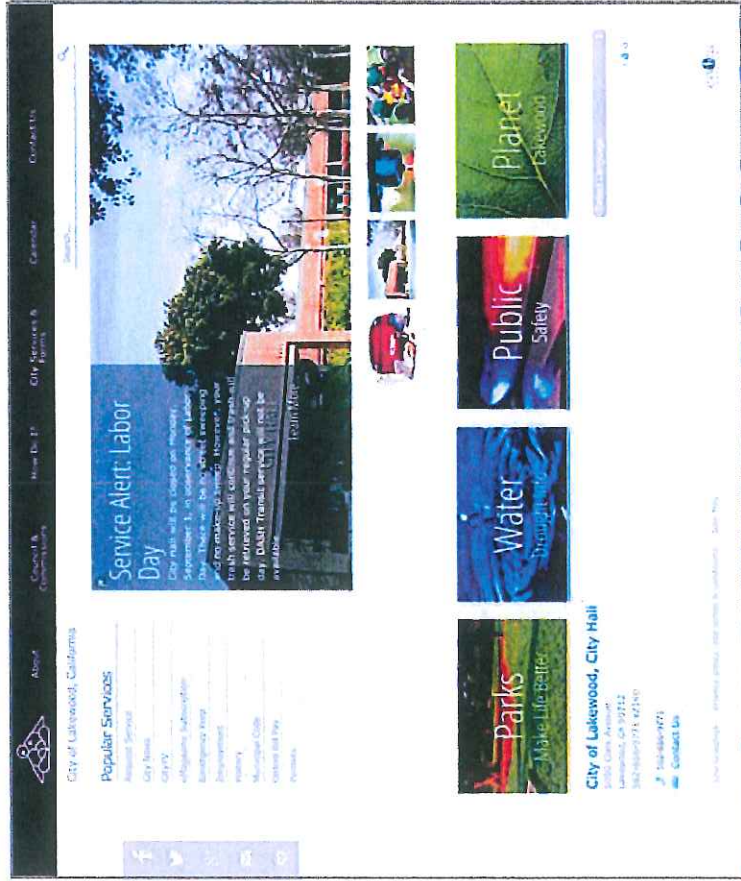


City of Santa Barbara, CA - <http://www.santabarbaraca.gov/>
Center for Digital Government - Best Website Award 2014
WebMarketing Association - Outstanding Website Award 2014

Orange County, CA - <http://ocgov.com/>



Featured Design Examples (Continued)



City of Lakewood, CA - <http://www.lakewoodcity.org/>

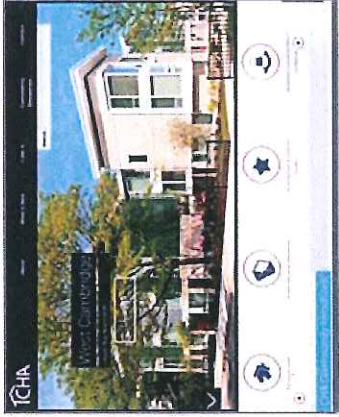
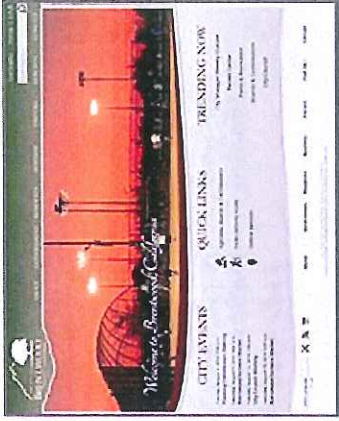
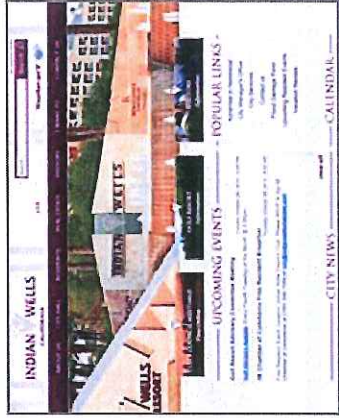


City of Palo Alto, CA - <http://www.cityofpaloalto.org/>
FINALIST - WebAward for "Best of Web 2013"



Additional Design Examples

View more examples at <http://www.civicasoft.com>



Civica Professional References



Santa Barbara, CA

735 Anacapa St.,
Santa Barbara, CA 93101
www.santabarbaraca.gov

Scott Nelson

Webmaster
O: (805) 897-2510
snelson@santabarbaraca.gov

Go Live: 7/13

Responsive Website, Intranet, CivicaAssist CRM and CRM Mobile App, Santa Barbara Airport and Library Subsites



