



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

TUESDAY, JULY 25, 2023
7:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Public Safety Department Update

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

C. Approval of Minutes - July 11, 2023 Regular Meeting (CC/HA/FA)

D. Approval of Warrants - July 25, 2023 (CC/HA/FA)

E. Receive and file the Public Safety Department Update

F. Receive and file Monthly Financial Update

G. Acceptance of Notice of Completion for Fiscal Year 2022/23 Street Rehabilitation Project No. 23-5 for All American Asphalt.

Recommendation: Accept the project as complete in the amount of \$792,983.90.

H. Consideration of Resolution No. 23-20 to Establishing a Regular Council Meeting Schedule

Recommendation: Adopt Resolution No. 23-20 establishing the date and time of regular City Council meetings.

I. Consideration of Resolution No. 23-21 Establishing a Holiday Schedule for City Employees

Recommendation: Adopt Resolution No. 23-21 to establish a holiday schedule for City Employees for July 2023-June 2024.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. Consideration of an Ordinance to Amend Duarte Municipal Code Regarding Holidays

Recommendation: 1) Conduct a Public Hearing to receive public testimony; and 2) Adopt Ordinance No. 919 amending Duarte Municipal Code Chapter 2.08 Regarding City Holidays

10. BUSINESS ITEMS

A. Consideration for Approval of a City Council Decorum Policy

Recommendation: 1) Discuss a decorum policy; and 2) adopt Resolution No. 23-22 approving a decorum policy for City Council Meetings.

B. Discussion and Possible Action Regarding the Designation of a Voting Delegate and Voting Alternate for the League of California Cities Annual Conference & Expo September 20-22, 2023, Sacramento

Recommendation: Discuss and designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

C. Consideration of Award of Contract for Professional Services Agreement with RKA Consulting Group to Complete Aerial Survey and Utility Research and Provide Final Basemap of Huntington Drive for the Purpose of Various Future Projects Along Huntington Drive Corridor

Recommendation: Authorize the City Manager to Sign a Professional Services Agreement with RKA Consultants for the Huntington Drive Aerial Survey and Utility Research in the Amount of \$50,000.00.

D. Consideration of Award of Contract for Professional Services Agreement with Armstrong & Walker to Develop Construction Drawings for Huntington Drive Medians

Recommendation: Authorize the City Manager to sign a Professional Services Agreement with Armstrong & Walker to Develop Construction Drawings for Landscape Upgrades to the Huntington Drive Medians; and 2) approve a budget amendment for \$75,000.

- E. Consideration to Approve an Amendment to the Joint Powers Agreement with the Los Angeles Regional Agency (LARA) to Reflect Changes in the State Legislation Specific to New Organic Waste Reduction Laws

Recommendation: Adopt Resolution No. 23-23 approving an amendment to the Joint Powers Agreement with the Los Angeles Regional Agency.

- F. Consideration of a Professional Services Agreement for Analysis of Proposed Cannabis Initiative

Recommendation: Authorize the City Manager to enter into a professional services agreement with HdL for the analysis of the proposed cannabis initiative in an amount not to exceed \$30,000.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 20th day of July, 2023.



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: July 17, 2023
SUBJECT: Comments on Agenda Items, Meeting of July 25, 2023

ITEM 4.A. (Special Items). Public Safety Department update by Director Breceda.

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

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

ITEM 7.G. (Consent Calendar). Notice of Completion. On March 28, 2023, City Council awarded the contract for the Fiscal Year 2022-23 Street Rehabilitation Project to All American Asphalt. The project scope included the rehabilitation of the existing asphalt roadway with rubberized asphalt and removal and reconstruction of localized failed pavement. All pavement markings and striping were replaced with reflective thermoplastic. Lastly the project included the installation of ADA ramps, reconstruction of cross gutters and removal and replacement of broken and off-grade sidewalk. The Fiscal Year 2022-23 Street Rehabilitation Project was included in the 2022-23 Capital Improvement Program Budget and was funded by SB1 and Measure R allocations. The City Council approved the contract for \$794,222.00. The final project cost was \$792,983.90.

ITEM 7.H. (Consent Calendar). Resolution No. 23-20. A resolution establishing the date and time of regular City Council meetings per Duarte Municipal Code Section 2.04.020. In the past, the City Council adopted a resolution making the second and fourth Tuesdays of each month regular City Council meeting days. If there were meeting days that did not have scheduled items on the agenda or the meeting date conflicted with an observed City holiday, the City would cancel such Council meetings by the 72-hour posting period as required by the Ralph M. Brown Act. This Resolution No. 23-20 was brought forward by City staff in an effort to improve transparency and better plan for potential holidays. If adopted by the City Council, it would clearly show the regular City Council meetings for the rest of the calendar year. Adopting such a resolution is fully within the City Council's discretion and would assist City staff in planning for upcoming meetings, schedule contracts and other matters appropriately, and provide greater transparency to the public. Staff would seek to bring such a calendar back to the City Council in January of each year for approval for the calendar year. Adoption of this calendar does not prohibit the City Council from holding adjourned meetings, special meetings, or emergency meetings as permitted under state law.

ITEM 7.I. (Consent Calendar). Resolution No. 23-21. A Resolution adopting a holiday schedule for City employees. On a related but separate matter (ITEM 9.A. Public Hearing of Ordinance No. 919), City staff are proposing an amendment to the Duarte Municipal Code to update outdated holiday provisions and to ensure efficient conduct of the public's business. To coincide with the amendment to Ordinance No. 919, City Staff is bringing forth a resolution adopting a holiday schedule for City employees to ensure consistency and clarity. The City and the employee union have agreed to specific paid holidays in the current Memorandum of Understanding. The adoption of Resolution No. 23-21 would memorialize said agreed-upon holidays. It is anticipated that as new Memoranda of Understanding are approved by the employee union and the City, Staff will bring back a new resolution adopting an updated employee holiday schedule for City Council approval.

ITEM 9.A. (Public Hearing). Ordinance No. 919. The Duarte Municipal Code (“DMC”) outlines what holidays are observed in the City. Section 2.08.010 states that certain days are deemed to be holidays, including, holidays designated by the City Council by resolution, holidays appointed by the President or Governor as set forth in Government Code section 6700, and every Saturday and Sunday. The Code further states that City Council and commission meetings that fall on a holiday shall be held on the next business day (Section 2.08.030). Recently, a Planning Commission meeting was scheduled on Monday, June 19th (Juneteenth - a Federal Holiday). Due to the fact that Juneteenth is not a designated holiday in the City of Duarte, per the City’s memorandum of understanding with its bargaining units, the City had noticed a public hearing for that Monday and subsequently was required to reschedule the meeting in order to comply with Section 2.08.030. Ordinance No. 919, would clarify that the only holidays observed by the City of Duarte are those designated by the City Council by resolution (corresponding ITEM 7.I. Consent Calendar - Resolution No. 23-21) and that should a meeting fall on a City designated holiday, the City may reschedule said meeting for another day, but does not require that such meeting fall on the next business day.

ITEM 10.A. (Business Item). Resolution No. 23-22. Approval of a Decorum Policy. The City of Duarte prides itself on its welcoming, collaborative, and collegial atmosphere. The City Council is the policy making body for the City, and City staff, residents, visitors, and contractors look to the City Council as the role model for professionalism as they conduct the City’s business. Although the presiding officer of a meeting, typically the Mayor, and the City Council have and continue to have the ability to remove disruptive members of the public if their behavior prevents the running of the City Council meeting, City staff has reviewed the City’s policies and procedures and determined that no official decorum policy has been adopted by the City Council regarding the City Council, City staff, or the public’s behavior at City Council meetings. Staff has prepared a draft decorum policy for City Council meetings, which not only discusses the City Council’s authority under state law, but outlines the standards expected of the City Council, City staff, and the public at a City Council meeting.

ITEM 10.B. (Business Item). Selection of 2023 California Cities General Assembly Voting Delegate. Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. Taking place on September 22, 2023, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. The appointed voting delegate plays an important role during the General Assembly by representing the City and voting on resolutions. To cast a vote during the General Assembly, City Council must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Councilmembers Kang and Lewis will be attending this year’s annual conference.

ITEM 10.C. (Business Item). Approval of a Professional Services Agreement - RKA Consulting Group to Complete Aerial Survey and Utility Research and provide final Basemap of Huntington Drive. In preparation for future necessary maintenance and improvement projects along Huntington Drive, staff has acknowledged the need for a basemap of the entire corridor. The basemap would be achieved by obtaining a survey of the existing layout of the street and right of way elements as well as updated utility infrastructure. Having current data in an updated file format will be used for design purposes for various future projects resulting in cost savings and greater efficiency in completing such projects. The scope of the services for this project includes coordination with utility agencies to obtain current information of existing facilities like overhead and underground infrastructure as well as an inventory of the updated utility contacts for construction purposes. Also, final deliverables will include plans in AutoCAD format with aerial survey data which will encapsulate features in the public right of way from west city limit to east city limit. Such features include roadway centerlines, roadway dimensions, sidewalk limits and locations of existing street medians. The proposed cost for all tasks and deliverables is \$42,500 and a 15% contingency is proposed

for possible unforeseen issues bringing the total to \$50,000. The project is budgeted in the 2023-2024 budget. This project was included in the adopted FY 2023-24 budget and will be funded with gas tax.

ITEM 10.D. (Business Item). Approval of a Professional Services Agreement - Armstrong & Walker to develop construction drawings for landscape upgrades to the Huntington Drive medians. The proposed design fee provides for final design development for median upgrade plans, analysis of the current Huntington Drive Street Tree policy, construction documents, assistance in the bid process and construction administration. The plans will be developed so that the City will have the choice of completing the improvements in two or more phases or as one comprehensive project. The contract includes presenting a preliminary median plan to the entire Council at a meeting and then, after taking input, developing a bid set of plans. Armstrong & Walker will also assist the City Staff in monitoring the project during construction to ensure quality. For both Phase 1 and Phase 2 plus reimbursables, the proposed cost is \$69,000. An approximately 10% contingency is proposed for possible unforeseen issues bringing the total to \$75,000.

ITEM 10.E. (Business Item). Los Angeles Regional Agency (LARA) JPA Amendment. In 2004, CalRecycle approved the formation of the LARA for the purpose of meeting the waste reduction mandates set by State Assembly Bill 939. LARA is a consortium of 18 cities in Southern California. The JPA with LARA allows the 18 agencies to combine efforts on programs and waste diversion tonnage to achieve cumulative benchmarks. As required by CalRecycle to comply with the requirements of Senate Bill 1383, the mandatory organic waste reduction law, the amended JPA would authorize LARA to report on behalf of its member agencies information related to compliance with organics recycling compliance. The amendment also reflects recent changes to the waste diversion calculation methodology used by CalRecycle as well as a number of minor clean-ups to the original JPA language, which is now over twenty years old. The City of Duarte pays approximately \$6,500 annually to LARA in membership fees. The amended JPA may result in a minor increase in these annual dues as the reporting of SB1383-related data will require more labor by LARA staff. Additionally, leaving LARA would result in a substantial increase in costs to the City as the City would be solely responsible for the many reporting requirements performed by LARA.

ITEM 10.F. (Business Item). Approval of a Professional Services Agreement - HdL Companies to Analyze the Proposed Cannabis Initiative. The City of Duarte has received a citizens' petition that is being circulated for signatures to place it on an upcoming ballot (March or November 2024). The petition is titled "*the Initiative to Legalize and Regulate Certain Commercial Cannabis Businesses in the City of Duarte*" ("the initiative"). The initiative would amend Chapter 5.91 of the City of Duarte Municipal Code (DMC) to allow up to five retail cannabis businesses within the City. These businesses would be allowed by right within certain zoning designations, subject to certain setback requirements from designated sensitive uses. The initiative includes detailed application requirements, but permits would require only ministerial approval by the City Manager. The City Council would have no discretion in the process and applications would have to be accepted 55 days after the election results are certified. The measure allows for collection of permitting fees and also includes a cannabis business tax. If the measure qualifies for the ballot, California Elections Code allows that the City Council will have the choice of either adopting the ordinance outright without alteration or submitting it to the voters at the next general election. Though the initiative has not yet gathered the required number of signatures, Staff is recommending that a report be prepared on the potential impacts of the initiative in advance to allow greater opportunity to consider the potential impacts and to better inform future decision-making by the Council. Staff requested a proposal for services from HdL Companies, who has direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land use regulations, permit processes, staffing plans, cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. The proposed cost is not to exceed \$30,000.

CITY OF DUARTE

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

**TUESDAY, July 11, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the open session to order at 7:01p.m.

ROLL CALL:

Councilmembers Present: Finlay (arrived at 7:11 p.m.), Lewis, Truong, Garcia,
Martin Del Campo, Schulz
Councilmembers Absent: Kang
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Annette Juarez, City Clerk
Albert Nuñez, Management Aide
Christine Soo, Deputy City Clerk/ Administrative Secretary

2. PLEDGE TO THE FLAG

The flag salute was led by Dillon Wang.

3. ADOPTION OF THE AGENDA

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

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

4. SPECIAL ITEMS

A. Workforce Investment Network (WIN) Summer Youth Internship Program

Aida Torres, Crime Prevention Specialist, presented the Workforce Investment Network Summer Youth Internship Program; she discussed the benefits and impacts the program has had on the youth involved; she thanked local businesses, Recreation Supervisor Marilyn Mays, and Teen Center Recreation Specialist for all their hard work and dedication to helping the interns.

Aida Torres and Gabby Perkins presented certificates to congratulate the interns.

Councilmember Garcia shared congratulatory words for the interns and staff.

B. Community Development Department Update

Community Development Director Hensley provided a department update; he briefly reported on the traffic signal on Huntington Drive and Highland Ave; he also shared the tentative timeline of the Route 66 art piece project.

C. Parks and Recreation Department Update

Parks and Recreation Director Enriquez provided a staff report; shared upcoming parks and recreation events; he shared the giveaways the department will be doing for Parks Make Life Better month; he reported on the highlights from the 3rd of July event.

In response to questions posed by Council, Public Safety Director Breceda reported on the firework citations issued on Independence Day.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

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

Deputy City Clerk Soo announced upcoming city events.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Steve Hernandez shared details about the fireworks in his neighborhood.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – June 27, 2023 Regular Meeting (CC/HA/FA)
- D. Approval of Warrants – July 11, 2023 (CC/HA/FA)
- E. Receive and file the Community Development Department Update
- F. Receive and file the Parks and Recreation Department Update
- G. Second Reading and Adoption of Ordinance No. 918 to Amend Duarte Municipal Code Section 2.31 Regarding Ad Hoc Committee Appointments
- H. Acceptance of Notice of Completion for the FY 2022-2023 Citywide Asphalt Repair Project No. 23-8 for Ruiz Concrete and Paving, Inc.
- I. Approval of City Council Conference Attendance.

Moved by Councilmember Finlay, seconded by Councilmember Garcia, and carried by the following vote of the Council to approve Items 7A-7I of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. **BUSINESS ITEMS**

A. **Establishment of an Ad Hoc Committee to Review and Make Recommendations Relating to Public Art on Freeway Walls and Utility Boxes**

City Attorney Phan provided a staff report on the recruitment and establishment for an ad hoc committee for public art on freeway walls and utility boxes.

Moved by Councilmember Finlay, seconded by Councilmember Garcia, and carried by the following vote of the Council to adopt Resolution No. 23-19 to establish an Ad Hoc Committee to review and make recommendations relating to public art on freeway walls and utility boxes, and establish a process for the appointment of committee members.

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

Community Development Director Hensley clarified that any artwork to be placed on freeway underpasses would require a negotiation process with Caltrans.

B. **Annual Duarte Chamber of Commerce Services Agreement FY 2023-24**

Moved by Councilmember Martin Del Campo, seconded by Councilmember Finlay, and carried by the following vote of the Council to approve the Fiscal Year 2023-24 Services Agreement in the Amount of \$50,000 with the Duarte Chamber of Commerce.

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

Dillon Wang, Duarte Chamber of Commerce President, shared details on the operations of the Chamber and the Farmers’ Market.

In response to questions posed by Council, President Wang reported on the salary of the CEO, suggested possible changes for the Farmers Market to be adjusted seasonally, suggested additional fundraising opportunities, and discussed the fate of the Chamber and Farmers’ Market in terms of funding.

11. **CONTINUATION OF ORAL COMMUNICATIONS**

None.

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

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

13. **ADJOURNMENT**

At 8:40 p.m. the City Council adjourned the meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maint Supplies	3505		503.38
100-1610-7652	JOSEPH A MARTINEZ	CC Floor Repair	3493		440.00
100-1205-7650	MONRO INC	Vehicle #24 Tire Replacement	218838		230.08
100-1610-7652	ALBERTOS PLUMBING	FC Shower Valve Repair	3464		395.00
100-1610-7652	ALBERTOS PLUMBING	PS Women's RR Toilet	3464		595.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Men's RR Faucet	3464		585.00
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD24-0008		259.15
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3474		41.89
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3474		9.31
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD24-0008		83.05
100-1605-7730	CAPITAL ONE	Little Library Storytime Snacks	BD24-0008		100.86
100-1605-7730	CAPITAL ONE	Splash in the Park Water Balloons	BD24-0008		44.06
100-1605-7736	CAPITAL ONE	Recital Supplies	BD24-0008		204.03
100-1605-7736	CAPITAL ONE	Spring Recital Supplies	BD24-0008		14.24
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD24-0008		150.84
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD24-0008		284.76
100-1605-7736	CAPITAL ONE	Recital Supplies	BD24-0008		13.73
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 5/2023	3491		7,800.00
100-1610-8100	LPA INC	City Hall Renovation 5/2023	3491		3,175.00
100-1605-7741	CAPITAL ONE	Skate Event Supplies	BD24-0008		15.17
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD24-0008		5.66
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	BD24-0008		57.56
100-1605-7741	CAPITAL ONE	Skate Event Supplies	BD24-0008		228.30
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3482		839.74
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Trash Bags (Bus Stops/Parks)	3505		1,001.90
100-1610-7652	LAWRENCE E MARINO SEPER...	Pool Main Chemical Control Feeder Replacement	3487		3,197.25
100-1610-7652	LAWRENCE E MARINO SEPER...	Labor - Chemical Control Feeder Replacement	3487		1,450.00
100-1205-7650	MONRO INC	Vehicle #24 Flat Tire Repair	218838		16.81
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3474		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3474		9.31
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	218840		575.00
100-1605-7729	CARLOS FELIPE PEREZ	Touch A Truck Event DJ	218841		575.00
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	218814		175.00
100-1605-7729	KAROL BALA	Concerts in the Park Band	218808		2,500.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maint Supplies	3505		1,017.06
100-1815-7630	WELLS FARGO VENDOR FINA...	Apple Lease Year 2 of 2	218854		22,850.43
100-1610-7618	SHAFFER AWARDS	Name Plates (Mr Breceda)	218847		21.99
100-1605-7730	SIMON EQUIPMENT RENTALS	Summer Kickoff Event Generator Rental	218848		70.71
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3508		267.25
100-1825-7614	STAPLES ADVANTAGE	Office Supplies	3508		313.38
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 7/1/2023 - 7/31/2023	218812		1,735.49
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 5/1/2023 - 5/31/2023	218812		655.42
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 5/23/23-6/22/23	218813		14.53
100-1610-7652	CHARLES R SIMPSON	FC/Yard Fence Repairs	218849		1,000.00
100-1805-7614	STAPLES ADVANTAGE	Budget Book Supplies	3508		72.20
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3474		25.69

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3474		9.31
100-1205-7610	U.S. BANK	Aida Torres ICMA Conf Registration 10/2023	3515		490.00
100-1205-7610	U.S. BANK	Remote Meetings Camera (Amazon)	3515		55.11
100-1205-7614	U.S. BANK	Office Supplies (Target)	3515		17.08
100-1205-7615	U.S. BANK	Henry Salcido CERT Conference	3515		121.00
100-1205-7636	U.S. BANK	Airfare (Breeze Air) Uniform Badge Holder (Amazon)	3515		55.08
100-1205-7779	U.S. BANK	DART Citrus College Tour 6/22/23 (Jersey Mikes)	3515		20.60
100-1205-7779	U.S. BANK	DART Graffiti Removal/Local Harvest (Tru Bowl)	3515		40.00
100-1205-7779	U.S. BANK	DART/Teen Ctr Event 6/19/23 (Little Caesars)	3515		18.72
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Snacks/Drinks (S & F)	3515		118.15
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Coffee (Starbucks)	3515		40.00
100-1205-7780	U.S. BANK	AC Officer Device Charging Cables (Amazon)	3515		35.15
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	3515		210.50
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Target)	3515		29.14
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer/Staff Food (Merengue)	3515		38.04
100-1205-7780	U.S. BANK	Emily Lepone AC Snake Training (Cal Animals)	3515		15.00
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Dollar Tree)	3515		6.99
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Donuts (A & P Donuts)	3515		33.75
100-1205-7780	U.S. BANK	Emily Lepone AC Puppy Training (Cal Animals)	3515		15.00
100-1205-7887	U.S. BANK	Printer Cable (Best Buy)	3515		9.89
100-1610-7652	ALBERTOS PLUMBING	Public Safety Plumbing Repair	3464		150.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Janitorial Supplies	3505		586.16
100-1825-7613	GRAND PRINTING INC	Business Cards-Brian Villalobos	218830		141.12
100-1010-7980	SMART & FINAL	July 3rd Event Council Gifts/Water	3506		115.86
100-1605-7745	SMART & FINAL	TC/Boxing Golf Tournament Gift Bags	3506		58.03
100-1605-7730	SMART & FINAL	Splash in the Park Event Supplies	3506		65.17
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 5/7/23 - 6/26/23	218813		34.91
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Flag Cutouts	218817		740.88
100-1605-7735	SMART & FINAL	TC July 3rd Event Supplies/Sales	3506		37.98
100-1605-7636	JAG ENDEAVORS LLC	Leadership Team Staff Shirts	218833		212.43
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3482		1,021.39
100-1205-7762	CALE AMERICA INC	WTP Fees 6/2023	3470		583.41
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 6/2023	3498		38.00
100-1605-7729	THE SAUCE CREATIVE SERVICE...	Summer Concerts Flyers/Banners/Yard Signs	3512		2,472.34
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Plumbing Repairs	3464		850.00
100-1605-7636	CURO MANAGED PRINT PRO...	Name Badges	218817		25.63
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Corn Hole Sets	218817		404.89
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Event Parking Signs	218817		43.00
100-1605-7745	SHAFFER AWARDS	TC/Boxing Golf Tournament Awards	218847		246.08

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 6/11/2023 - 6/24/2023	3465		3,794.85
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 6/27/2023	3510		160.00
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Camp S1	3516		1,050.00
100-1610-7618	GAME ROOM SPECIALISTS INC	SC Billiards Room Table Repairs/Barstools	218829		928.90
100-1005-7640	J & J SPORTS & TROPHIES	Cesar Garcia Duarte Shirts	3485		156.00
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Yard 6/29/23	3519		162.40
100-1605-7740	CHALLENGER TEAMWEAR	Adventure Camp Jerseys	3472		236.83
100-1610-7652	LAWRENCE E MARINO SEPER...	Weekly Pool Service Contract 6/2023	3487		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Pool Chemicals 6/2023	3487		221.60
100-1820-7776	ALLIANT INSURANCE SERVICES..	FY24 Crime Insurance	3466		1,191.00
100-1610-7616	SMART & FINAL	Red,White & Swim Event Supplies	3506		142.18
100-1605-7733	SMART & FINAL	Senior Ctr July 4th Party Supplies	3506		129.67
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Notices 6/2023	3507		612.36
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		84.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		120.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		30.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		12.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		6.00
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 6/2023	218845		30.00
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CCCA Conference Prize Donation	218820		8.50
100-1010-7980	DUARTE CITY MANAGER'S OFF...	USB-Tzeitel's Memorial Digital Mat'l	218820		15.37
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CC Mtg/Dinner Drinks/Snacks	218820		15.10
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CC Reception 5/23/23 Plates/Napkins	218820		9.48
100-1010-7980	DUARTE CITY MANAGER'S OFF...	Council Reception Tablecloth	218820		3.86
100-1010-7980	DUARTE CITY MANAGER'S OFF...	Intern Thank you Gift	218820		4.50
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	Dept Staff Meeting Food	218823		24.99
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	218823		18.00
100-1605-7735	DUARTE RECREATION PETTY ...	TC Starbucks Gift Card	218824		10.00
100-1610-7618	DUARTE RECREATION PETTY ...	Paint Supplies	218824		32.95
100-1605-7729	THE SAUCE CREATIVE SERVICE...	Summer Concerts Promo Giveaways	3512		829.06
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 6/2023	3473		24,929.35
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 6/2023	3471		192.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Plumbing Repairs	3464		553.25
100-1610-7650	WARDS SERVICE	Vehicle #21 Service/Repair	3517		316.88
100-1205-7650	WARDS SERVICE	Vehicle #29 Service/Repair	3517		877.70
100-1205-7780	BIZON GROUP INC	Animal Control Equipment Storage Container	218809		5,294.74
100-1205-7980	THE FUN COMPANY	National Night Out Event 8/1/2023	218828		1,515.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 7/2023	3503		5,833.33
100-1605-7733	SMART & FINAL	July 3rd Event Soda/Water Sales	3506		409.40
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	218822		140.00
100-1205-7823	COMCATE SOFTWARE INC	Animal Control/Code Data System 7/1/23 - 6/30/24	3477		9,144.73

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469	250016-Oper of Acq Prop-122...	58.55
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 6/1/2023 - 6/30/2023	3513		213.74
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 7/2023	3484		1,723.28
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 6/2023	3476		125.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Quarterly Maintenance Contract	3463		1,038.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr/Senior Ctr HVAC Quarterly Maint Contract	3463		3,420.00
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 8/1/2023 - 10/31/2023	218844		664.60
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 6/2023	3475		3,867.20
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 6/2023	3475		6,172.20
100-1015-7684	CIVICA LAW GROUP, APC	2165 Huntington Dr Legal 6/2023	3475		315.90
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 6/2023	3475		3,025.63
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 6/2023	3475		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citation Costs 6/2023	3475		191.64
100-1410-7630	SIMON EQUIPMENT RENTALS	Bobcat Rental	218848		355.28
100-1025-7706	MADIA TECH LAUNCH INC	FY23 City Partner Dues	3492		300.00
100-1010-7980	SMART & FINAL	July 3rd Council Board Supplies	3506		61.89
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3474		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3474		9.31
100-1605-7758	SMART & FINAL	July 3rd Event Family Fun Zone Supplies	3506		86.52
100-1410-7636	ALEXANDER ESCOBEDO	Safety Boot Reimbursement	218825		400.00
100-1605-7741	BSN SPORTS LLC	Youth Sports Supplies	218810		562.28
100-1605-7758	SMART & FINAL	July 3rd Event Band/Sound Snacks	3506		72.53
100-1205-7636	JUAN OSEGUERA	Uniform Shirts	218839		49.25
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Cleaning	3483		4,260.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 8/1/23 - 8/31/23	3500		173.84
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 6/2023	218852		4,128.45
100-1610-7652	DARRELL RAY CARROLL	Royal Oaks Park Lock Repair	218815		145.00
100-1610-7652	DARRELL RAY CARROLL	Duarte Park Lock Repair	218815		145.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 6/1/23 - 6/30/23	BD24-0007		1,720.00
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	3506		96.03
100-1605-7729	KYLE KOLLER	Concerts in the Park Sound/Stag/Lighting	218834		3,200.00
100-1205-7760	FOOTHILL UNITY CENTER	FY24 General Support	218827		14,500.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2023 - 8/1/2023	BD24-0005		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2023 - 8/1/2023	BD24-0006		384.00
100-1010-7685	NETFILE INC	Annual Subscription-Agency Srvcs 7/1/23 - 6/30/24	3497		4,000.00
100-1605-7736	ISABEL PITTMAN	Instructor Fee-Yoga Summe...	3499		210.00
100-1825-7613	GRAND PRINTING INC	Business Cards-Larry Breceda	218830		141.12
100-1815-7632	MAXTREME INC	FY24 Jamf Pro Renewal	3494		13,750.00
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Generato...	3509		1,212.53
100-1605-7758	SUNBELT RENTALS INC	July 3rd Light Tower Rental	3509		815.71
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 6/2023	3501		800.00
100-1405-7969	RKA CONSULTING GROUP	City Engineer Contract 6/2023	3501		1,280.00

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 6/2023	3501		840.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 6/2023	3501	202118-ATP Cycle 4-City Engi...	6,986.25
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr Newsletter July/August 2023	218817		1,058.40
100-1005-7650	TONEY LEWIS	July 3rd Event Meal Reimbursement	3489		238.41
100-4004	LUPINE PROPERTIES	Business License Refund (OFL-Duarte Inc)	218836		363.00
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Light Tower Rental	3509		467.96
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3508		56.80
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3508		355.98
100-1010-7610	BRIAN VILLALOBOS	ICMA Conference Airfare 9/30/23-10/4/23	218853		207.97
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Light Tower Rental	3509		243.02
100-1805-7653	SECTRAN SECURITY INC	July 2023 Courier Pickup	3504		304.88
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 4/1/23 - 6/30/23	3478		26,250.00
100-2126	SKANSKA USA BUILDING INC	Const/Demo Deposit Refund (Pmt #2020-307)	218850		30,000.00
100-5004	SKANSKA USA BUILDING INC	Administrative Fee (Pmt #2020-307)	218850		-125.00
100-4201	IPERMIT	Permit Refund (Pmt #2023-261) 1312 Valencia Ln	218832		141.60
100-1605-7758	DOLPHIN RENTS INC	July 3rd Event Equipment Rental	3480		6,885.71
100-1605-7758	DOLPHIN RENTS INC	July 3rd Event Table Linens	3480		4,573.40
100-1815-7632	INTELLI-TECH	Barracuda Essentials 1 Yr 7/16/2023 - 7/15/2024	218831		3,737.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 6/2023	3479		646.81
100-1205-7761	DATA TICKET INC	Parking Citation Processing 6/2023	3479		1,431.49
100-1205-7779	AIDA TORRES	DART Chamber/Summer Kickoff Expenses	3514		102.96
100-1610-7618	SMART & FINAL	Ice Machine Scoops	3506		24.78
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class Summer S1	3467		109.20
100-2026	AARON CUN	Equipment Deposit Refund	218816		25.00
100-1610-8100	LPA INC	City Hall Renovation 6/2023	3491		4,725.00
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 6/2023	3491		15,600.00
100-1605-7729	SUNBELT RENTALS INC	Concerts in the Park Generator Rental 7/10/23	3509		870.74
100-1605-7729	SUNBELT RENTALS INC	Concerts in the Park Light Tower Rental 7/10/23	3509		1,287.40
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	3490		195,908.92
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	3490	202205/1205-7781-ARPA-Cor...	212,019.83
100-1005-7642	MARGARET FINLAY	Equipment for Council Work	3481		1,327.66
100-1010-7980	DUARTE RECREATION PETTY ...	July 3rd Event Flowers for Mayor	218824		36.00
100-1410-7980	COUNTY OF LA REGISTRAR-RE...	Notice of Exemption-1515 Hunt Dr (Demo of Hotel)	218806		75.00
100-1605-7740	DUARTE RECREATION PETTY ...	Camp Beach Parking	218824		45.00
100-1605-7758	DUARTE RECREATION PETTY ...	Staff Donuts (July 3rd Banner Hanging)	218824		17.00
100-1500	MARILYN MAYS	Advance-Duarte Boxing Show	218837		940.00
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcement 5/2023	3490	202105-Contract Law Enforc...	11,087.72
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 6/2023	218851		5,084.50
100-1205-7780	POSTMASTER	FY24 Dog License Renewal Mailer Postage	218842		316.59

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7650	WARDS SERVICE	Vehicle #17 Service/Key Replacement	3517		547.60
100-2127	PUB CONSTRUCTION INC	Retention-City Hall ADA Improvement Project	218843	202102- Retention CDBG ADA ...	44,094.11
100-2120	CESAR ROBLES	ROP Bldg Rent Deposit Refund 7/1/2023	218846		150.00
100-1605-7729	CURO MANAGED PRINT PRO...	Summer Concerts Yard Signs	218817		79.38
100-1815-7965	MAXTREME INC	IT Helpdesk 7/2023	3494		12,500.00
100-1410-7636	SEAN H MCBRIDE	Safety Boot Reimbursement	3495		380.34
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 6/2023	3502		20,959.50
100-1015-7686	RUTAN & TUCKER LLP	Land Valye Holdings Litigation 6/2023	3502		510.50
100-1015-7686	RUTAN & TUCKER LLP	Highland Ave Eminent Domain Legal 6/2023	3502		25.50
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain Legal 6/2023	3502		127.50
100-2120	TIM LANG	SC Rental Deposit Refund 7/15/2023	218835		500.00
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q2 2023	218811		145.00
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q2 2023	218818		436.50
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q2 2023	218819		157.20
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q2 2023	218818		-21.83
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q2 2023	218811		-14.50
100-1805-7614	DUARTE PETTY CASH	Computer Floor Mat	218821		33.08
100-1015-7682	RUTAN & TUCKER LLP	Harassment Investigation Legal 6/2023	3502		2,838.00

Fund 100 - GENERAL FUND Total: 824,043.45

Fund: 220 - GAS TAX FUN

220-2210-7811	SUPERIOR PAVEMENT MARKI...	Civic Center Parking Lot Striping	3511		10,239.30
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Fund 220 - GAS TAX FUN Total: 10,239.30

Fund: 225 - SB-1, Road Maintenance/Rehab Fund

225-2127	ALL AMERICAN ASPHALT	Retention	218807	202306/225-2127-Retention-...	-4,641.88
225-2250-8100	ALL AMERICAN ASPHALT	CO-2 FY23 Street Rehabilitation Project	218807	202306/225-2250-8100-Other...	14,437.50
225-2250-8100	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation Project	218807	202306/225-2250-8100-Other...	78,400.00

Fund 225 - SB-1, Road Maintenance/Rehab Fund Total: 88,195.62

Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND

240-2410-7662	BEE REMOVERS	Bee Removal-CH Parking Lot	3468		135.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	3486		366.76
240-2410-7662	WEST COAST ARBORISTS INC	Arborist Report	3518		878.00
240-2410-7896	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	3518		9,308.00
240-2410-7906	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	3518		13,570.00
240-2410-7909	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	3518		20,519.50
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		6,807.23
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		681.41
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		1,826.50
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		675.21

Council Warrant Register By Account

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	3469		702.50
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Duarte Park	3486		175.88
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Duarte Park	3486		133.44
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					74,080.04
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 6/2023	3488	202102-CDBG ADA Improv Pro..	1,539.00
260-2127	PUB CONSTRUCTION INC	Retention-City Hall ADA Improvement	218843	202102-Retention-CDBG ADA ...	30,093.85
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					31,632.85
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	3490		11,613.35
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,613.35
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	NATURE FOR ALL	Fish Cyn Trail Restoration/Access Planning 6/2023	3496	202214-Exp-Fish Cyn Trail Res...	1,812.85
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					1,812.85
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	218826		36.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					36.00
Grand Total:					1,041,653.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	824,043.45
220 - GAS TAX FUN	10,239.30
225 - SB-1, Road Maintenance/Rehab Fund	88,195.62
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	74,080.04
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	31,632.85
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,613.35
400 - PARK DEVELOPMENT GRANT FUND	1,812.85
440 - PROPOSITION A TRANSIT FUND	36.00
Grand Total:	1,041,653.46

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	156.00
100-1005-7642	Travel & Exp - Finlay	1,327.66
100-1005-7650	Travel & Exp - Lewis	238.41
100-1010-7610	Travel, Mtgs & Conf	207.97
100-1010-7670	Legal Notices	612.36
100-1010-7685	Technology Services	4,000.00
100-1010-7980	Other Expenses	270.56
100-1015-7680	City Attorney Legal	20,959.50
100-1015-7682	Labor Counsel Legal	2,838.00
100-1015-7684	Code Enforcement Legal	19,572.57
100-1015-7686	Other Legal Services	663.50
100-1020-7724	Post Office Parking	161.58
100-1025-7706	MADIA	300.00
100-1205-7610	Travel, Mtgs & Conf	570.10
100-1205-7614	Office Supplies	73.88
100-1205-7615	Emergency Supplies	121.00
100-1205-7636	Uniforms	104.33
100-1205-7650	Vehicle Maintenance	1,208.59
100-1205-7655	Emergency Services	213.74
100-1205-7760	Homeless Outreach Prog...	14,500.00
100-1205-7761	Parking Ticket Collect	7,162.80
100-1205-7762	Parking Pass Kiosk Costs	583.41
100-1205-7779	Youth Programs	182.28
100-1205-7780	Animal Control	12,024.38
100-1205-7781	Contract Law Enforceme...	419,136.47
100-1205-7782	Crossing Guard Contract...	3,794.85
100-1205-7783	GAPP Program	26,250.00
100-1205-7823	Code/Animal Control Da...	9,144.73
100-1205-7887	Repairs & Replacements	9.89
100-1205-7980	Other Expenses	1,533.00
100-1405-7650	Vehicle Maintenance	30.00
100-1405-7800	Building Department Ser...	25,723.35
100-1405-7967	Public Works Inspections	840.00
100-1405-7969	City Engineer	9,066.25
100-1410-7630	Equipment Rentals	355.28
100-1410-7636	Uniforms	780.34
100-1410-7650	Vehicle Maintenance	12.00
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,128.45
100-1410-7980	Other Expenses	4,335.00
100-1415-7916	Landscape-Sport Park	2,009.15
100-1500	Advances	940.00
100-1605-7636	Uniforms	238.06
100-1605-7650	Vehicle Maintenance	553.60
100-1605-7729	Concerts In The Park	12,388.92

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7730	Special Events	280.80
100-1605-7733	Senior Center	1,912.47
100-1605-7735	Teen Center	198.82
100-1605-7736	Youth & Adult Recreatio...	1,601.20
100-1605-7740	Day Camps	1,068.04
100-1605-7741	Sports/Playground Progr...	805.75
100-1605-7745	Boxing Program	304.11
100-1605-7758	Independence Day Celeb...	15,563.15
100-1605-7965	Professional Services	23,400.00
100-1610-7616	Pool Supplies	142.18
100-1610-7617	Pool Chemicals	2,082.73
100-1610-7618	Building Supplies	4,117.12
100-1610-7636	Uniforms	118.96
100-1610-7650	Vehicle Maintenance	316.88
100-1610-7652	Building Maint Services	18,010.26
100-1610-8100	Other Capital Improvem...	7,900.00
100-1805-7614	Office Supplies	461.26
100-1805-7653	Bank Charges	304.88
100-1810-7660	Other Services	317.00
100-1815-7630	Equipment Lease	22,850.43
100-1815-7632	Software	19,207.00
100-1815-7965	Professional Services	12,500.00
100-1820-7776	Faithful Performance Bo...	1,191.00
100-1825-7613	Duplications And Photos	549.49
100-1825-7614	Office Supplies	313.38
100-1825-7630	Equipment Lease	2,400.09
100-1825-7631	Equipment Maintenance	704.86
100-1825-7945	Operation Of Acq Prop	58.55
100-2012	Green Building Fees Pay...	145.00
100-2013	Strong Motions Fees Pay...	436.50
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	650.00
100-2122	Disability Access & Educ ...	157.20
100-2125	Metro Pass Through (TA...	30.00
100-2126	Construction and Demoli...	30,000.00
100-2127	Retention Payable	44,094.11
100-4004	Business License Tax	363.00
100-4201	Building Permits	141.60
100-5004	Other Revenue	-161.33
220-2210-7811	Street Maintenance	10,239.30
225-2127	Retention Payable	-4,641.88
225-2250-8100	Other Capital Improvem...	92,837.50
240-2410-7662	Other Serv-Citywide	1,013.00
240-2410-7888	Repairs-Citywide	676.08
240-2410-7896	Tree Planting-Citywide	9,308.00
240-2410-7906	Tree Trim-Citywide	13,570.00
240-2410-7909	Tree Trim-Residential	20,519.50
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00