Palo Alto, CA

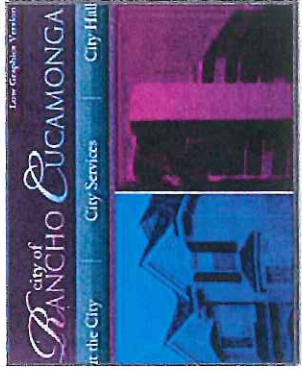
250 Hamilton Ave
Palo Alto, CA 94301
www.cityofpaloalto.org

Chris Caravalho

Sr. Information Technologist
O: (650) 329-2313
M: (408) 910-6853
chris.caravalho@cityofpaloalto.org

Go Live: 8/12

Website (Responsive In Development), Intranet with Custom AD Integration (Phone Directory), 7 Unique Subsites and Police Department Intranet



Rancho Cucamonga, CA

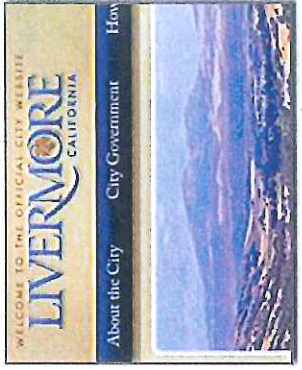
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
www.cityofrc.us

Erika Lewis-Huntley

Management Analyst III
City Manager's Office
O: (909) 477-2700 ext. 2008
erika.Lewis-Huntley@cityofrc.us

Go Live: 11/10

(website refresh in progress) Website, Intranet, CivicaAssist CRM and CRM Mobile App, Historical Photo Subsite (Award Winning)



Livermore, CA

1052 South Livermore Ave
Livermore, CA 94559
www.cityoflivermore.net

Neal Snedecor

IT Manager
O: (925) 960-4144
nhsnedecor@ci.livermore.ca.us

Go Live: 3/11

(website refresh in progress) Website, 2 Unique Subsites

**As we value and respect the time of our professional references, we request notice a few days prior to reference calls so that we may let them know to expect you.*

References (Continued)



Dallas-Fort Worth Clean Cities, TX

Dallas-Fort Worth, TX
www.dfwcleancities.org

Pamela Burns

DFW Clean Cities
Coordinator/Communications
Supervisor Central Texas Council
of Governments, Transportation
O: (817) 704-2510
pburns@nctcog.org

Go Live: 4/14

Website with Vendor Portal



Newton, Ma

1000 Commonwealth Ave
Newton Centre, MA 02459
www.newtonma.gov

Joe Mulvey

CIO, IT Department
O: (617) 796-1188
jmulvey@newtonma.gov

Go Live: 2/12

*Website with News, Calendar,
Document Management and
Several Third Party Integrations*



Orange County, CA

Hall of Administration
333 W. Santa Ana Blvd.
Santa Ana, CA 92701
www.ocgov.com

Steve Salcido

Manager, CEO - IT
O: (714) 834-7057
stephen.salcido@ocgov.com

Go Live: 1/13

*Website with CivicaCMS
hosting 57 Department/Agency
Subsites, GIS Integration for
Parks Maps, Mobile API under
development*



Carlsbad, CA

City Hall
1200 Carlsbad Village Drive
Carlsbad, CA 92008
www.carlsbadca.gov/

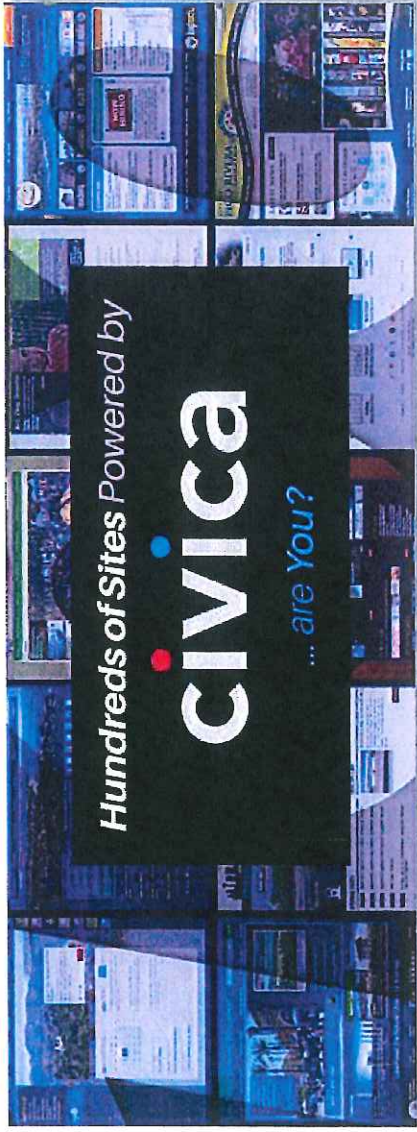
Bill Baer

Information Technology Manager
O: (760) 602-2451
bill.baer@carlsbadca.gov

Go Live: 9/14

*Website with next gen
information architecture, news
center, social media
integrations*

*As we value and respect the time of our professional references, we request notice a few days prior to reference calls so that we may let them know to expect you.