Account Summary

Account Number	Account Name	Payment Amount
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2127	Retention Payable	30,093.85
260-2605-8061	ADA Curb Ramps (Capital)	1,539.00
290-2905-7781	Contract Law Enforceme...	11,613.35
400-4005-7965	Professional Services	1,812.85
440-4405-7650	Vehicle Maintenance	36.00
Grand Total:		1,041,653.46

Project Account Summary

Project Account Key	Payment Amount
None	645,765.68
202102- Retention CDBG ADA Improvement	44,094.11
202102-CDBG ADA Improv Project	1,539.00
202102-Retention-CDBG ADA Improv Project	30,093.85
202105-Contract Law Enforcement	11,087.72
202118-ATP Cycle 4-City Engineer	6,986.25
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202214-Exp-Fish Cyn Trail Restoration/Access Plan	1,812.85
202306/225-2127-Retention-2023 St Rehab Project	-4,641.88
202306/225-2250-8100-Other Cap-FY23 St Rehab	92,837.50
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	1,041,653.46



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: T4656 - AARON CUN					
100-2026	AARON CUN	Equipment Deposit Refund	7112023		25.00
Vendor T4656 - AARON CUN Total:					25.00
Vendor: 5086 - ACCO ENGINEERED SYSTEMS					
100-1610-7652	ACCO ENGINEERED SYSTEMS	Teen Ctr HVAC Quarterly Maintenance Contract	20426452		1,038.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	Town Ctr/Senior Ctr HVAC Quarterly Maint Contract	20426453		3,420.00
Vendor 5086 - ACCO ENGINEERED SYSTEMS Total:					4,458.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Chamber/Summer Kickoff Expenses	6/2023		102.96
Vendor 1388 - AIDA TORRES Total:					102.96
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	FC Shower Valve Repair	681827		395.00
100-1610-7652	ALBERTOS PLUMBING	PS Women's RR Toilet	681830		595.00
100-1610-7652	ALBERTOS PLUMBING	Encanto Park Men's RR Faucet	681831		585.00
100-1610-7652	ALBERTOS PLUMBING	Public Safety Plumbing Repair	681848		150.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Plumbing Repairs	681849		850.00
100-1610-7652	ALBERTOS PLUMBING	Fitness Ctr Plumbing Repairs	681652		553.25
Vendor 5561 - ALBERTOS PLUMBING Total:					3,128.25
Vendor: 6390 - ALEXANDER ESCOBEDO					
100-1410-7636	ALEXANDER ESCOBEDO	Safety Boot Reimbursement	90675		400.00
Vendor 6390 - ALEXANDER ESCOBEDO Total:					400.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Svcs 6/11/2023 - 6/24/2023	86627		3,794.85
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					3,794.85
Vendor: 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN					
100-1820-7776	ALLIANT INSURANCE SERVICES..	FY24 Crime Insurance	2349848		1,191.00
Vendor 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN Total:					1,191.00
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class Summer S1	7112023		109.20
Vendor 6429 - ARK INTERNATIONAL INC Total:					109.20
Vendor: 6527 - BIZON GROUP INC					
100-1205-7780	BIZON GROUP INC	Animal Control Equipment Storage Container	INV-225644		5,294.74
Vendor 6527 - BIZON GROUP INC Total:					5,294.74
Vendor: 1003 - BRIAN VILLALOBOS					
100-1010-7610	BRIAN VILLALOBOS	ICMA Conference Airfare 9/30/23-10/4/23	3EW7AZ		207.97
Vendor 1003 - BRIAN VILLALOBOS Total:					207.97
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		161.58
100-1415-7916	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		2,009.15
100-1825-7945	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407	250016-Oper of Acq Prop-122...	58.55
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					2,229.28

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0243 - BSN SPORTS LLC					
100-1605-7741	BSN SPORTS LLC	Youth Sports Supplies	922009084		562.28
Vendor 0243 - BSN SPORTS LLC Total:					562.28
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 6/2023	175571		583.41
Vendor 5559 - CALE AMERICA INC Total:					583.41
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STAND...	Green Bldg Fee Q2 2023	4/2023 - 6/2023		145.00
100-5004	CALIFORNIA BUILDING STAND...	Local Gov't Retainer Q2 2023	4/2023 - 6/2023		-14.50
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					130.50
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 6/2023	665382		192.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					192.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Lease 7/1/2023 - 7/31/2023	30731490		1,735.49
100-1825-7631	CANON FINANCIAL SERVICES I...	CH(2)/PS/SC/TC Copier Maint 5/1/2023 - 5/31/2023	30731490a		655.42
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,390.91
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 5/23/23-6/22/23	6004653540		14.53
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Permit Tech Printer Maint 5/7/23 - 6/26/23	6004693238		34.91
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					49.44
Vendor: 6229 - CAPITAL ONE					
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	74050		259.15
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	03023		83.05
100-1605-7730	CAPITAL ONE	Little Library Storytime Snacks	582618257		100.86
100-1605-7730	CAPITAL ONE	Splash in the Park Water Balloons	9341930		44.06
100-1605-7736	CAPITAL ONE	Recital Supplies	96048		204.03
100-1605-7736	CAPITAL ONE	Spring Recital Supplies	06415		14.24
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	69727		150.84
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	28484		284.76
100-1605-7736	CAPITAL ONE	Recital Supplies	88906282		13.73
100-1605-7741	CAPITAL ONE	Skate Event Supplies	05738		15.17
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	05739		5.66
100-1605-7740	CAPITAL ONE	Summer Day Camp Supplies	5431595		57.56
100-1605-7741	CAPITAL ONE	Skate Event Supplies	64030		228.30
Vendor 6229 - CAPITAL ONE Total:					1,461.41
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	45000-7/31/2023		575.00
100-1605-7729	CARLOS FELIPE PEREZ	Touch A Truck Event DJ	45066-8/5/2023		575.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,150.00
Vendor: T4655 - CESAR ROBLES					
100-2120	CESAR ROBLES	ROP Bldg Rent Deposit Refund 7/1/2023	R99596		150.00
Vendor T4655 - CESAR ROBLES Total:					150.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7740	CHALLENGER TEAMWEAR	Adventure Camp Jerseys	1194715-IN		236.83
Vendor 5792 - CHALLENGER TEAMWEAR Total:					236.83
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES...	Building & Safety Services 6/2023	65998		24,929.35
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					24,929.35

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 2025 - CHARLES R SIMPSON					
100-1610-7652	CHARLES R SIMPSON	FC/Yard Fence Repairs	05671016		1,000.00
Vendor 2025 - CHARLES R SIMPSON Total:					1,000.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4156917595		41.89
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4156917595		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4159013344		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4159013344		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4159685257		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4159685257		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4160418949		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4160418949		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					156.20
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 6/2023	10545		3,867.20
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 6/2023	10546		6,172.20
100-1015-7684	CIVICA LAW GROUP, APC	2165 Huntington Dr Legal 6/2023	10547		315.90
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte (Admin Appeal) 6/2023	10548		3,025.63
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Legal 6/2023	10549		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citation Costs 6/2023	10550		191.64
Vendor 6483 - CIVICA LAW GROUP, APC Total:					19,572.57
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 6/2023	CMC18025		125.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					125.00
Vendor: 5328 - COMCATE SOFTWARE INC					
100-1205-7823	COMCATE SOFTWARE INC	Animal Control/Code Data System 7/1/23 - 6/30/24	8168		9,144.73
Vendor 5328 - COMCATE SOFTWARE INC Total:					9,144.73
Vendor: 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK					
100-1410-7980	COUNTY OF LA REGISTRAR-RE...	Notice of Exemption-1515 Hunt Dr (Demo of Hotel)	7122023		75.00
Vendor 0692 - COUNTY OF LA REGISTRAR-RECORDER/COUNTY CLERK Total:					75.00
Vendor: 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT					
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 4/1/23 - 6/30/23	DUA2223-04		26,250.00
Vendor 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT Total:					26,250.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Flag Cutouts	6871		740.88
100-1605-7636	CURO MANAGED PRINT PRO...	Name Badges	6878		25.63
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Corn Hole Sets	6878		404.89
100-1605-7758	CURO MANAGED PRINT PRO...	July 3rd Event Parking Signs	6879		43.00
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr Newsletter July/August 2023	6899		1,058.40
100-1605-7729	CURO MANAGED PRINT PRO...	Summer Concerts Yard Signs	6925		79.38
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					2,352.18
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Royal Oaks Park Lock Repair	24944		145.00
100-1610-7652	DARRELL RAY CARROLL	Duarte Park Lock Repair	24945		145.00
Vendor 5025 - DARRELL RAY CARROLL Total:					290.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 6/2023	153301		646.81
100-1205-7761	DATA TICKET INC	Parking Citation Processing 6/2023	154018		1,431.49
Vendor 5501 - DATA TICKET INC Total:					2,078.30

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5132 - DEPARTMENT OF CONSERVATION					
100-2013	DEPARTMENT OF CONSERVAT...	Strong Motion Fee (SMIP) Q2 2023	4/2023 - 6/2023		436.50
100-5004	DEPARTMENT OF CONSERVAT...	Local Agency Fee Q2 2023	4/2023 - 6/2023		-21.83
Vendor 5132 - DEPARTMENT OF CONSERVATION Total:					414.67
Vendor: 5248 - DIVISION OF THE STATE ARCHITECT					
100-2122	DIVISION OF THE STATE ARCH...	Disability Access Fee Q2 2023	4/2023 - 6/2023		157.20
Vendor 5248 - DIVISION OF THE STATE ARCHITECT Total:					157.20
Vendor: 1381 - DOLPHIN RENTS INC					
100-1605-7758	DOLPHIN RENTS INC	July 3rd Event Equipment Rental	01-213657-25		6,885.71
100-1605-7758	DOLPHIN RENTS INC	July 3rd Event Table Linens	01-213922-13		4,573.40
Vendor 1381 - DOLPHIN RENTS INC Total:					11,459.11
Vendor: 0278 - DUARTE CITY MANAGER'S OFFICE PETTY CASH					
100-1010-7980	DUARTE CITY MANAGER'S OFF...	Council Reception Tablecloth	6302023		3.86
100-1010-7980	DUARTE CITY MANAGER'S OFF...	Intern Thank you Gift	6302023		4.50
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CC Reception 5/23/23 Plates/Napkins	6302023		9.48
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CC Mtg/Dinner Drinks/Snacks	6302023		15.10
100-1010-7980	DUARTE CITY MANAGER'S OFF...	CCCA Conference Prize Donation	6302023		8.50
100-1010-7980	DUARTE CITY MANAGER'S OFF...	USB-Tzeitel's Memorial Digital Mat'l	6302023		15.37
Vendor 0278 - DUARTE CITY MANAGER'S OFFICE PETTY CASH Total:					56.81
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	8/2023		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 0046 - DUARTE PETTY CASH					
100-1805-7614	DUARTE PETTY CASH	Computer Floor Mat	6302023		33.08
Vendor 0046 - DUARTE PETTY CASH Total:					33.08
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	Dept Staff Meeting Food	6302023		24.99
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	6302023		18.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					42.99
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7735	DUARTE RECREATION PETTY ...	TC Starbucks Gift Card	6302023		10.00
100-1610-7618	DUARTE RECREATION PETTY ...	Paint Supplies	6302023		32.95
100-1010-7980	DUARTE RECREATION PETTY ...	July 3rd Event Flowers for Mayor	7122023		36.00
100-1605-7740	DUARTE RECREATION PETTY ...	Camp Beach Parking	7122023		45.00
100-1605-7758	DUARTE RECREATION PETTY ...	Staff Donuts (July 3rd Banner Hanging)	7122023		17.00
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					140.95
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		84.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		120.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		30.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		12.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		6.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					252.00
Vendor: T0183 - FOOTHILL UNITY CENTER					
100-1205-7760	FOOTHILL UNITY CENTER	FY24 General Support	7052023		14,500.00
Vendor T0183 - FOOTHILL UNITY CENTER Total:					14,500.00

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	148728		839.74
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	148819		1,021.39
Vendor 4690 - FULLER ENGINEERING INC Total:					1,861.13
Vendor: 6169 - FYREBRINGER STUDIOS INC					
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Cleaning	092151		4,260.00
Vendor 6169 - FYREBRINGER STUDIOS INC Total:					4,260.00
Vendor: 6528 - GAME ROOM SPECIALISTS INC					
100-1610-7618	GAME ROOM SPECIALISTS INC	SC Billiards Room Table Repairs/Barstools	23-42273		928.90
Vendor 6528 - GAME ROOM SPECIALISTS INC Total:					928.90
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 6/1/23 - 6/30/23	4756195273		1,720.00
Vendor 6181 - GOOGLE LLC Total:					1,720.00
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Business Cards-Brian Villalobos	13674		141.12
100-1825-7613	GRAND PRINTING INC	Business Cards-Larry Breceda	112657		141.12
Vendor 5340 - GRAND PRINTING INC Total:					282.24
Vendor: 5930 - INTELLI-TECH					
100-1815-7632	INTELLI-TECH	Barracuda Essentials 1 Yr 7/16/2023 - 7/15/2024	15205		3,737.00
Vendor 5930 - INTELLI-TECH Total:					3,737.00
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 7/2023	977911		1,723.28
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,723.28
Vendor: T4653 - IPERMIT					
100-4201	IPERMIT	Permit Refund (Pmt #2023-261) 1312 Valencia Ln	R99679		141.60
Vendor T4653 - IPERMIT Total:					141.60
Vendor: 6478 - ISABEL PITTMAN					
100-1605-7736	ISABEL PITTMAN	Instructor Fee-Yoga Summe...	INV000		210.00
Vendor 6478 - ISABEL PITTMAN Total:					210.00
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1005-7640	J & J SPORTS & TROPHIES	Cesar Garcia Duarte Shirts	29800		156.00
Vendor 0594 - J & J SPORTS & TROPHIES Total:					156.00
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1605-7636	JAG ENDEAVORS LLC	Leadership Team Staff Shirts	1356		212.43
Vendor 6031 - JAG ENDEAVORS LLC Total:					212.43
Vendor: 5299 - JOSEPH A MARTINEZ					
100-1610-7652	JOSEPH A MARTINEZ	CC Floor Repair	INV0376		440.00
Vendor 5299 - JOSEPH A MARTINEZ Total:					440.00
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Camp S1	135821		1,050.00
Vendor T3851 - JOVANA VILLEGAS Total:					1,050.00
Vendor: 4848 - JUAN OSEGUERA					
100-1205-7636	JUAN OSEGUERA	Uniform Shirts	INV194649		49.25
Vendor 4848 - JUAN OSEGUERA Total:					49.25
Vendor: 6522 - KAROL BALA					
100-1605-7729	KAROL BALA	Concerts in the Park Band	7/31/2023		2,500.00
Vendor 6522 - KAROL BALA Total:					2,500.00

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6428 - KYLE KOLLER					
100-1605-7729	KYLE KOLLER	Concerts in the Park Sound/Stag/Lighting	7/31/2023		3,200.00
Vendor 6428 - KYLE KOLLER Total:					3,200.00
Vendor: 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST					
100-1610-7652	LAWRENCE E MARINO SEPER...	Pool Main Chemical Control Feeder Replacement	231070601		3,197.25
100-1610-7652	LAWRENCE E MARINO SEPER...	Labor - Chemical Control Feeder Replacement	231070601		1,450.00
100-1610-7652	LAWRENCE E MARINO SEPER...	Weekly Pool Service Contract 6/2023	231070602		1,950.00
100-1610-7617	LAWRENCE E MARINO SEPER...	Pool Chemicals 6/2023	231070603		221.60
Vendor 6484 - LAWRENCE E MARINO SEPERATE PROPERTY TRUST Total:					6,818.85
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2023 - 8/1/2023	82928		410.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 7/1/2023 - 8/1/2023	82929		384.00
Vendor 5761 - LIFE STORAGE #530 Total:					794.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	233716EC		195,908.92
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	233716EC	202205/1205-7781-ARPA-Cor...	212,019.83
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Tobacco Enforcement 5/2023	233894DL	202105-Contract Law Enforc...	11,087.72
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					419,016.47
Vendor: 6477 - LPA INC					
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 5/2023	ARIV1003948		7,800.00
100-1610-8100	LPA INC	City Hall Renovation 5/2023	ARIV1003956		3,175.00
100-1610-8100	LPA INC	City Hall Renovation 6/2023	ARIV1004484		4,725.00
100-1605-7965	LPA INC	Fitness Center Aquatics Assessment 6/2023	ARIV1004533		15,600.00
Vendor 6477 - LPA INC Total:					31,300.00
Vendor: T4654 - LUPINE PROPERTIES					
100-4004	LUPINE PROPERTIES	Business License Refund (OFL- Duarte Inc)	R0180		363.00
Vendor T4654 - LUPINE PROPERTIES Total:					363.00
Vendor: 5389 - MADIA TECH LAUNCH INC					
100-1025-7706	MADIA TECH LAUNCH INC	FY23 City Partner Dues	23102		300.00
Vendor 5389 - MADIA TECH LAUNCH INC Total:					300.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Equipment for Council Work	6302023		1,327.66
Vendor 0285 - MARGARET FINLAY Total:					1,327.66
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-Duarte Boxing Show	8/19/2023		940.00
Vendor 4422 - MARILYN MAYS Total:					940.00
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	FY24 Jamf Pro Renewal	13686		13,750.00
100-1815-7965	MAXTREME INC	IT Helpdesk 7/2023	13688		12,500.00
Vendor 4286 - MAXTREME INC Total:					26,250.00
Vendor: 6529 - MONRO INC					
100-1205-7650	MONRO INC	Vehicle #24 Tire Replacement	414719		230.08
100-1205-7650	MONRO INC	Vehicle #24 Flat Tire Repair	415628		16.81
Vendor 6529 - MONRO INC Total:					246.89
Vendor: 6417 - NETFILE INC					
100-1010-7685	NETFILE INC	Annual Subscription-Agency Srvc 7/1/23 - 6/30/24	8744		4,000.00
Vendor 6417 - NETFILE INC Total:					4,000.00

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animal Disposal 6/2023	3078402		38.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					38.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 8/1/23 - 8/31/23	1596261		173.84
Vendor 2466 - POST ALARM SYSTEMS Total:					173.84
Vendor: 0231 - POSTMASTER					
100-1205-7780	POSTMASTER	FY24 Dog License Renewal Mailer Postage	7132023-PMT #33		316.59
Vendor 0231 - POSTMASTER Total:					316.59
Vendor: 6425 - PUB CONSTRUCTION INC					
100-2127	PUB CONSTRUCTION INC	Retention-City Hall ADA Improvement Project	Final	202102- Retention CDBG ADA ...	44,094.11
Vendor 6425 - PUB CONSTRUCTION INC Total:					44,094.11
Vendor: 6176 - QUADIENT LEASING USA INC					
100-1825-7630	QUADIENT LEASING USA INC	PS Postage Machine Lease 8/1/2023 - 10/31/2023	N10010602		664.60
Vendor 6176 - QUADIENT LEASING USA INC Total:					664.60
Vendor: 6057 - REGIONAL TAP SERVICE CENTER					
100-2125	REGIONAL TAP SERVICE CENT...	TAP Card Reload 6/2023	6020217		30.00
Vendor 6057 - REGIONAL TAP SERVICE CENTER Total:					30.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 6/2023	33756		800.00
100-1405-7969	RKA CONSULTING GROUP	City Engineer Contract 6/2023	33757		1,280.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 6/2023	33758		840.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 6/2023	33759	202118-ATP Cycle 4-City Engi...	6,986.25
Vendor 0904 - RKA CONSULTING GROUP Total:					9,906.25
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Monthly Dance DJ	7/27/2023		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 6/2023	965650		20,959.50
100-1015-7686	RUTAN & TUCKER LLP	Land Valye Holdings Litigation 6/2023	965651		510.50
100-1015-7686	RUTAN & TUCKER LLP	Highland Ave Eminent Domain Legal 6/2023	965653		25.50
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain Legal 6/2023	965654		127.50
100-1015-7682	RUTAN & TUCKER LLP	Harassment Investigation Legal 6/2023	965757		2,838.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					24,461.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Services 7/2023	7/2023D		5,833.33
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,833.33
Vendor: 6178 - SEAN H MCBRIDE					
100-1410-7636	SEAN H MCBRIDE	Safety Boot Reimbursement	6598600		380.34
Vendor 6178 - SEAN H MCBRIDE Total:					380.34
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	July 2023 Courier Pickup	23070617		304.88
Vendor 6277 - SECTRAN SECURITY INC Total:					304.88
Vendor: 0202 - SHAFFER AWARDS					
100-1610-7618	SHAFFER AWARDS	Name Plates (Mr Breceda)	7474		21.99

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7745	SHAFFER AWARDS	TC/Boxing Golf Tournament Awards	7483		246.08
Vendor 0202 - SHAFFER AWARDS Total:					268.07
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maint Supplies	038622		503.38
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Trash Bags (Bus Stops/Parks)	041529		1,001.90
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maint Supplies	041532		1,017.06
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Janitorial Supplies	041532-01		586.16
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					3,108.50
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1605-7730	SIMON EQUIPMENT RENTALS	Summer Kickoff Event Generator Rental	152446		70.71
100-1410-7630	SIMON EQUIPMENT RENTALS	Bobcat Rental	152822		355.28
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					425.99
Vendor: T4536 - SKANSKA USA BUILDING INC					
100-2126	SKANSKA USA BUILDING INC	Const/Demo Deposit Refund (Pmt #2020-307)	R86112		30,000.00
100-5004	SKANSKA USA BUILDING INC	Administrative Fee (Pmt #2020-307)	R86112		-125.00
Vendor T4536 - SKANSKA USA BUILDING INC Total:					29,875.00
Vendor: 0209 - SMART & FINAL					
100-1010-7980	SMART & FINAL	July 3rd Event Council Gifts/Water	367088		115.86
100-1605-7745	SMART & FINAL	TC/Boxing Golf Tournament Gift Bags	428322		58.03
100-1605-7730	SMART & FINAL	Splash in the Park Event Supplies	584399		65.17
100-1605-7735	SMART & FINAL	TC July 3rd Event Supplies/Sales	789466		37.98
100-1610-7616	SMART & FINAL	Red,White & Swim Event Supplies	289922		142.18
100-1605-7733	SMART & FINAL	Senior Ctr July 4th Party Supplies	321933		129.67
100-1605-7733	SMART & FINAL	July 3rd Event Soda/Water Sales	772155		409.40
100-1010-7980	SMART & FINAL	July 3rd Council Board Supplies	273999		61.89
100-1605-7758	SMART & FINAL	July 3rd Event Family Fun Zone Supplies	866999		86.52
100-1605-7758	SMART & FINAL	July 3rd Event Band/Sound Snacks	953388		72.53
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	574966		96.03
100-1610-7618	SMART & FINAL	Ice Machine Scoops	707611		24.78
Vendor 0209 - SMART & FINAL Total:					1,300.04
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Notices 6/2023	567921		612.36
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					612.36
Vendor: 2688 - STAPLES ADVANTAGE					
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3540888356		267.25
100-1825-7614	STAPLES ADVANTAGE	Office Supplies	3540888356		313.38
100-1805-7614	STAPLES ADVANTAGE	Budget Book Supplies	3541152569		72.20
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3542339624		56.80
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3542339625		355.98
Vendor 2688 - STAPLES ADVANTAGE Total:					1,065.61
Vendor: 6462 - SUNBELT RENTALS INC					
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Generato...	141443649-0001		1,212.53
100-1605-7758	SUNBELT RENTALS INC	July 3rd Light Tower Rental	141512026-0001		815.71
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Light Tower Rental	141512026-0002		467.96
100-1605-7758	SUNBELT RENTALS INC	July 3rd Event Light Tower Rental	141512026-0003		243.02

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7729	SUNBELT RENTALS INC	Concerts in the Park Generator Rental 7/10/23	141703907-0001		870.74
100-1605-7729	SUNBELT RENTALS INC	Concerts in the Park Light Tower Rental 7/10/23	141727077-0001		1,287.40
Vendor 6462 - SUNBELT RENTALS INC Total:					4,897.36
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 6/27/2023	SA-34826		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 6/2023	7132023		5,084.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					5,084.50
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 6/2023	17830		4,128.45
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					4,128.45
Vendor: 4649 - THE FUN COMPANY					
100-1205-7980	THE FUN COMPANY	National Night Out Event 8/1/2023	5001		1,515.00
Vendor 4649 - THE FUN COMPANY Total:					1,515.00
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7729	THE SAUCE CREATIVE SERVICE...	Summer Concerts Flyers/Banners/Yard Signs	6280		2,472.34
100-1605-7729	THE SAUCE CREATIVE SERVICE...	Summer Concerts Promo Giveaways	6306		829.06
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					3,301.40
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 6/1/2023 - 6/30/2023	848566895		213.74
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					213.74
Vendor: T4657 - TIM LANG					
100-2120	TIM LANG	SC Rental Deposit Refund 7/15/2023	R99873		500.00
Vendor T4657 - TIM LANG Total:					500.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	July 3rd Event Meal Reimbursement	7032023		238.41
Vendor 6100 - TONEY LEWIS Total:					238.41
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Remote Meetings Camera (Amazon)	6262023LB		55.11
100-1205-7610	U.S. BANK	Aida Torres ICMA Conf Registration 10/2023	6262023LB		490.00
100-1205-7614	U.S. BANK	Office Supplies (Target)	6262023LB		17.08
100-1205-7615	U.S. BANK	Henry Salcido CERT Conference Airfare (Breeze Air)	6262023LB		121.00
100-1205-7636	U.S. BANK	Uniform Badge Holder (Amazon)	6262023LB		55.08
100-1205-7779	U.S. BANK	DART Graffiti Removal/Local Harvest (Tru Bowl)	6262023LB		40.00
100-1205-7779	U.S. BANK	DART Citrus College Tour 6/22/23 (Jersey Mikes)	6262023LB		20.60
100-1205-7779	U.S. BANK	DART/Teen Ctr Event 6/19/23 (Little Caesars)	6262023LB		18.72
100-1205-7780	U.S. BANK	AC Officer Device Charging Cables (Amazon)	6262023LB		35.15
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Donuts (A & P Donuts)	6262023LB		33.75
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	6262023LB		210.50

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Coffee (Starbucks)	6262023LB		40.00
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Snacks/Drinks (S & F)	6262023LB		118.15
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer/Staff Food (Merengue)	6262023LB		38.04
100-1205-7780	U.S. BANK	Emily Lepone AC Snake Training (Cal Animals)	6262023LB		15.00
100-1205-7780	U.S. BANK	Emily Lepone AC Puppy Training (Cal Animals)	6262023LB		15.00
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Target)	6262023LB		29.14
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Dollar Tree)	6262023LB		6.99
100-1205-7887	U.S. BANK	Printer Cable (Best Buy)	6262023LB		9.89
Vendor 4484 - U.S. BANK Total:					1,369.20
Vendor: 6113 - WARDS SERVICE					
100-1610-7650	WARDS SERVICE	Vehicle #21 Service/Repair	91887		316.88
100-1205-7650	WARDS SERVICE	Vehicle #29 Service/Repair	91889		877.70
100-1605-7650	WARDS SERVICE	Vehicle #17 Service/Key Replacement	91976		547.60
Vendor 6113 - WARDS SERVICE Total:					1,742.18
Vendor: 5571 - WELLS FARGO VENDOR FINANCIAL SERVICES LLC					
100-1815-7630	WELLS FARGO VENDOR FINA...	Apple Lease Year 2 of 2	5025592292		22,850.43
Vendor 5571 - WELLS FARGO VENDOR FINANCIAL SERVICES LLC Total:					22,850.43
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest Control Srvcs-Yard 6/29/23	46893156		162.40
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					162.40
Fund 100 - GENERAL FUND Total:					824,043.45
Fund: 220 - GAS TAX FUN					
Vendor: 4917 - SUPERIOR PAVEMENT MARKINGS INC					
220-2210-7811	SUPERIOR PAVEMENT MARKI...	Civic Center Parking Lot Striping	16864		10,239.30
Vendor 4917 - SUPERIOR PAVEMENT MARKINGS INC Total:					10,239.30
Fund 220 - GAS TAX FUN Total:					10,239.30
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 3655 - ALL AMERICAN ASPHALT					
225-2127	ALL AMERICAN ASPHALT	Retention	2 (Final)	202306/225-2127-Retention-...	-4,641.88
225-2250-8100	ALL AMERICAN ASPHALT	FY23 Street Rehabilitation Project	2 (Final)	202306/225-2250-8100-Other...	78,400.00
225-2250-8100	ALL AMERICAN ASPHALT	CO-2 FY23 Street Rehabilitation Project	2 (Final)	202306/225-2250-8100-Other...	14,437.50
Vendor 3655 - ALL AMERICAN ASPHALT Total:					88,195.62
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					88,195.62
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1060 - BEE REMOVERS					
240-2410-7662	BEE REMOVERS	Bee Removal-CH Parking Lot	601354		135.00
Vendor 1060 - BEE REMOVERS Total:					135.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		10,537.29
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		681.41
240-2410-7917	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		6,807.23
240-2420-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		484.95
240-2421-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		1,826.50

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2422-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		675.21
240-2423-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		1,264.50
240-2424-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		772.75
240-2425-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		562.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		252.90
240-2427-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		885.61
240-2431-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		1,124.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		1,173.18
240-2433-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		744.65
240-2434-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		498.78
240-2435-7914	BRIGHTVIEW LANDSCAPE SER...	Landscape Maintenance 7/2023	8469407		702.50
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					28,993.46
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	4185454		366.76
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Duarte Park	4185918		175.88
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Duarte Park	4185957		133.44
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					676.08
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7662	WEST COAST ARBORISTS INC	Arborist Report	1-9126		878.00
240-2410-7896	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	201943		9,308.00
240-2410-7906	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	201943		13,570.00
240-2410-7909	WEST COAST ARBORISTS INC	Tree Trimming/Removals/Planting	201943		20,519.50
Vendor 1521 - WEST COAST ARBORISTS INC Total:					44,275.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					74,080.04
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	CDBG City Hall ADA Improvements 6/2023	7885	202102-CDBG ADA Improv Pro..	1,539.00
Vendor 5438 - LDM ASSOCIATES INC Total:					1,539.00
Vendor: 6425 - PUB CONSTRUCTION INC					
260-2127	PUB CONSTRUCTION INC	Retention-City Hall ADA Improvement	Final	202102-Retention-CDBG ADA ...	30,093.85
Vendor 6425 - PUB CONSTRUCTION INC Total:					30,093.85
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					31,632.85
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 6/2023	233716EC		11,613.35
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					11,613.35
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					11,613.35

Council Warrant Register By Vendor

Payment Dates: 7/13/2023 - 7/26/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 6354 - NATURE FOR ALL					
400-4005-7965	NATURE FOR ALL	Fish Cyn Trail Restoration/Access Planning 6/2023	WF-06.2079	202214-Exp-Fish Cyn Trail Res...	1,812.85
Vendor 6354 - NATURE FOR ALL Total:					1,812.85
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					1,812.85
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY L...	Citywide Vehicle Cleaning 6/2023	5880		36.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					36.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					36.00
Grand Total:					1,041,653.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	824,043.45
220 - GAS TAX FUN	10,239.30
225 - SB-1, Road Maintenance/Rehab Fund	88,195.62
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	74,080.04
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	31,632.85
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,613.35
400 - PARK DEVELOPMENT GRANT FUND	1,812.85
440 - PROPOSITION A TRANSIT FUND	36.00
Grand Total:	1,041,653.46

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	156.00
100-1005-7642	Travel & Exp - Finlay	1,327.66
100-1005-7650	Travel & Exp - Lewis	238.41
100-1010-7610	Travel, Mtgs & Conf	207.97
100-1010-7670	Legal Notices	612.36
100-1010-7685	Technology Services	4,000.00
100-1010-7980	Other Expenses	270.56
100-1015-7680	City Attorney Legal	20,959.50
100-1015-7682	Labor Counsel Legal	2,838.00
100-1015-7684	Code Enforcement Legal	19,572.57
100-1015-7686	Other Legal Services	663.50
100-1020-7724	Post Office Parking	161.58
100-1025-7706	MADIA	300.00
100-1205-7610	Travel, Mtgs & Conf	570.10
100-1205-7614	Office Supplies	73.88
100-1205-7615	Emergency Supplies	121.00
100-1205-7636	Uniforms	104.33
100-1205-7650	Vehicle Maintenance	1,208.59
100-1205-7655	Emergency Services	213.74
100-1205-7760	Homeless Outreach Prog...	14,500.00
100-1205-7761	Parking Ticket Collect	7,162.80
100-1205-7762	Parking Pass Kiosk Costs	583.41
100-1205-7779	Youth Programs	182.28
100-1205-7780	Animal Control	12,024.38
100-1205-7781	Contract Law Enforceme...	419,136.47
100-1205-7782	Crossing Guard Contract...	3,794.85
100-1205-7783	GAPP Program	26,250.00
100-1205-7823	Code/Animal Control Da...	9,144.73
100-1205-7887	Repairs & Replacements	9.89
100-1205-7980	Other Expenses	1,533.00
100-1405-7650	Vehicle Maintenance	30.00
100-1405-7800	Building Department Ser...	25,723.35
100-1405-7967	Public Works Inspections	840.00
100-1405-7969	City Engineer	9,066.25
100-1410-7630	Equipment Rentals	355.28
100-1410-7636	Uniforms	780.34
100-1410-7650	Vehicle Maintenance	12.00
100-1410-7656	Emergency Generator	160.00
100-1410-7814	Graffiti Removal	4,128.45
100-1410-7980	Other Expenses	4,335.00
100-1415-7916	Landscape-Sport Park	2,009.15
100-1500	Advances	940.00
100-1605-7636	Uniforms	238.06
100-1605-7650	Vehicle Maintenance	553.60
100-1605-7729	Concerts In The Park	12,388.92

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7730	Special Events	280.80
100-1605-7733	Senior Center	1,912.47
100-1605-7735	Teen Center	198.82
100-1605-7736	Youth & Adult Recreatio...	1,601.20
100-1605-7740	Day Camps	1,068.04
100-1605-7741	Sports/Playground Progr...	805.75
100-1605-7745	Boxing Program	304.11
100-1605-7758	Independence Day Celeb...	15,563.15
100-1605-7965	Professional Services	23,400.00
100-1610-7616	Pool Supplies	142.18
100-1610-7617	Pool Chemicals	2,082.73
100-1610-7618	Building Supplies	4,117.12
100-1610-7636	Uniforms	118.96
100-1610-7650	Vehicle Maintenance	316.88
100-1610-7652	Building Maint Services	18,010.26
100-1610-8100	Other Capital Improvem...	7,900.00
100-1805-7614	Office Supplies	461.26
100-1805-7653	Bank Charges	304.88
100-1810-7660	Other Services	317.00
100-1815-7630	Equipment Lease	22,850.43
100-1815-7632	Software	19,207.00
100-1815-7965	Professional Services	12,500.00
100-1820-7776	Faithful Performance Bo...	1,191.00
100-1825-7613	Duplications And Photos	549.49
100-1825-7614	Office Supplies	313.38
100-1825-7630	Equipment Lease	2,400.09
100-1825-7631	Equipment Maintenance	704.86
100-1825-7945	Operation Of Acq Prop	58.55
100-2012	Green Building Fees Pay...	145.00
100-2013	Strong Motions Fees Pay...	436.50
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	650.00
100-2122	Disability Access & Educ ...	157.20
100-2125	Metro Pass Through (TA...	30.00
100-2126	Construction and Demoli...	30,000.00
100-2127	Retention Payable	44,094.11
100-4004	Business License Tax	363.00
100-4201	Building Permits	141.60
100-5004	Other Revenue	-161.33
220-2210-7811	Street Maintenance	10,239.30
225-2127	Retention Payable	-4,641.88
225-2250-8100	Other Capital Improvem...	92,837.50
240-2410-7662	Other Serv-Citywide	1,013.00
240-2410-7888	Repairs-Citywide	676.08
240-2410-7896	Tree Planting-Citywide	9,308.00
240-2410-7906	Tree Trim-Citywide	13,570.00
240-2410-7909	Tree Trim-Residential	20,519.50
240-2410-7915	Landscape-Citywide	10,537.29
240-2410-7917	Landscape-Medians	7,488.64
240-2420-7914	Landscape Maintenance	484.95
240-2421-7914	Landscape Maintenance	1,826.50
240-2422-7914	Landscape Maintenance	675.21
240-2423-7914	Landscape Maintenance	1,264.50
240-2424-7914	Landscape Maintenance	772.75
240-2425-7914	Landscape Maintenance	562.00
240-2426-7914	Landscape Maintenance	252.90
240-2427-7914	Landscape Maintenance	885.61
240-2431-7914	Landscape Maintenance	1,124.00

Account Summary

Account Number	Account Name	Payment Amount
240-2432-7914	Landscape Maintenance	1,173.18
240-2433-7914	Landscape Maintenance	744.65
240-2434-7914	Landscape Maintenance	498.78
240-2435-7914	Landscape Maintenance	702.50
260-2127	Retention Payable	30,093.85
260-2605-8061	ADA Curb Ramps (Capital)	1,539.00
290-2905-7781	Contract Law Enforceme...	11,613.35
400-4005-7965	Professional Services	1,812.85
440-4405-7650	Vehicle Maintenance	36.00
Grand Total:		1,041,653.46

Project Account Summary

Project Account Key	Payment Amount
None	645,765.68
202102- Retention CDBG ADA Improvement	44,094.11
202102-CDBG ADA Improv Project	1,539.00
202102-Retention-CDBG ADA Improv Project	30,093.85
202105-Contract Law Enforcement	11,087.72
202118-ATP Cycle 4-City Engineer	6,986.25
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202214-Exp-Fish Cyn Trail Restoration/Access Plan	1,812.85
202306/225-2127-Retention-2023 St Rehab Project	-4,641.88
202306/225-2250-8100-Other Cap-FY23 St Rehab	92,837.50
250016-Oper of Acq Prop-1229 Pops Road	58.55
Grand Total:	1,041,653.46



PUBLIC SAFETY STATUS REPORT July 2023



PROJECT/PROGRAM	STATUS
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	Our current Part 1 crime rate has decreased by 28.79% . This improvement translates to 76 fewer incidents compared to the corresponding period last year. The notable contributors to this decline are larceny theft and aggravated assaults.
2. Special Assignment Team	During routine patrol checks of our high vandalized areas, our Special Assignment Deputies apprehended a suspect involved in felony vandalism on the 2000 block of Mountain. Their swift action and vigilant patrolling contributed to the successful capture of the individual responsible for these criminal acts. We are proud to announce that Special Assignment Deputy Arthur Valenzuela received a special recognition from Congresswoman Grace Napolitano on June 28th. This recognition is a testament to Deputy Valenzuela's unwavering dedication and outstanding commitment to serving our community. We applaud his exemplary efforts in making a positive impact on the lives of those we serve.
3. Neighborhood Watch	The Public Safety staff has actively participated in various City Functions, such as concerts in the park, the 3rd of July celebration, and Yappy Hour. Their presence at these events serves to promote overall public safety efforts. During each event, the staff offers valuable Department information, facilitates the sale of dog licenses, distributes free helmets, and raises awareness about Neighborhood Watch programs.
4. 3 rd and 4 th of July	The 3rd of July fireworks safety operation was successfully executed without any major incidents reported. The event attracted a remarkable attendance, with over 8,200 individuals recorded inside the venue and an additional 1,000 attendees observed outside. A dedicated team of 55+ Public Safety personnel, including Deputy Sheriffs, Sheriff Volunteers, Sheriff Explorers, CERT members, DART members, Animal Control Officers, Code Enforcement Officers, and General Public Safety Staff, diligently ensured the smooth running of the event. Regarding the 4th of July enforcement operation, a total of 8 Administrative Citations were issued. As of July 17th, 2023, one citation has been paid in full, and no citations have been contested thus far. The enforcement team was composed of Duarte Deputies, Code Enforcement Officers, Community Service Officers, Animal Control Officers, CERT members, and General Public Safety Staff.