(if digital document - clickable links below to client websites)

Carlsbad, CA	Pacifica, CA	Orange, CA
Elsinore Valley MWD, CA (in dev)	Palo Alto, CA	Roseville, CA
Laguna Beach, CA	Eureka, CA	Inglewood, CA
Lakewood, CA	Orange County, CA	Martinez, CA
Mountain View, CA	Folsom, CA	Redondo Beach, CA
DFW Clean Cities, TX	Fullerton Police, CA	Bellflower, CA
Woodland, CA	Los Angeles County SD, CA	Brentwood, CA
Garland, TX	Long Beach Library, CA	Cal CUPA, CA
Indian Wells, CA	Newport Beach PD, CA	Cambridge Housing Auth., MA
Fullerton PD, CA	Unified Fire Authority, UT (in dev)	Compton, CA (in dev)
Murrieta, CA	Rocklin, CA	Connect Transit, IL
Newton, MA	Santa Fe Springs, CA	Durham MPO, NC (in dev)
Irvine TV (ICTV), CA	El Segundo, CA	Irvine, CA
Pico Rivera, CA	Merced, CA	Lake Forest (Eco. Dev.), CA
Pleasant Valley RPD, CA	Montclair, CA	Livermore/Pleasanton Fire, CA
Port of Long Beach, CA	Placerville, CA	Norco, CA
Gloucester County, NJ	San Bernardino, CA	Pleasanton, CA (in dev)
Livermore, CA	Santa Barbara Airport, CA	Team Fire Force (OCFA), CA
Oceanside, CA	San Carlos, CA	Thousand Oaks, CA
South Coast Water District, CA	Westminster, CA	Tustin, CA (in dev)
Whittier, CA	Long Beach, CA	WESA Water, CA
El Cajon PD RV Permits, CA (app)		

.... AND YOU!

Scope of Work for City of Duarte

Consultant will design and integrate a new look, feel and concept for the City of Duarte's website, powered by the latest version of the Civica Content Management System (CMS).

Discovery: Project Kickoff (\$1,350)

- Design kick-off meeting to review current design, view site examples and discuss current Civica technologies and tools to incorporate in new design

Concept and Design: New Look & Feel for City of Duarte's Website (\$5,425)

- Design Kickoff meeting with Civica Designers
- Further Discussion and Selection of Theme
- Application of City of Duarte's Branding to Chosen Theme and Skinning of theme to match City of Duarte's desired color scheme and chosen theme design
- Up to (2) revisions of theme options

Information Architecture and Navigation (\$2,480)

- Audit of existing navigation and inventory of content to be migrated
- Establish and construct new and improved information architecture for website

Existing Content Migration, with up to 400 pages transferred from the previous navigation structure into the new navigation structure (\$7,520)

- A Content Matrix is a spreadsheet used to detail the entire navigation structure (sitemap) of a website, matching pages located in a previous navigation or previous website to a new navigation structure.
- Upon receipt of a completed Content Matrix from the City of Duarte, Consultant will use the Content Matrix as a roadmap to match up and transfer content from the previous website into the new website's navigation structure
- Migration of Filebank items, images, news items and calendar events
- Consultant will work with the City of Duarte to fix broken page layouts.

Training (\$1,800)

- 8 hours of user training
- Unlimited user access to Civica Knowledge Base and online video help center

Quality Assurance and Technology Transfer (\$3,100)

- Final check and stress testing of complete site
- At launch, you will take full control of the maintenance of all sections
- Full access to the source code (Private Open-Sourced)

10955 Vista Sorrento Pkwy, Suite 100
San Diego, CA 92130
Tel: (858) 257-2300 | Fax: (949) 851-1930
www.civicasoft.com



Project Management (\$2,970)

- Internal project management, coordination and planning for redesign project - includes 15 hours of project management.

Hosting (\$3,000)

- 99.5% uptime with disaster recovery and offsite backup options
- 24/7 phone support and monitoring

2 Interactive Custom Maps (\$2,500)

- Creation of custom map graphics, color schemes and location icons
- Integration of location points with mapping module
- Project scope includes up to 10 custom category icons and set up of 50 locations

Payment Integration (\$2,500)

- Custom code for dynamic processing with Clients Merchant Services Provider added to simple forms module
- Addition of new database tables, export of XML schema and integration with payment vendor API
- Functionality will be available for use in future forms that require taking payment

Schedule of Implementation Services

Stage 1: Project Kick-Off Meeting

Consultant will host a project kick-off meeting with the City of Duarte's team to review discuss current Civica technologies (User Portal, Social Media Integration, Modules, etc.), and introduce all tools used to make this project a success (Collab, Content and Branded Page Matrices for Content Migration, etc.).