PROJECT/PROGRAM	STATUS
	Overall, these operations reflect the dedicated efforts and collaborative work of our Public Safety team in maintaining safety and upholding regulations during the holiday celebrations.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Tony Hadloc, our Outreach Coordinator, has been dedicatedly serving in this position since August 2018. Based on his unofficial homeless count for the month, there are currently 27 individuals experiencing homelessness within our community. Hadloc has been actively collaborating with our Code Enforcement team, Deputies, and LA CADA to provide much-needed assistance and support to those individuals' facing homelessness. Emily Lepone, our Code Enforcement Officer, began her assignment on October 3, 2022. Since then, she has been diligently enforcing regulations related to shopping cart and public right-of-way violations, as well as addressing nuisances within our major shopping centers. Officer Lepone is actively coordinating with our Deputies to ensure individuals with outstanding warrants related to municipal code violations are brought to court.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period, they interacted with a total of 33 individuals, 11 of whom were encountered for the first time. They conducted 22 follow-up engagements, while 13 individuals declined supportive services. Notably, one individual was provided long term housing. The locations with the highest number of contacts were Huntington Dr/Buena Vista and the Duarte Library. Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. In this reporting period, they engaged with 24 individuals, including 8 first-time encounters. They conducted 16 follow-up engagements, with 7 individuals declining supportive services. Notably, three individuals were connected to pantry services, while one individual was successfully connected with primary care at the City of Hope Medical Center and DHS Mobile Clinic. The location with the most contacts was Duarte Park.
3. 2022 LAHSA Official Homeless Count	Duarte – 11 (25 in 2020) Monrovia – 76 (77 in 2020) Arcadia – 174 (106 in 2020) Irwindale – 213 (7 in 2020) Azusa – 220 (243 in 2020) *Waiting on 2023 Homeless Count numbers

PROJECT/PROGRAM	STATUS
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	On July 6th, 2023, the Emergency Operations Center (EOC) was activated in response to a brush fire that occurred between Westvale Road and Rim Road. The Fire Personnel swiftly responded to the situation with the deployment of aircraft and hand crews. As a precautionary measure, two homes were evacuated, but were later repopulated that same evening. Thankfully, there were no reported injuries related to the incident. The cause of the fire is currently under investigation. The EOC was subsequently closed later that evening. The total area affected by the fire was approximately 1 acre.



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended May 31, 2023
(91.7% of FY 2023-24 Completed)**

Contents

Page

Treasury Report

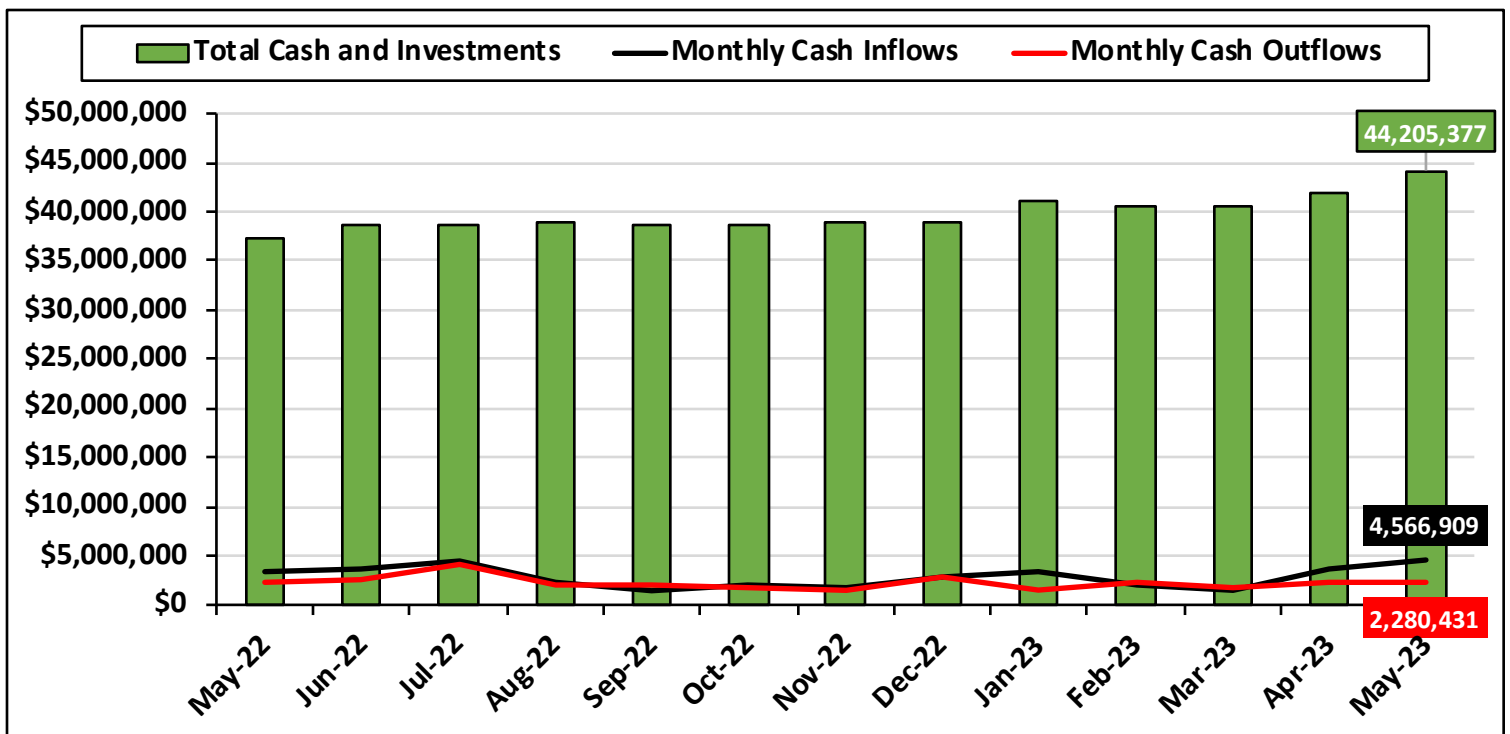
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

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

CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended May 31, 2023

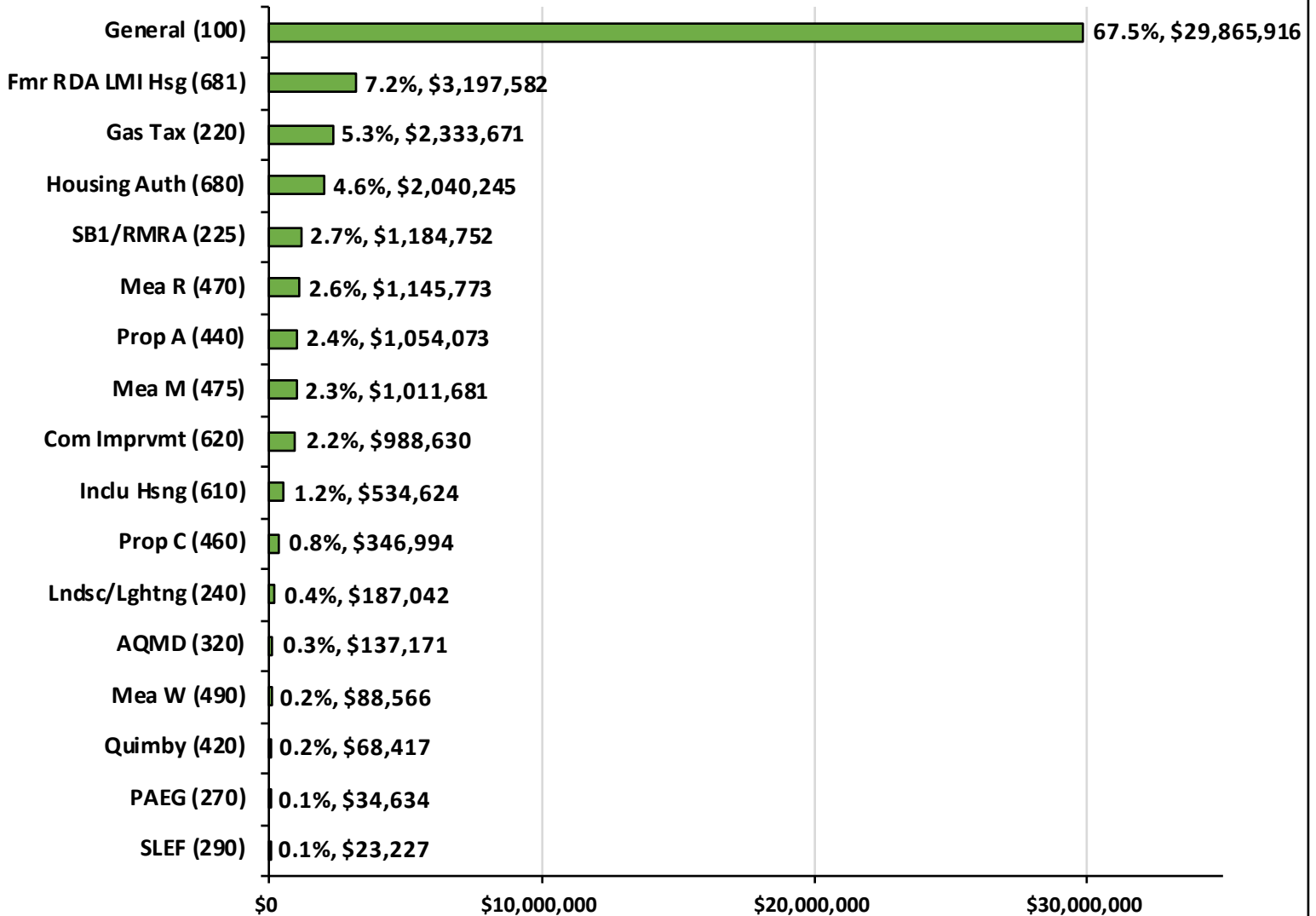
MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (5/01/2023)	\$5,962,213	\$35,956,687	\$41,918,899
Cash Inflows			
Receipts	\$4,566,909	\$0	\$4,566,909
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$4,566,909	\$0	\$4,566,909
Cash Outflows			
Disbursements	\$2,280,431	\$0	\$2,280,431
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$2,280,431	\$0	\$2,280,431
Net Activity	\$2,286,478	\$0	\$2,286,478
Ending Balance (5/31/2023)	\$8,248,691	\$35,956,687	\$44,205,377



*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended May 31, 2023

Cash Balance by Fund (total is \$44.2 million*): % of Total & \$ Amount

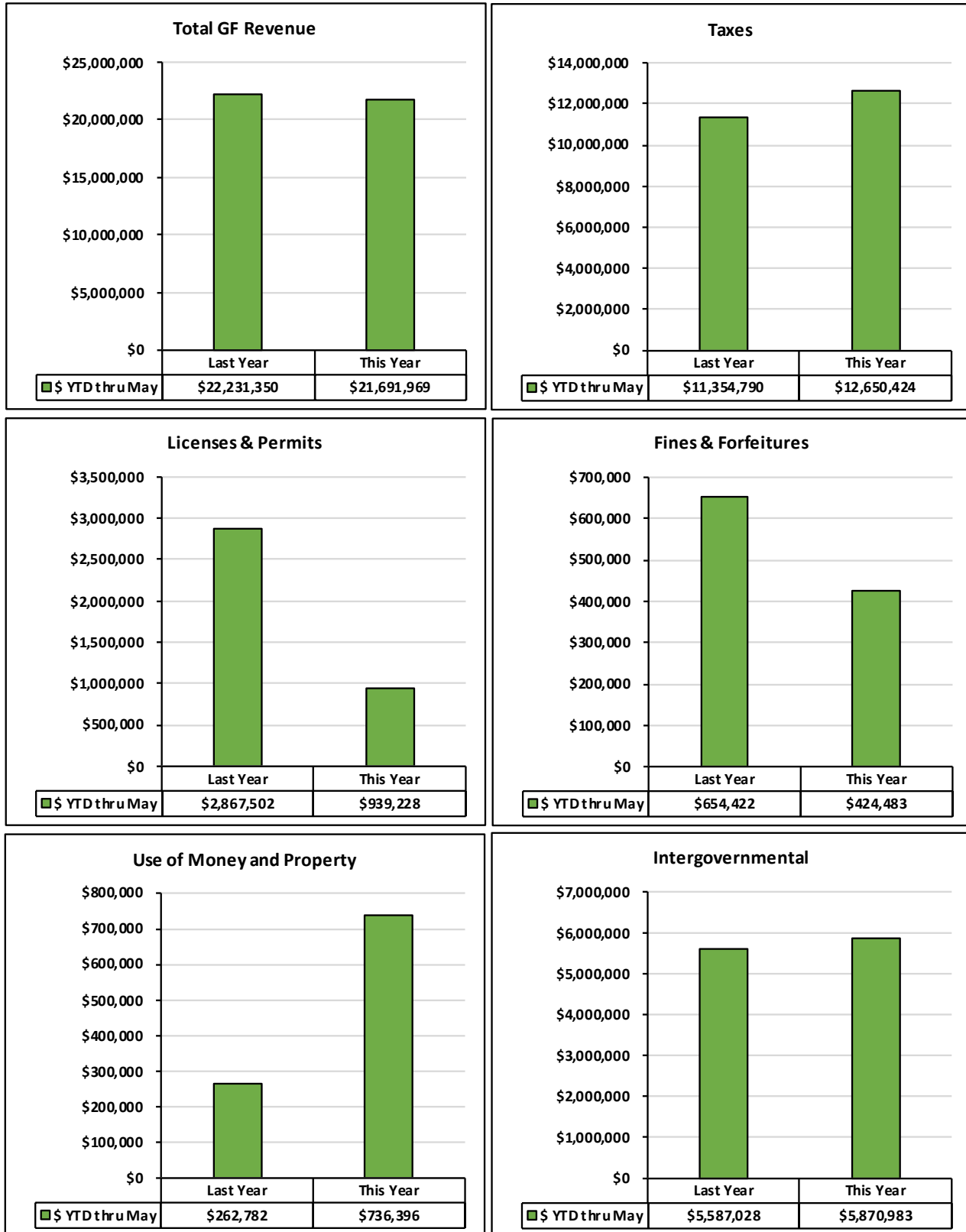


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

CITY OF DUARTE

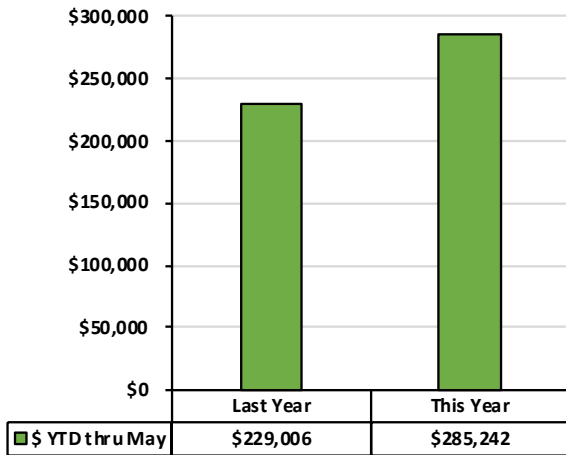
General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through May versus Prior Year



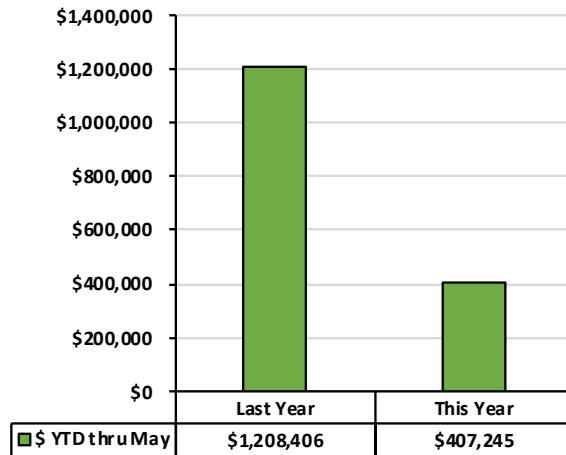
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through May versus Prior Year