Timeline: Completion 1 week from Contract

Stage 2: Concept & Design New Look & Feel Website

Civica will host a theme selection meeting. In this meeting you will sit down with a Civica designer to go over all the themes in the currently available ThemePaks, and come to a decision on which theme best suites your needs. At this time you will also discuss branding and color schemes for the theme with the designer.

Upon finalizing the branding and color scheme, Civica will launch the Development site and being the integration of the approved color scheme and branding. Once the integration is completed you will have up to 2 revisions of the colors scheme and branding to reach final approval of the new website.

Timeline: Completion 6-10 weeks from Contract

Stage 3: Website Engineering and Design Integration

Once the homepage and secondary (internal) page designs have been approved by the City of Duarte, Consultant will host a development version of what will become the new City of Duarte's website. Consultant development engineers will integrate the approved designs with the new system.

Civica no longer supports Internet Explorer 8 (IE8). Civica will place a notice to users of IE8 that it is not able to view the website and then direct them to download a modern browser.

Timeline: Completion 3-5 weeks from Design Approval

Stage 4: Content Migration Services

City of Duarte to run link check in Civica Admin to remove deleted pages from server and remediate broken and duplicate links*. Upon completion of link check, Civica will import content on live site into development site. City of Duarte will provide a completed content matrix (webpage inventory) to match old top navigation to new navigation on development site. Civica will import content "as is" from live site to development site and relocate pages to their new navigational structure. Civica will set up system-wide CSS styles to match the look and feel of the new website and set up a styles page for review.

Some page layouts have been updated to support the responsive framework requirements. Civica will set up a sample page per updated page layout (e.g. FAQs, Photo Gallery, HTML & News) and provide an inventory of pages on the live site that use an unsupported layout. City of Duarte' staff will be responsible to update all unsupported page layouts. Civica will not be responsible for cleaning up HTML code or manually applying CSS styles to headings, tables, etc.

Stage 5: End-User Training

If so desired, City of Duarte can purchase additional web-based training sessions for Staff, which includes instruction in content management and system administration tasks. Pricing options have been included with this agreement and quote and can be added to the scope of this contract.

Estimated Timeline: Completion 2 weeks before completion content migration

Milestone 6: Quality Assurance & Technology Transfer

Although the site will be continually tested during the entire duration of development, a final checking and testing will take place at this stage. Consultant will either transfer the development site to Consultant's hosting server or assist in the deployment of the new site on the City of Duarte's servers, wherever they are located. Upon transfer of the site, the site will go-live and the City of Duarte will take full control of the maintenance of all sections, including full access to the source code for the purpose of disaster recovery

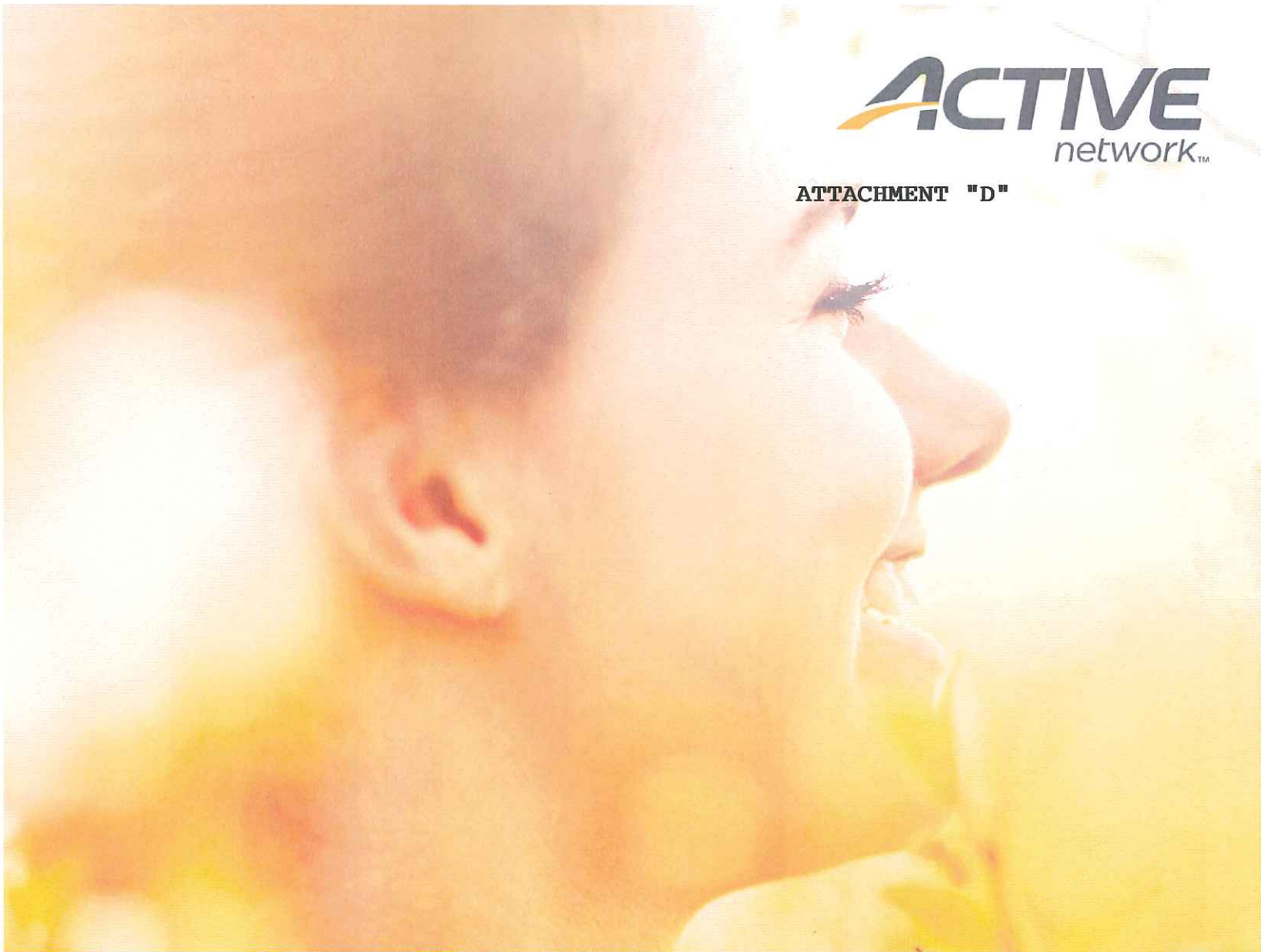
Timeline: Completion 2 to 6 weeks from completion of end---user training.

Overall project timeline: 16-28 weeks.

Total Project Cost: \$ 32,645



ATTACHMENT "D"



WHAT'S YOUR *ACTIVE*?

Neal Block, Senior Account Executive

ACTIVE Network

858-527-5951

Neal.Block@ACTIVENetwork.com

OVERVIEW

Evaluation Process:

Senior Account Executive, Neal Block, interviewed key members of the Center to understand current workflows, areas for improvement, and overarching organizational goals.

Project Goals:

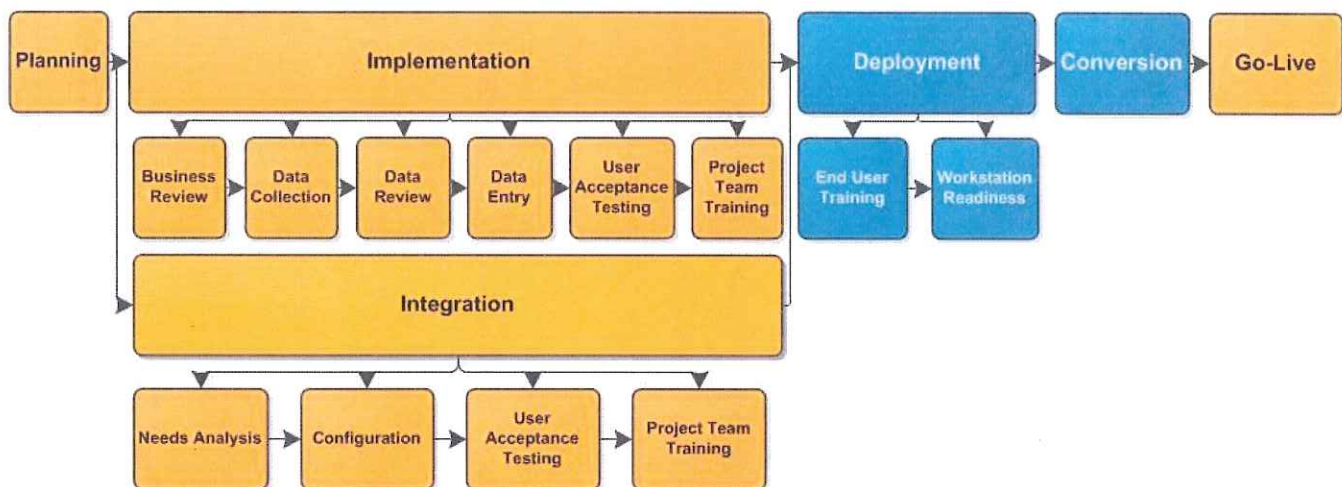
- Replace system with new Parks and Recreation Software
- Offer Activity Registration, Online Registration, Membership Management, and Reservations

IMPLEMENTATION, TRAINING & SUPPORT

ACTIVE offers technical support, 24x7x365 for system critical technical support. We also have a dedicated account management team to help with non-technical needs. Plus, during your upgrade to ACTIVE Net you'll have a service consultant to help you implement the technology. Offering friendly support for all your needs.