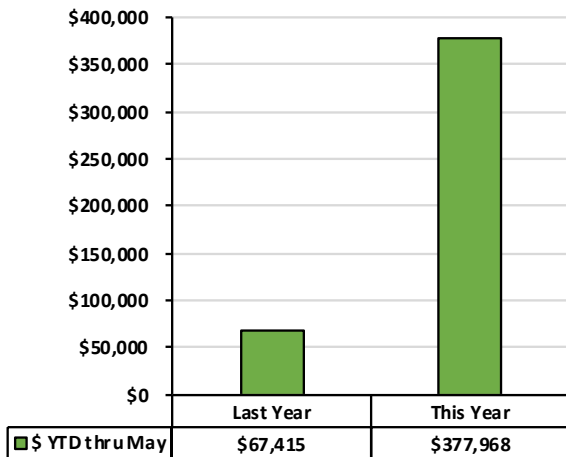
Recreation Fees



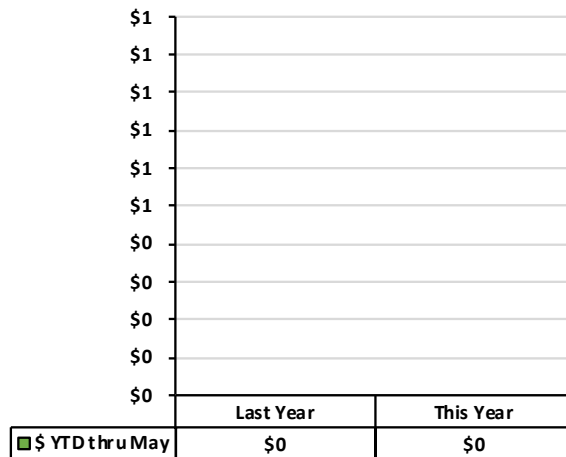
Other Service Charges



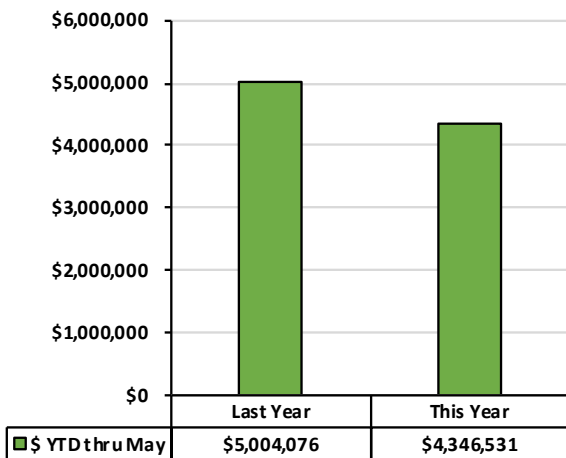
Miscellaneous



Reimbursements



Sales and Use Tax

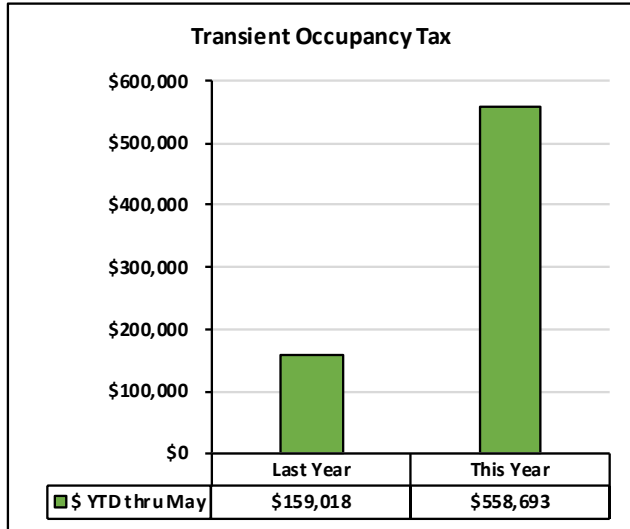
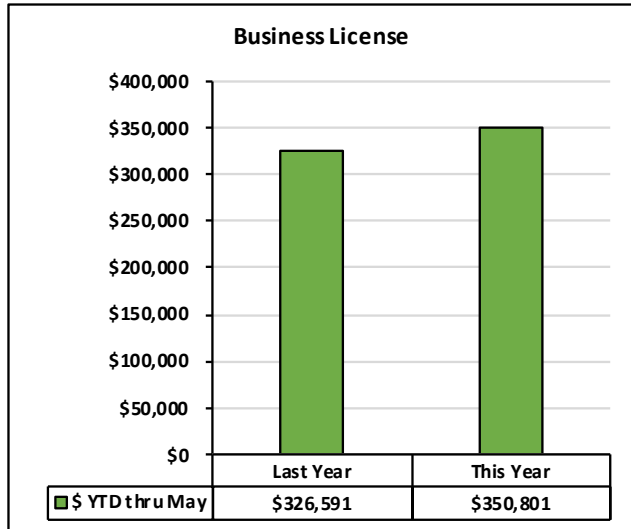
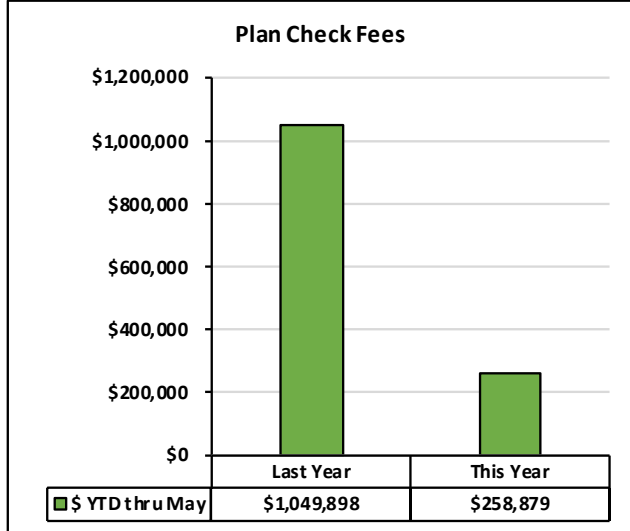
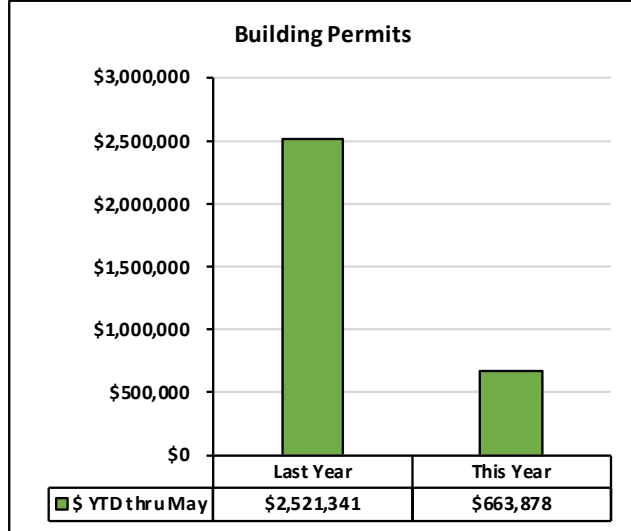
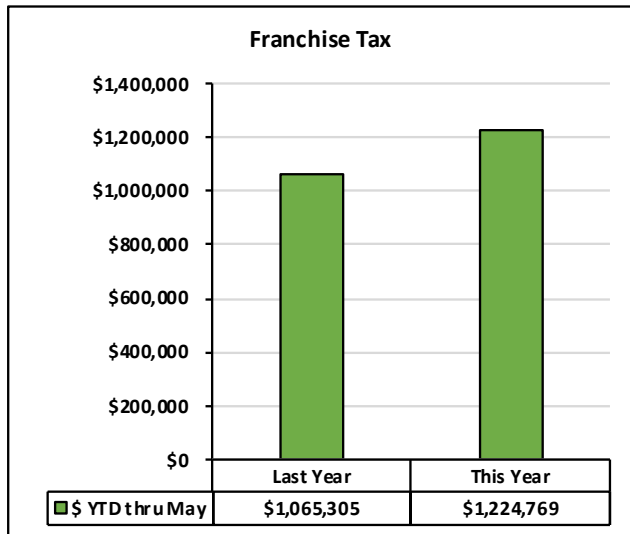
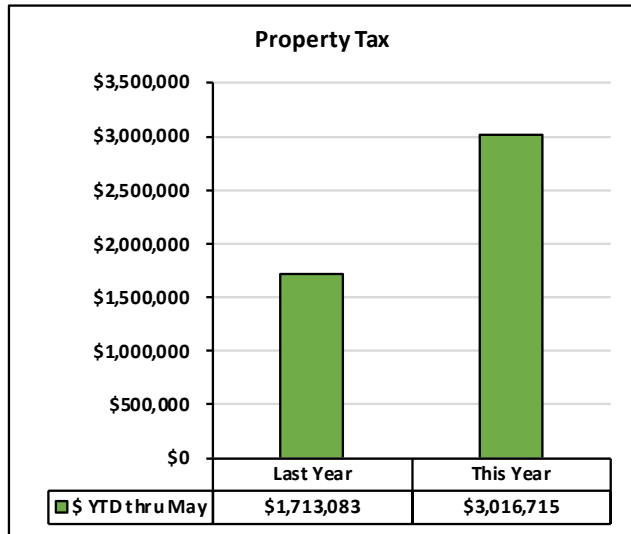


Transactions (New Sales) Tax



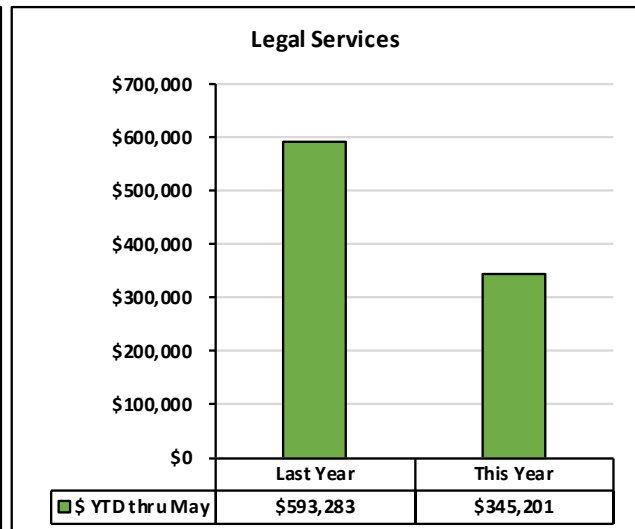
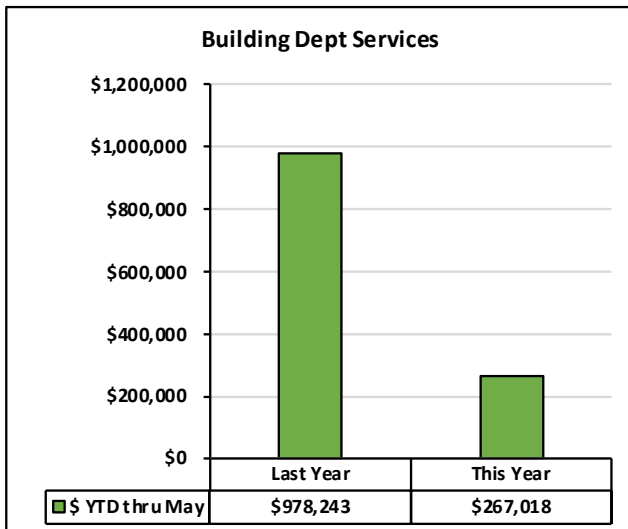
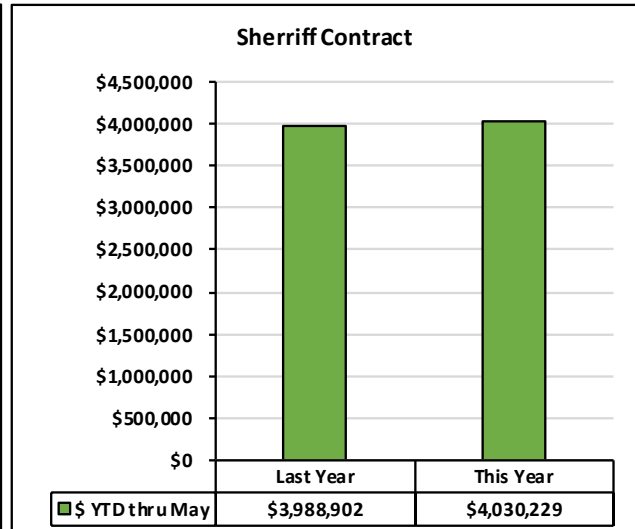
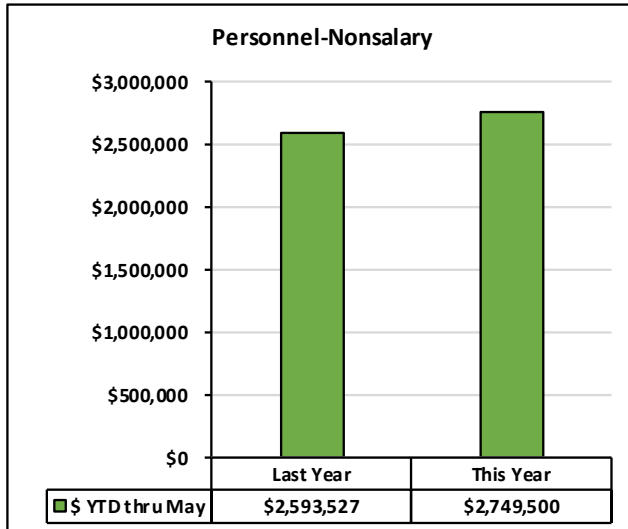
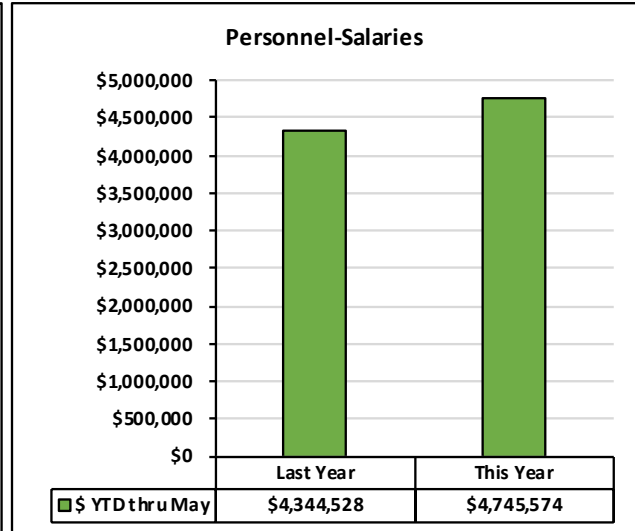
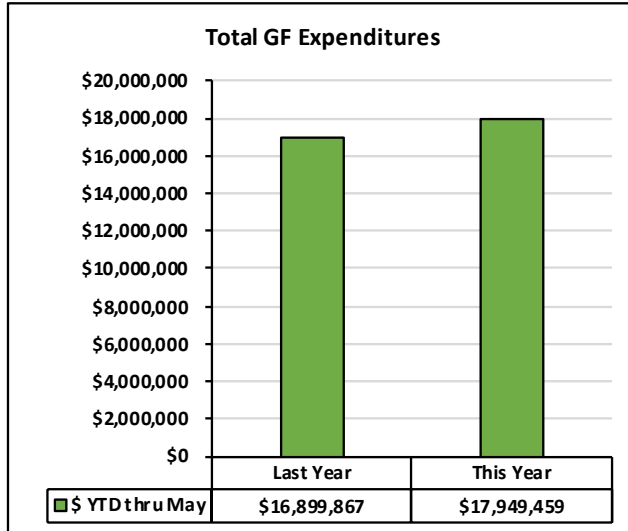
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2022-23 Year-to-Date Through May versus Prior Year



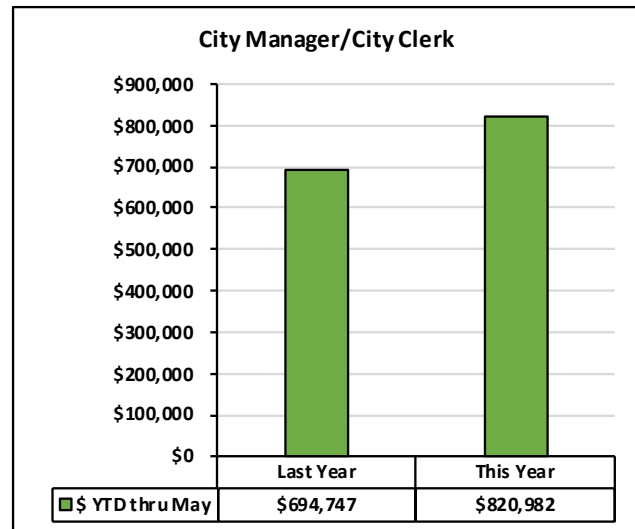
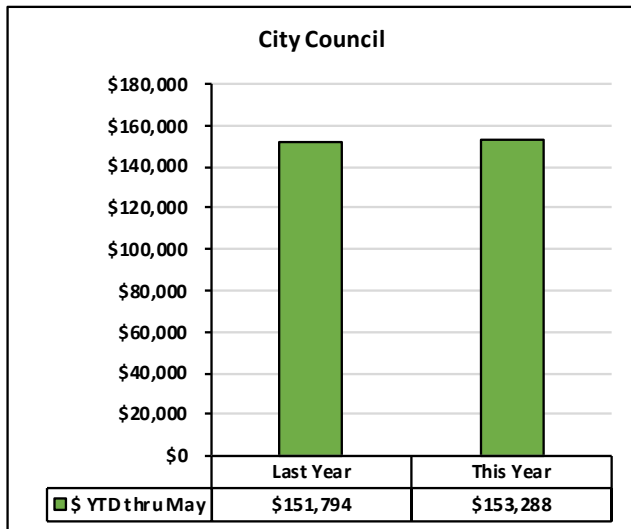
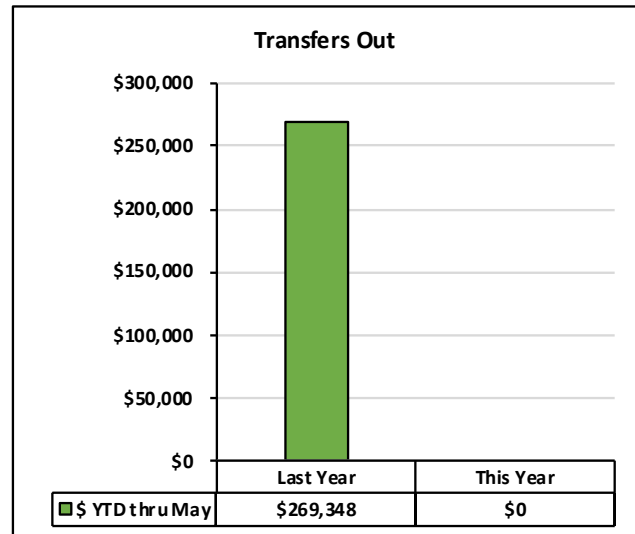
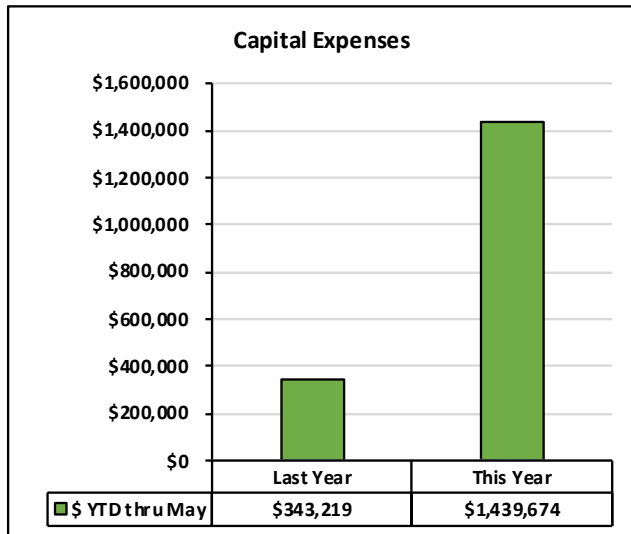
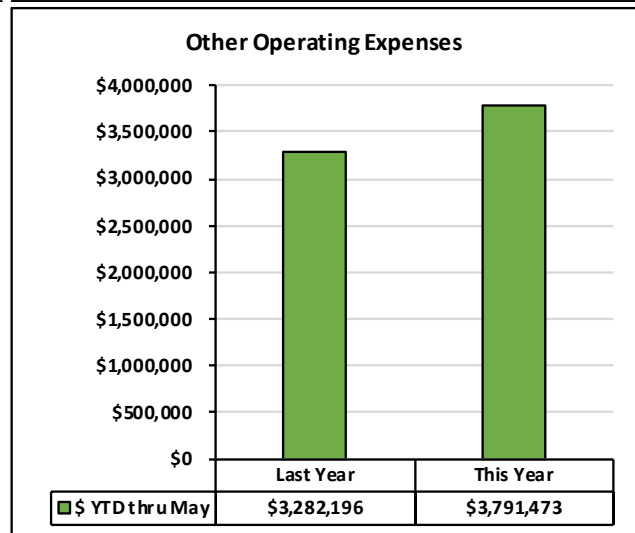
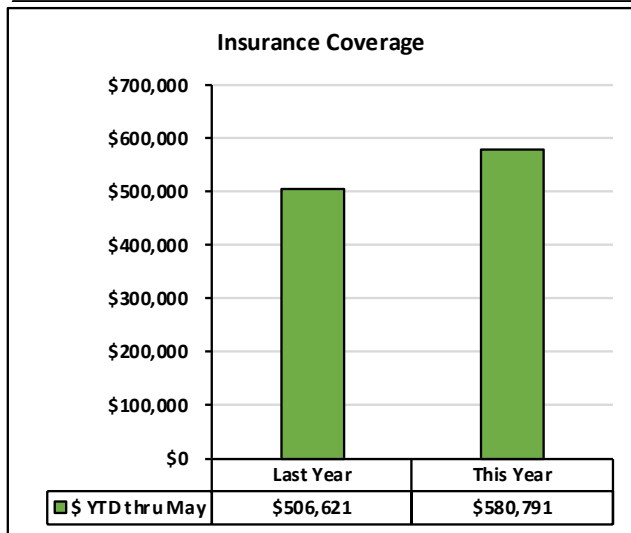
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through May versus Prior Year