Implementation & Training:

- Project Manager from ACTIVE and Project Consultant are assigned before implementation:
 - Kick-off call
 - Pre-Implementation Training
- 1 on 1 Implementation with an ACTIVE Consultant
 - Assessment and Planning
 - Training
- System Design
- Configuration and Testing
- System Deployment and Go-Live Assistance
- Project Closure (Summary Documentation and Wrap-up)



Package

ACTIVE Net Service Package C3 consists of the following Services:

- remote business process review
- remote functionality review & data collection preparation
- remote data collection review
- remote data entry (inventory and policy controls)
- remote user testing
- remote train the trainer training
- remote Go Live preparation

The scope of Services is contained to the 3 functionalities of choice.

50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.

50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.

Schedule

Initiation	Project Launch	Remote
Week 1	Business Process Review	Remote
Week 3	Module 1, 2, 3 Review & Data Collection Preparation	Remote
Week 5 and 6	Module 1,2, 3 Data Collection Review	Remote
Week 7 and 8	Module 1,2, 3 Review and Training	Remote
Week 9	Module 1,2, 3 User Testing	Remote
Week 10	Go Live	Remote

Account Management:

All of our software partners have a dedicated Account Manager assigned as your main point of contact throughout ACTIVE. Their role is to help support you with market knowledge and as a non-technical point of contact to help with all of your needs.

Available Support:

- ACTIVE's Customer Support Analysts accessible via phone, messaging and email.
- Self-service support:
 - Searchable knowledgebase
 - User guides & Online forums
- Online Services Team and eMarketing Center
 - Tips and templates for promoting online registration through email campaigns & website optimization

MINIMUM REQUIREMENTS FOR ACTIVE NET

Hardware Requirements

Processor: 300 MHz

RAM: 512 MB

Hard Drive: 1GB free space

Internet Access: DSL/Cable or faster

- Please note that wireless networks are not recommended for training sessions or front desk environments

Please Note - Peripheral Support:

- Depending on the peripheral configuration employed, ACTIVE Net may require the presence of one or more open serial or USB ports.
- System requirements may also vary depending on purchased peripheral hardware (card readers, printers, cameras, gate kickers, etc.) and accompanying software.

Software Requirements

Operating System: ACTIVE Net is certified for Windows 2000 or higher.

Web Browser:

- Internet Explorer 6.0 or higher is preferred for ACTIVE Net administration.
- Additional settings may need to be changed during training.
- Additional browsers (e.g, Firefox, Chrome, Safari) are supported for public access.

Java: Java must be installed for ACTIVE Net administration. To check if you have the latest version of Java installed, go to: <http://www.java.com/en/download/installed.jsp>

Adobe Acrobat Reader: Version 6 is required for most report generation within ACTIVE Net. <http://get.adobe.com/reader/>

Flash: If using Resource Scheduler or Enhanced Customer View, Flash Player is required. <http://get.adobe.com/flashplayer/>

PROPOSED SOLUTION

Services	Description	Total Price
ACTIVE Net	ACTIVE Net Service Package consists of the following Services: - remote functionality review & data collection preparation - remote data collection review - remote data entry (inventory and policy controls) - onsite user testing - onsite train the trainer training - remote Go Live preparation The scope of Services is contained to the 3 functionalities of choice. Activity Registration, Facility and Field Rental, Membership Module, Online and Mobile Registration (included) 50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice. 50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.	\$16,400

Service Total

\$16,400

Included Functionalities
Activity Registration Module
Online and Mobile Registration
Membership Module
Facility and Field Reservations

3rd Party Hardware			
Standard IPAD w/ PCI PED cert USB HID w/Magensa.net Key	Quantity	Unit Price	Extended Price
Hardware Total	1	\$291.50	\$291.50
			\$291.50

Software as a Service Pricing		
Fees		Fee
Staff Interface – 2.5%		
Includes all over the counter transactions		2.5%
All Credit Cards (Level 1 PCI Compliant, see below)		3.0%
Public Interface (ANY AMOUNT) 5.5%		5.5%

Quote Summary	
Total Services Costs	\$16,400

Total **\$16,400**

SOFTWARE AS A SERVICE TRANSACTION MODEL

ACTIVE Net eliminates the need for costly software and IT infrastructure investments. ACTIVE Network owns and maintains the entire database and web server infrastructure. Using the hosted Active Net solution means low-cost automation for your team since you won't have to user licenses, servers or separate maintenance agreements.

We provide an integrated merchant account, securely process all online and offline transactions and safely store your data and back it up every 30 minutes.