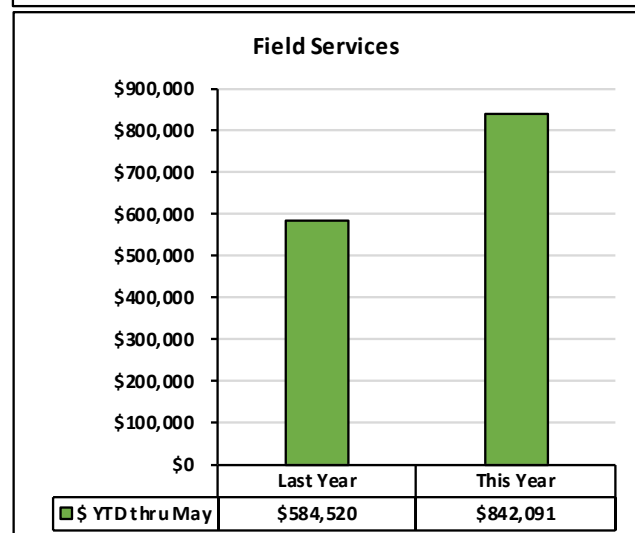
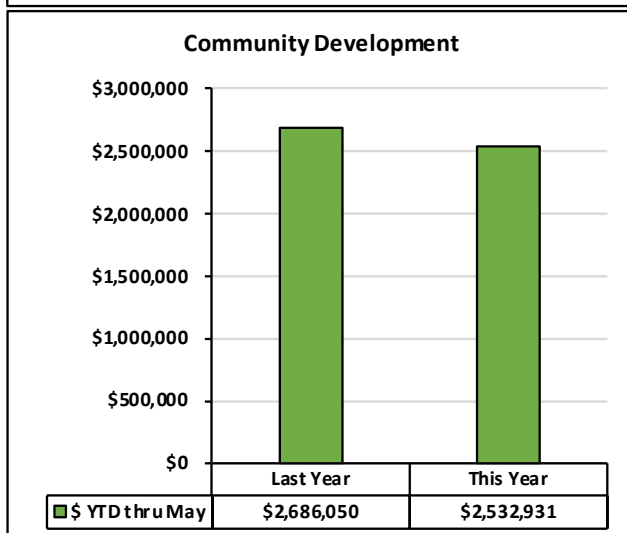
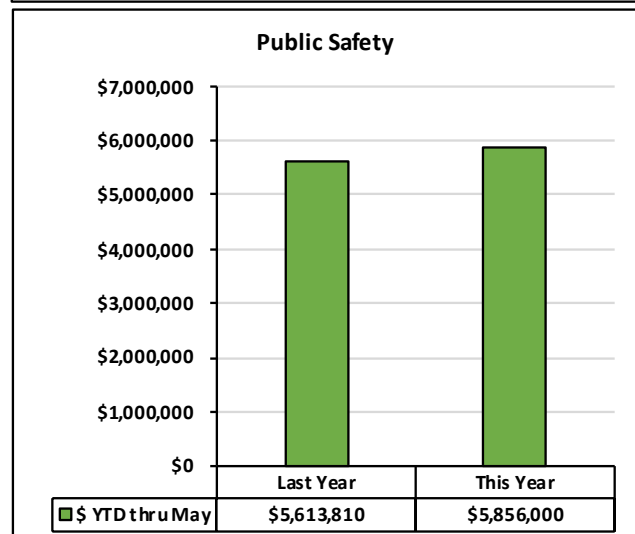
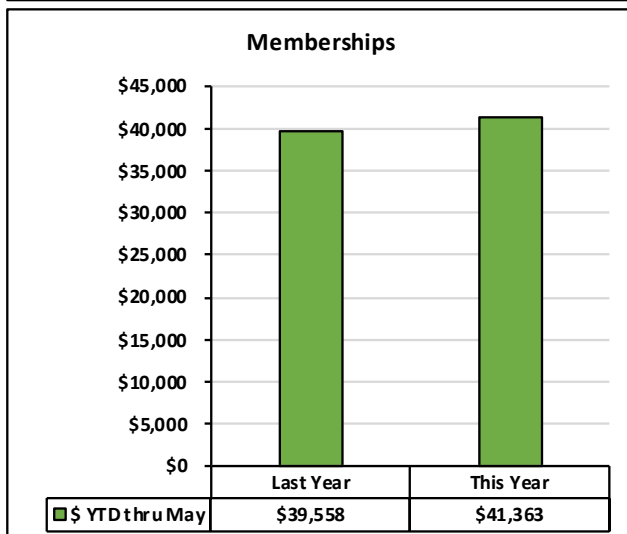
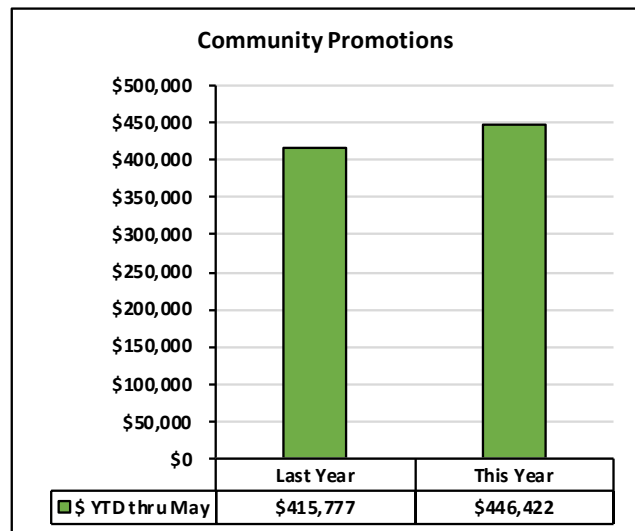
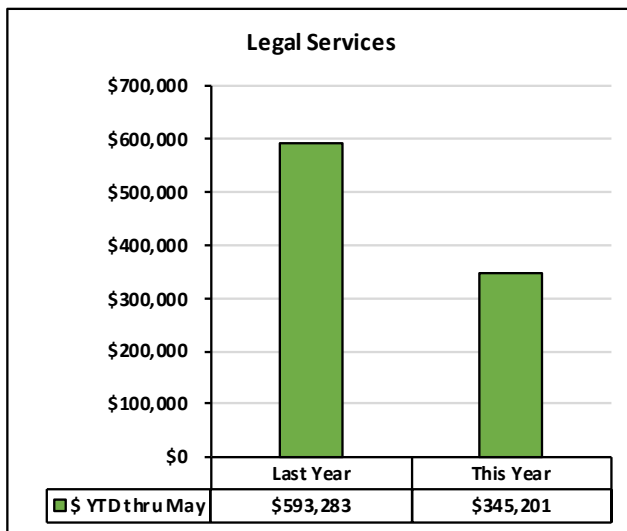
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through May versus Prior Year



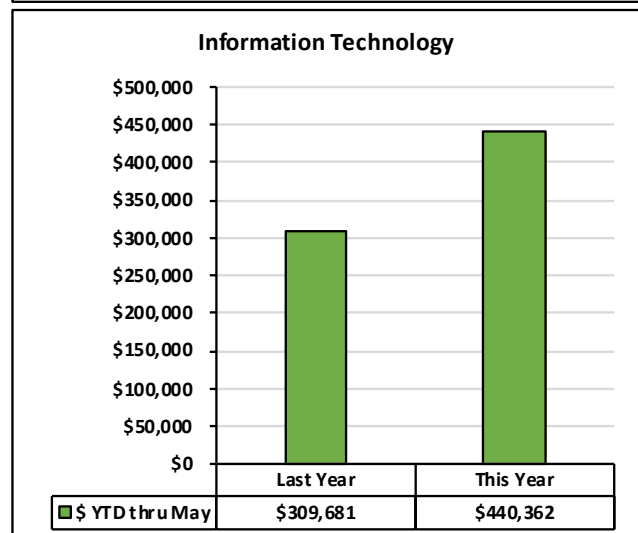
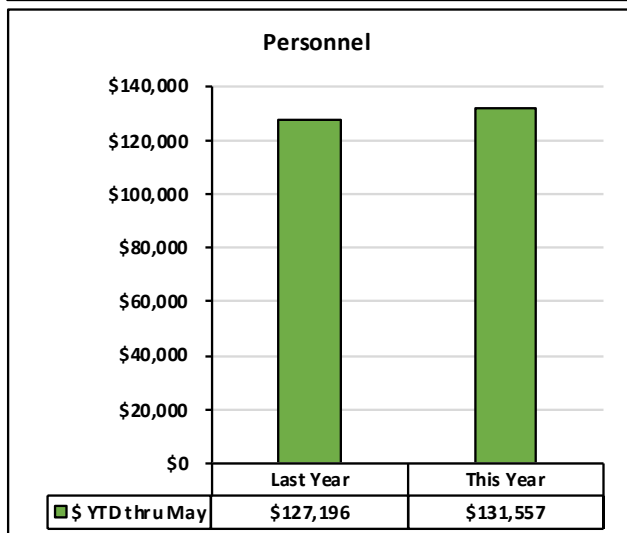
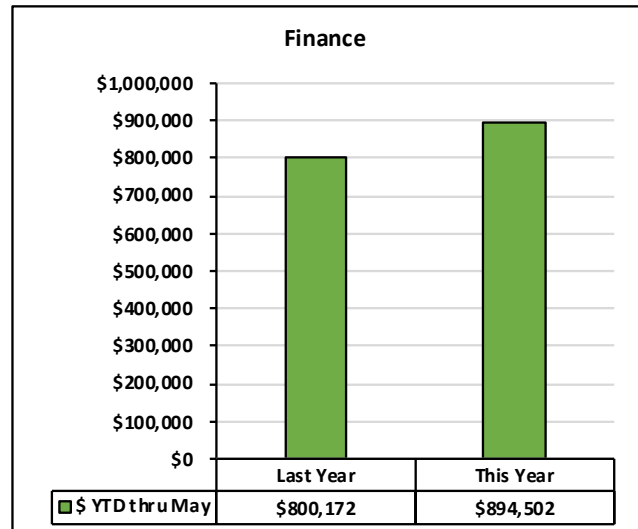
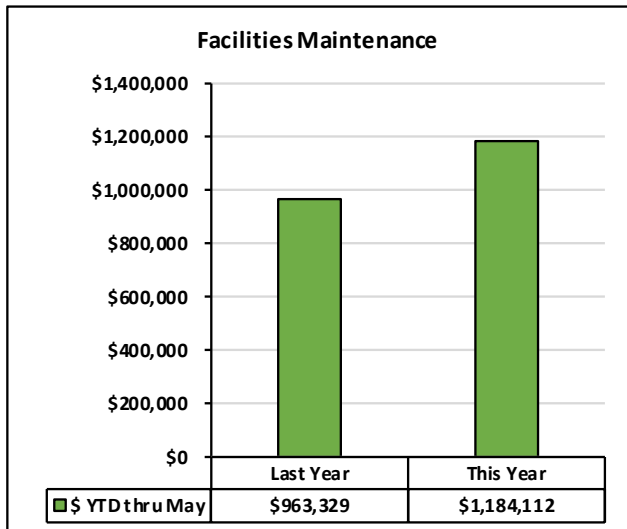
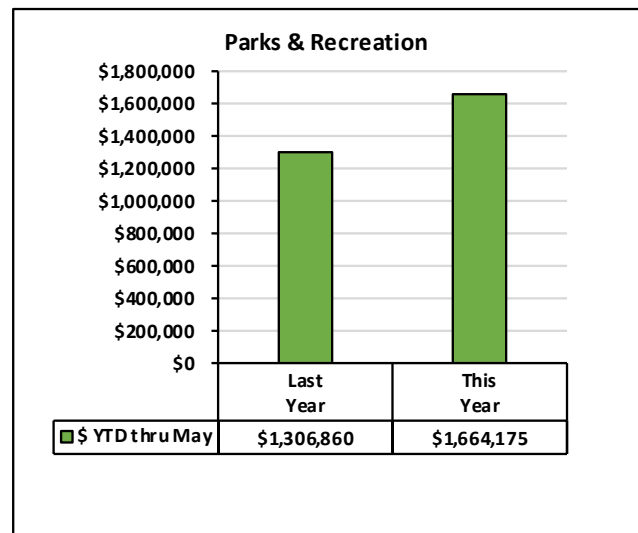
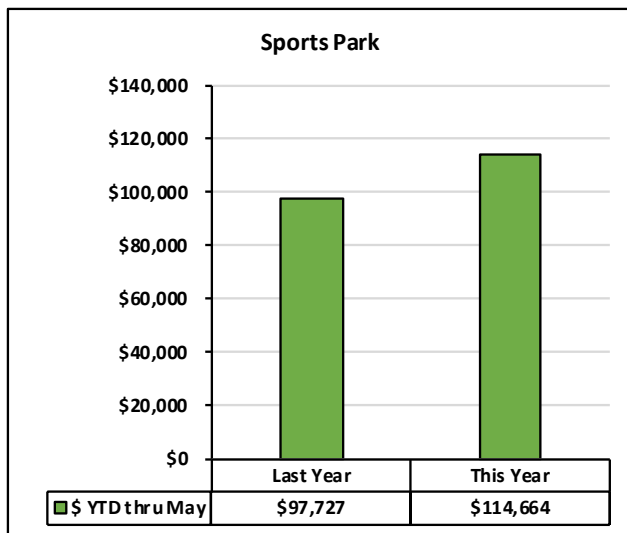
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through May versus Prior Year



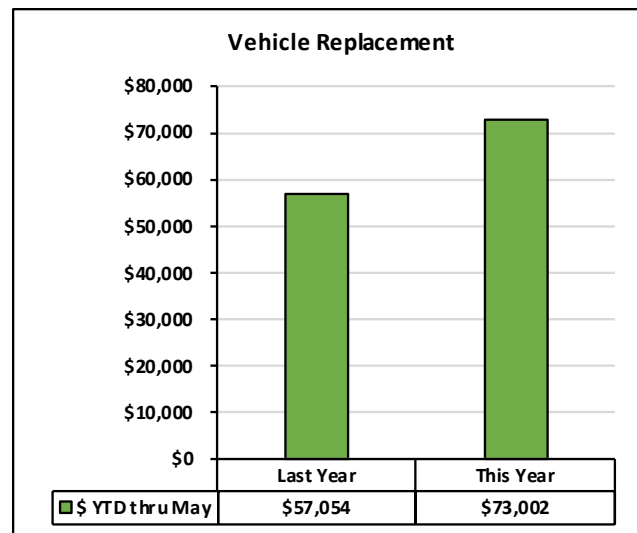
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2022-23 Year-to-Date Through May versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division *FY 2022-23 Year-to-Date Through May versus Prior Year*

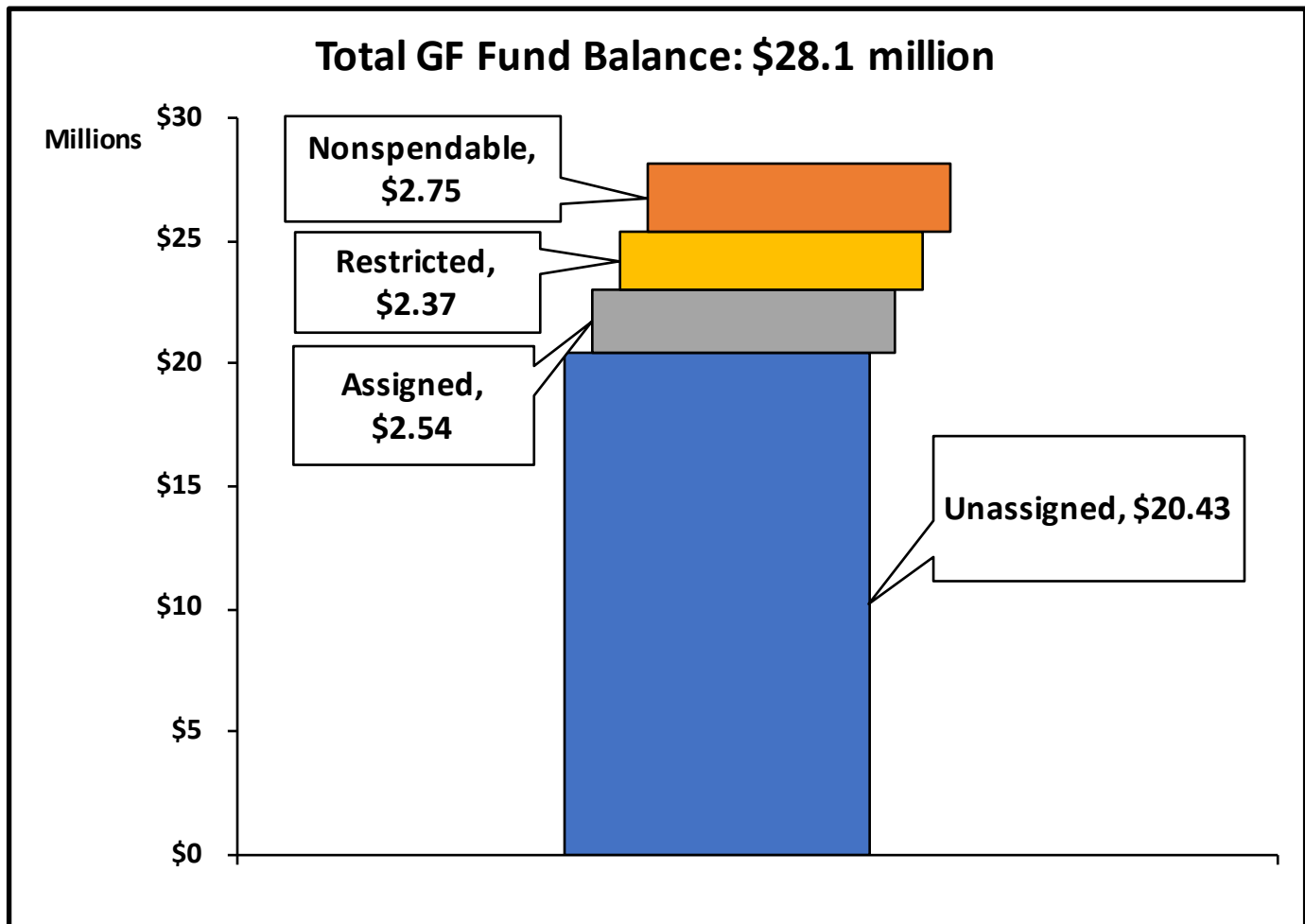


CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2022-23 Year-to-Date Through May

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	28,094,578	21,691,969	0	17,949,459	0	3,742,510	31,837,088
220	Gas Tax	2,226,873	478,430	0	428,452	0	49,978	2,276,851
225	SB1/RMRA	842,601	366,702	0	24,500	53	342,149	1,184,750
240	Lghtng & Lndscpng	102,576	1,009,922	0	1,058,070	0	(48,148)	54,428
260	CDBG	(1,763)	578,438	0	632,201	0	(53,763)	(55,526)
270	PAEG	49,130	24,625	0	39,122	0	(14,497)	34,633
290	Supp Law Enfrmnt	0	165,851	0	142,624	0	23,227	23,227
300	Bike & Ped Safety	(53)	0	53	0	0	53	0
320	Air Quality (AQMD)	132,540	22,336	0	17,705	0	4,630	137,170
400	Park Development	0	5,148	0	27,284	0	(22,136)	(22,136)
420	Quimby	67,648	770	0	0	0	770	68,418
440	Prop A	908,410	549,325	0	436,279	0	113,046	1,021,456
460	Prop C	227,250	449,527	0	356,557	0	92,969	320,219
470	Mea R	984,740	337,517	0	184,068	0	153,449	1,138,189
475	Mea M	667,984	343,697	0	0	0	343,697	1,011,681
490	Mea W	190,757	1,628	0	103,819	0	(102,190)	88,567
520	Town Cntr Debt Serv	109,632	71	0	75,515	0	(75,444)	34,188
521	Infra Mod Debt Srv	0	0	0	220,837	0	(220,837)	(220,837)
610	Inclusionary Hsng	528,609	6,015	0	0	0	6,015	534,624
620	Community Impr	330,180	563,757	0	114,000	0	449,757	779,937
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,000,389	62,003	0	22,148	0	39,856	2,040,245
681	Fmr RDA L/M Hsg	4,051,832	35,998	0	8,495	0	27,503	4,079,335
Total - All Funds		41,513,913	26,693,729	53	21,841,135		4,852,594	46,366,507

CITY OF DUARTE
Components of Fund Balance in the General Fund
as of 7/1/2022

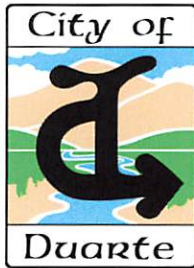


"Nonspendable" Fund Balance: \$2.74 million: Consists of assets that are inherently unspendable in their current form. Nearly all of Duarte's \$2.75 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.37 million: Consists of amounts with externally enforceable legal restrictions on the use of the funds. Of the City's restricted funds, the largest portion - over \$2.1 million - may only be used to enhance economic development within the Town Center Specific Plan area.