Online Registration ACTIVE will help you with online adoption to ensure your online registration site gets the most traffic possible.	Software Licensing & Maintenance Our software supports unlimited users and locations.	Product Upgrades ACTIVE manages all updates and upgrades so there's no additional work for you.
Support ACTIVE offers unlimited technical support, 24x7x365 system critical technical support and a dedicated account management team to help with non-technical needs.	Infrastructure Costs ACTIVE hosts and manages the IT infrastructure in SSAE 16 Compliant and top level, tier 4 Data Centers, which means peace of mind and lower costs for you.	PCI Compliance ACTIVE maintains PCI level 1 compliance, taking the responsibility for risk and validation requirements at the point card data is entered into ACTIVE Net.
Payment Processing ACTIVE Net includes credit card processing for all transactions regardless of brand, rewards or type used.	One-Stop Shop ACTIVE provides the application, hosting and payment processing. Includes all gateway, authorization, 'card-not-present' and interchange fees.	Predictable Processing Costs Our rates do not change by the card brand or type used (rewards/affinity programs).

SOFTWARE AS A SERVICE (SaaS) FEES

As a fully-hosted, transaction-based technology tool, ACTIVE Net virtually eliminates the need for costly software and IT infrastructure investments.

Safe, Secure and Fully-Hosted

ACTIVE owns and maintains the entire databases and web server infrastructure hosting your ACTIVE Net solution, meaning low-cost automation for your team. We provide our own merchant account (so you don't have to), securely process all online and offline transaction and safely store your data.

Staff-Interface Transactions (Walk-In, Phone-In, Mail-In)

When a participant registers and pays for a class on site with cash, a check, or credit card, the Organization is charged a transaction fee.

Staff Interface Transaction Fees		
Technology Base Fee	2.5%	
Additional Fee for Credit Cards	3.0%	(5.5% total)
Additional Fee for ECP	0.5%	(0.5% total)

Staff Interface CASH / CHECK Transaction Example:	
Class / Program Fee:	\$100.00
Standard Transaction Fee: (2.5%)	\$2.50
Participant Pays:	\$100.00
Organization Nets:	\$97.50
ACTIVE Collects:	\$2.50

Staff Interface CREDIT CARD Transaction Example:	
Class / Program Fee:	\$100.00
Standard Transaction Fee: (2.5%)	\$2.50
Additional Credit Card Fee: (3.0%)	\$3.00
Participant Pays:	\$100.00
Organization Nets:	\$100.00
ACTIVE Collects:	\$5.50

Public Interface Transactions (Self-Serve Online)

When a participant registers and pays for an event, program or reservation over the internet, ACTIVE charges a transaction fee to the registrant. This fee is in addition to your class / program fee.

Public Interface Transaction Fees	
Online Processing Fee:	5.5%

Class \$100

Processing Fee 5.5%

Participant Pays \$105.50

(Organization pays \$0)

Four Easy Options for handling the Public Interface Fees:

1. Pass Processing Fee On to your Participant (as shown in the example above)
2. Organization Can Absorb the Processing Fee
3. Organization can Split 50/50 between Absorbing and Passing On
4. Charge the Participants up to \$X amount and absorb the difference.

DATA CENTERS & SECURITY

Maintaining a Software-as-a-Service (SaaS) environment with market leading availability and security is something that ACTIVE embraces as a core strength, and it's what sets us apart from the competition. Our commitment is to consistently maintain a state-of-the-art data center and application infrastructure that is supported by a team of highly skilled, highly trained, technology professionals to keep your data "always on", safe and secure.

OVERVIEW:

- **Datacenter Capabilities:** Our primary datacenter is designed to meet the Uptime Institute's Tier IV datacenter standards and incorporates multiple, active power and cooling distribution paths, has redundant components, and is fault tolerant; providing 99.995% availability of those functions. In the event of any local/regional blackouts or disaster, the datacenter would continue to provide uninterrupted. All Datacenters hold a current SSAE16 certificate and can be provided on request.

SECURITY:

- **Physical Security:** At present, ACTIVE's datacenters implement five layers of physical security:
 1. Perimeter – Blast walls, locked gates, no clear avenue of approach/entry and lack of exterior signage.
 2. Exterior Walls – Reinforced concrete with a minimum of reinforced, alarmed doors. Perimeter video cameras. Entry to lobby requires verification against an authorized list.
 3. Mantraps – once inside the lobby, steel mantraps block entry to the datacenter.
 4. Manned Access Control – Access beyond the mantrap requires ID and biometric authentication controlled by 24/7-armed guards. Additional audio and camera surveillance are implemented.
 5. Caged Spaces – Within the datacenter, all Active Network operated equipment is separated and contained within an individually locked and monitored cage.
- **Network Security:** Digital traffic into and out of the facility goes through multiple layers of firewall and denial-of-service hardware based protection using best-in-class equipment from manufacturers such as Juniper, Cisco, and F5.
 - SSL cryptographic protocol ensures information is secured at the transport layer, end-to-end, using 128-bit encryption keys
 - Application and data servers each reside in its own segmented network environment separated from network access by a DMZ that is protected by our own double layer of enterprise class firewalls.
 - CISSP certified professionals use a comprehensive suite of tools to inspect network activity, watching for and protecting against any external threats
- **Data Security:** All customer account information is encrypted in the database and strong passwords are enforced by the application interface. Data access is only allowed through specific service accounts that have server and process specific permissions. Our integrated application security architecture prevents anyone but the customer from accessing his or her data.

- **Testing:** Our products are regularly tested from the Internet for vulnerabilities with industry leading audit review and penetration testing expert Trustwave®.
 - Monthly tests to ensure highest published payment industry and government standards
 - Fully accredited to meet the scanning requirements for the Payment Card Industry (PCI) standard used by Visa, MasterCard, American Express, and other consumer credit providers
 - ACTIVE also conducts weekly internal vulnerability scans to identify potential areas of risk and drive remediation on an ongoing basis independent of our external scans
- **PCI Compliance:** The PCI standards cover everything from network security, to application security, to background screening of our employees. We participate in Visa's Payment Card Industry (PCI) data security standards compliance audit and hold the highest available certification, a Level 1 Payment Processor Certification for all our payment processing.

OPERATIONS:

- **Monitoring and Response:** All systems required for supporting the application and services are fully monitored by a suite of tools. We perform monitoring, alerting and notification on multiple tiers of the technology architecture.
 - Core Infrastructure Monitoring – Our entire technology stack is monitored 24x7.
 - Customer Experience Monitoring – We implement a separate 3rd party service that continuously tests our web facing products for key functions from a variety of geographic locations, beyond our own data centers. Should error conditions occur in any of our monitoring tools, alerts are immediately forwarded to engineering staff for investigation and resolution.
 - We also operate a network operations center (NOC) that is fully staffed 7/24/365.
- **Data Protection & Recovery:** We protect critical customer data contained in the database with back ups on a regular basis throughout each day. We replicate both nightly incremental and full backups to a secondary server within the local data center for online storage, and create tape backups for offsite storage. Online storage allows duplication of data to occur in near-real time versus the hours or days it may take to recover from tape-based media only.

All systems and services have the confidence of maximized uptime through:

- Fully Redundant Data Center Facilities
- Replicated databases, redundant servers as well as offsite data storage
- Production Data protected by continual real-time mirroring, replication and digital backup
- Uninterruptible power supplies and generator backup for all production systems

Back up timing:

- Transaction Log – Every 10 minutes
- Incremental Backup – Nightly
- Full Backup – Weekly
- Backup Storage – Every 2 months

CONTACT US

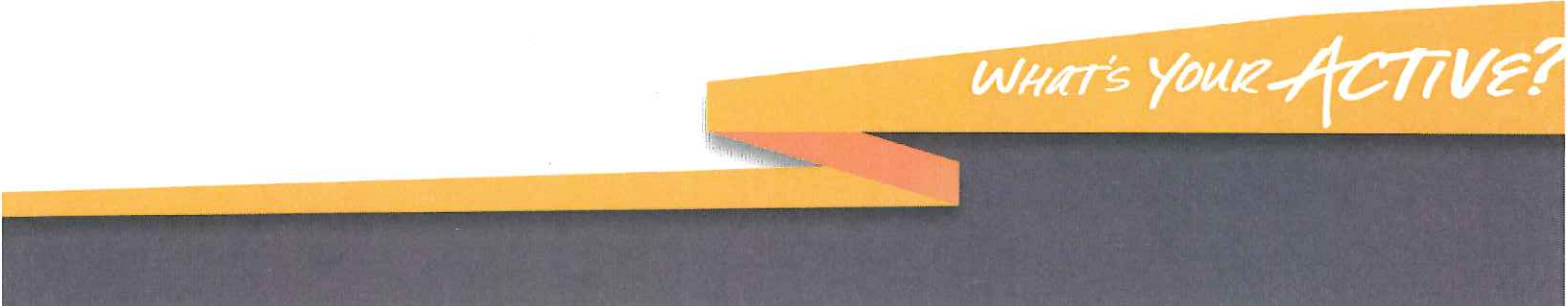
Please let us know if you need more detail on anything presented in this proposal or if you have any questions about ACTIVE or our recreation solution, ACTIVE Net. We are always here to help answer questions.

Neal Block, Senior Account Executive

ACTIVE Network

858-527-5951

Neal.block@ACTIVENetwork.com

A decorative graphic at the bottom of the page consisting of several overlapping, angled bars in shades of orange and yellow. The text "WHAT'S YOUR ACTIVE?" is written in a white, handwritten-style font across the top of these bars.

WHAT'S YOUR *ACTIVE?*