"Assigned" Fund Balance: \$2.54 million: Comprises amounts intended to be used for specific purposes, as determined by the City Council or by an official delegated by the City Council to make such an assignment. These funds consist of General Fund monies made available by ARPA, and will be used on a range of council-designated special projects.

"Unassigned" Fund Balance: \$20.43 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.



AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Notice of Completion: Fiscal Year 2022-23 Street Rehabilitation Project No. 23-5 for All American Asphalt.

RECOMMENDATION: It is recommended that the City Council accept the project as complete in the amount of \$792,983.90.

FISCAL IMPACT: The Fiscal Year 2022-23 Street Rehabilitation Project was included in the 2022-23 Capital Improvement Program Budget and was funded by SB1 and Measure R allocations. City Council approved the contract for \$794,222.00. The final project cost was \$792,983.90.

BACKGROUND

On March 28, 2023, City Council awarded the contract for the Fiscal Year 2022-23 Street Rehabilitation Project to All American Asphalt. The project scope included the rehabilitation of the existing asphalt roadway with rubberized asphalt and removal and reconstruction of localized failed pavement. All pavement markings and striping were replaced with reflective thermoplastic. Lastly the project included the installation of ADA ramps, reconstruction of cross gutters and removal and replacement of broken and off-grade sidewalk.

The following locations were included in this project:

1. Hacienda Dr from Las Lomas Rd to Encanto Pkwy
2. San Pablo Wy from Hacienda Dr to Hacienda Dr
3. San Juan Cir from Hacienda Dr to End St
4. Bernardo Cir from San Pablo Wy to End St
5. Tocino Dr from San Pablo Wy to End St
6. Calle Del Norte from Hacienda Dr to End St
7. Santa Barbara Cir from Hacienda Dr to End St
8. Santa Maria Cir from Hacienda Dr to End St

9. Vista Laguna Cir from Hacienda Dr to End St
10. San Marcus Ln from Hacienda Dr to End St
11. Sorrento Cir from Hacienda Dr to End St
12. Rancho Rd from Hacienda Dr to End St
13. Vista Mesa Ct from Rancho Rd to End St
14. Paseo Grande Cir from Rancho Rd to End St
15. Vista Verde Cir from Rancho Rd to End St
16. Greenbank Ave from Treefern Dr to Royal Oaks Dr
17. Freeborn St from Greenbank Ave to Mel Canyon Rd
18. Mel Canyon Rd from Freeborn St to Royal Oaks Dr
19. Fieldview Ave from Treefern Dr to Freeborn St
20. Treefern Dr from Greenbank Ave to End St
21. Bettyhill Ave from Treefern Dr to End St
22. Gardi St from Fieldview Ave to End St
23. Melcanyon Rd. from Royal Oaks Dr. to Brookridge Rd.
24. Opal Canyon Rd. from Melcanyon Rd. to Brookridge Rd.
25. Brookridge Rd. from Melcanyon Rd. to Tannen Crest Rd.
26. Bettyhill Ave. from Deerlane Dr. to End of Street
27. Deerlane Dr. from Greenbank Ave. to Melcanyon Rd.

FISCAL IMPACT

The Fiscal Year 2022-23 Street Rehabilitation Project was included in the 2022-23 Capital Improvement Program Budget and was funded by SB1 and Measure R allocations. City Council approved the contract for \$794,222.00. The final project cost was \$792,983.90.

RECOMMENDATION

It is recommended that the City Council accept the project as complete in the amount of \$792,983.90.

ATTACHMENTS

Attachment A. Before and After Photos
Attachment B. Notice of Completion

ATTACHMENT "A"

BEFORE



AFTER



ATTACHMENT “B”

(Please see next page)

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

**CITY CLERK
CITY OF DUARTE
1600 Huntington Dr.
Duarte, CA 91010**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee Interest.**
5. A work of improvement on the property hereinafter described was COMPLETED on **Tuesday, June 28, 2023**
6. The work of improvement completed is described as follows: **FY 22-23 Street Rehabilitation Project**
7. The name of the original contractor, if any, for such work of improvement is: **All American Asphalt**
8. The street address of said property is: **Hacienda Dr, San Pablo Wy, Tocino Dr from San Pablo Wy to Cul-de-sac, Rancho Rd, Greenbank Ave from Royal Oaks Dr to Treefern Dr, Treefern Dr from Greenbank Ave to End, Freeborn from Greenbank Ave to Mel Canyon Rd, Gardi St from Fieldview St to End.**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The scope of the work includes cold milling of asphalt concrete and resurfacing using rubberized asphalt, adjustment of existing utility covers, installing pavement markings and striping, constructing curb & gutter, ADA ramps and all appurtenant work.**

CITY OF DUARTE

July 25, 2023

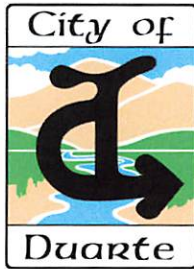
Signature of Owner or agent: **Brian Villalobos, City Manager**

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that I am the **City Manager of the City of Duarte** of the aforesaid interest or estate in the property described in the above Notice, that I have read the said Notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

July 25, 2023 at Duarte, California

Brian Villalobos, City Manager



Agenda Item: 7H

CM Review: JS

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Annette Juarez, City Clerk

SUBJECT: Resolution establishing the date and time of regular City Council meetings.

RECOMMENDATION: It is recommended that City Council adopt Resolution No. 23-20 establishing the date and time of regular City Council meetings.

FISCAL IMPACT: None.

BACKGROUND

Section 2.04.020 of the Duarte Municipal Code allows the City Council to establish the time and date of its regular meetings. In the past, the City Council adopted a resolution making the second and fourth Tuesdays of each month regular City Council meeting days. If there were meetings days that did not have scheduled items on the agenda or the meeting date conflicted with an observed City holiday, the City would cancel such Council meeting by the 72-hour posting period as required by the Ralph M. Brown Act.

DISCUSSION

This Resolution No. 23-20 was brought forward by City staff in an effort to improve transparency and better plan for potential holidays. If adopted by the City Council, it would clearly show the regular City Council meetings for the rest of the calendar year. Adopting such a resolution is fully within the City Council's discretion and would assist City staff in planning for upcoming meetings, schedule contracts and other matters appropriately, and provide greater transparency to the public. Staff would seek to bring such a calendar back to the City Council in December of each year for approval for the calendar year. The adoption of such a calendar is common practice among various cities.

Adoption of this calendar does not prohibit the City Council from holding adjourned meetings, special meetings, or emergency meetings as permitted under state law.

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 23-20 establishing the date and time of regular City Council meetings.

FISCAL IMPACT

None.

ATTACHMENTS

A. Resolution No. 23-20 Establishing the Date and Time of Regular City Council Meetings

RESOLUTION NO. 23-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

WHEREAS, on October 11, 2005, the City Council adopted Ordinance No. 779 amending section 2.04.020 of the Duarte Municipal Code to provide that the date and time of regular City Council meetings shall be established by resolution of the City Council; and

WHEREAS, the City Council desires to establish the dates of its regular meetings for calendar year 2023; and

WHEREAS, the City Council desires to set the time of each regular meeting to commence at 6:00 p.m. if the City Council is holding (a) one or more closed sessions as authorized by the Ralph M. Brown Act (Gov. Code § 54950 et seq.), and/or (b) one or more workshop sessions, and to commence all other agenda items at the later of (i) the conclusion of such closed sessions and/or workshop sessions, or (ii) 7:00 p.m.; and

WHEREAS, the City Council seeks to comply with the requirements of Government Code section 36805; and

WHEREAS, the City Council aspires to promote efficiency and eliminate governmental waste; and

WHEREAS, the City Council seeks to provide further transparency, notice, and access to Council meetings by the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The regular meetings of the City Council shall be held in accordance with the following calendar, unless otherwise provided by law:

July						
SUN	M	T	W	TH	F	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
SUN	M	T	W	TH	F	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
SUN	M	T	W	TH	F	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
SUN	M	T	W	TH	F	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
SUN	M	T	W	TH	F	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
SUN	M	T	W	TH	F	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SECTION 3. The City Council may cancel a regularly scheduled meeting. Nothing herein shall (a) preclude the City Clerk from canceling a regular meeting, adjourned regular meeting, or special meeting should there not be a quorum present at such meeting, or (b) preclude the City Council from holding an adjourned regular meeting, special meeting, or emergency meeting pursuant to state law.

SECTION 4. The time of regular meetings of the City Council shall be as follows:

- a. If there is scheduled on the agenda (a) one or more closed sessions of the City Council pursuant to the Ralph M. Brown Act (Gov. Code § 54950 et seq.), and/or (b) one or more workshop sessions, the regular meeting shall be scheduled to start at 6:00 p.m. with the closed sessions and/or workshop sessions held at that time and all other business to be heard commencing the later of (i) the conclusion of such closed sessions and/or workshop sessions, or (ii) 7:00 p.m.

- b. If there are no closed sessions or workshop sessions scheduled on the agenda, the regular meeting shall be scheduled to start at 7:00 p.m.

SECTION 5. All actions required by applicable law to be taken by the City Council precedent to the adoptions of this Resolution have been taken in accordance with applicable law.

SECTION 6. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 25th day of July 2023.

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

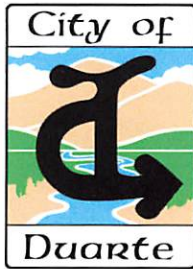
Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-20 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 25th day of July 2023, by the following vote:

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

Annette Juarez
City Clerk



AGENDA REPORT

MEETING DATE: July 25, 2023
TO: Mayor and Members of the City Council
FROM: Annette Juarez, City Clerk
SUBJECT: Resolution adopting a holiday schedule for City employees
RECOMMENDATION: It is recommended that City Council adopt Resolution No. 23-21 adopting a holiday schedule for City employees for July 2023 – June 2024.
FISCAL IMPACT: None.

BACKGROUND

Chapter 2.08 of the Duarte Municipal Code (“DMC”) outlines which holidays are observed in the City and provides that holidays designated by the City Council by resolution will be observed. On a related but separate matter, City staff are proposing an amendment to the DMC to update outdated holiday provisions and to ensure efficient conduct of the public’s business. To coincide with the DMC amendment, City Staff is bringing forth a resolution adopting a holiday schedule for City employees to ensure consistency and clarity.

DISCUSSION

The City and the employee union have agreed to specific paid holidays in the current Memorandum of Understanding. The adoption of Resolution No. 23-21 would memorialize said agreed-upon holidays. It is anticipated that as new Memoranda of Understanding are approved by the employee union and the City, Staff will bring back a new resolution adopting an updated employee holiday schedule for City Council approval.

RECOMMENDATION

It is recommended that City Council adopt Resolution No. 23-21 adopting a holiday schedule for City employees for July 2023 – June 2024.

FISCAL IMPACT

None.

ATTACHMENTS

- A. Resolution No. 23-21 Adopting a Holiday Schedule for City Employees for July 2023 – June 2024

RESOLUTION NO. 23-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR JULY 2023 – JUNE 2024

WHEREAS, the City Council of the City of Duarte seeks to clarify the holidays observed by the City pursuant to Chapter 2.08 of the Duarte Municipal Code regarding holidays; and

WHEREAS, the holidays listed in this Resolution are consistent with the agreed-upon paid holidays in the City's Memorandum of Understanding with its employee union.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The Holiday Schedule for full-time (F/T) and three-quarter time (3/4) City employees for July 2023 – June 2024 is hereby established.

Holiday	Date	Day
Independence Day	July 4, 2023	Tuesday
Labor Day	September 4, 2023	Monday
Thanksgiving Day	November 23, 2023	Thursday
Day After Thanksgiving Day	November 24, 2023	Friday
Christmas Eve	December 24, 2023	Sunday
Christmas Day	December 25, 2023	Monday
New Year's Eve	December 31, 2023	Sunday
New Year's Day	January 1, 2024	Monday
Martin Luther King Jr. Day	January 15, 2024	Monday
Presidents' Day	February 19, 2024	Monday
Memorial Day	May 27, 2024	Monday

SECTION 3. The above Holiday Schedule shall become effective immediately after adoption.

PASSED, APPROVED and ADOPTED this 25th day of July 2023.

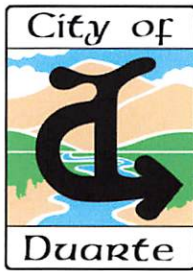
Jody Schulz, Mayor

Thai Viet Phan
City Attorney

Annette Juarez
City Clerk

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-21 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 25th day of July 2023, by the following vote:

Annette Juarez
City Clerk



AGENDA REPORT

MEETING DATE: July 25, 2023
TO: Mayor and Members of the City Council
FROM: Thai Viet Phan, City Attorney
SUBJECT: Ordinance to Amend Duarte Municipal Code Regarding Holidays
RECOMMENDATION: It is recommended that the City Council (1) Conduct a public hearing to receive public testimony; and (2) adopt Ordinance No. 919 amending Duarte Municipal Code chapter 2.08 regarding City holidays
FISCAL IMPACT: None.

BACKGROUND

The Duarte Municipal Code (“DMC”) outlines what holidays are observed in the City. Section 2.08.010 states that certain days are deemed to be holidays, including, holidays designated by the City Council by resolution, holidays appointed by the President or Governor as set forth in Government Code section 6700, and every Saturday and Sunday. The Code further states that City Council and commission meetings that fall on a holiday shall be held on the next business day.

Recently, the President designated Juneteenth, June 19th, of each year as a federal holiday. This year, Juneteenth fell on a Monday on which a Planning Commission meeting was to be held. Due to the fact that Juneteenth is not an observed holiday in the City of Duarte, is not part of the City’s memorandum of understanding with its bargaining units, and because it was the first time such holiday fell on a Monday, the City had noticed a public hearing for that Monday and subsequently was required to reschedule the meeting to meet public noticing requirements.

When this issue was raised, City staff also discovered that the Government Code section referenced in section 2.08.010 of the DMC was outdated, as subsection (o) of section 6700 no longer existed. Because the holiday provisions of the DMC were last amended in 1957, and because of the various updates required to ensure efficient conduct of the public’s business, City staff has brought forth this ordinance for the City Council’s consideration.

The ordinance would clarify that the only holidays observed by the City of Duarte are those designated by the City Council by resolution and that should a meeting fall on a holiday, the City may reschedule said meeting for another day, but does not require that such meeting fall on the next business day.

RECOMMENDATION

It is recommended that the City Council (1) hold a public hearing to receive public testimony; and (2) adopt Ordinance No. 919 amending Duarte Municipal Code chapter 2.08 regarding City holidays.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance No. 919: An Ordinance of the City Council of the City of Duarte, California, Amending Duarte Municipal Code Chapter 2.08 Regarding Holidays
 - a. Exhibit A: Chapter 2.08

ORDINANCE NO. 919

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, AMENDING DUARTE MUNICIPAL CODE CHAPTER
2.08 REGARDING HOLIDAYS**

WHEREAS, the City Council of the City of Duarte adopted Ordinance No. 919 establishing a code provision in the Duarte Municipal Code relating to holidays; and

WHEREAS, state and federal laws have been amended to reflect social and cultural changes; and

WHEREAS, the City Council seeks to change the definition of designated holidays which require regular City meetings to be moved to the next business day and to provide the City with further flexibility in planning meetings.

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

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

SECTION 2. Chapter 2.08 of the Duarte Municipal Code is deleted and replaced in its entirety as demonstrated in Exhibit A, attached hereto and incorporated herein.

SECTION 3. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code section 36933(c).

THE FOREGOING ORDINANCE IS PASSED, APPROVED, AND ADOPTED by a vote of no less than a majority of City Council at a regular meeting of the City Council of the City of Duarte held on the 22nd day of August 2023.

Jody Schulz, Mayor

Approved as to form:

Thai Viet Phan, City Attorney

Attest:

Annette Juarez, City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 919 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 22nd day of August 2023, by the following vote:

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

Annette Juarez
City Clerk

EXHIBIT A

Chapter 2.08 - HOLIDAYS

Sections:

2.08.010 - Holidays designated.

As respects the transaction of business in the public offices of the City, holidays shall be designated by resolution of the City Council.

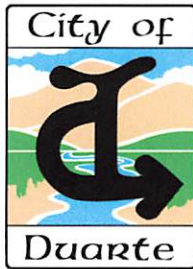
2.08.020 - Public services not restricted.

Nothing in this chapter shall be construed to affect the right and obligation of the City to continue essential public services, including but not limited to police and fire protection.

2.08.030 - Substitute meetings.

If at any time any regular meeting of the City Council or the regular meeting of any other body of the City falls on a holiday, such regular meeting shall be:

- (a) Held on a date set by the City Council or the body affected by the holiday; or
- (b) The next business day if such date is not set according to subsection (a).



Agenda Item: 10A

CM Review: SCV

Fiscal Review: VP

AGENDA REPORT

MEETING DATE: July 25, 2023
TO: Mayor and Members of the City Council
FROM: Thai Viet Phan, City Attorney
SUBJECT: City Council Decorum Policy
RECOMMENDATION: It is recommended that City Council (1) discuss a decorum policy, and (2) adopt Resolution No. 23-22 approving a decorum policy for City Council meetings.
FISCAL IMPACT: None.

BACKGROUND

The City of Duarte prides itself on its welcoming, collaborative, and collegial atmosphere. The City Council is the policymaking body for the City, and City staff, residents, visitors, and contractors look to the City Council as the role model for professionalism as they conduct the City's business.

City Council meetings are where the City Council engages with City staff and the public to conduct such business. However, some City business may invite strong opinions, emotions, or opposition, raising the concern that individuals or groups may exhibit behavior not conducive to a professional or collegial environment. Such behavior does not lead to a smooth and efficient City Council meeting, creating a waste of public time and dollars.

Although the presiding officer of a meeting, typically the Mayor, and the City Council have and continue to have the ability to remove disruptive members of the public if their behavior prevents the running of the City Council meeting, City staff has reviewed the City's policies and procedures and determined that no official decorum policy has been adopted by the City Council regarding the City Council, City staff, or the public's behavior at City Council meetings.

Staff has prepared a draft decorum policy for City Council meetings, which not only discusses the City Council's authority under state law, but outlines the standards expected of the City Council, City staff, and the public at a City Council meeting.

RECOMMENDATION

It is recommended that City Council (1) discuss a decorum policy, and (2) adopt Resolution No. 23-22 approving a decorum policy for City Council meetings.

FISCAL IMPACT

None.

ATTACHMENTS

- A. Resolution No. 23-22 Adopting City Council Decorum Policy
- B. Decorum Policy

RESOLUTION NO. 23-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, ADOPTING A DECORUM POLICY FOR CITY COUNCIL
MEETINGS**

WHEREAS, the City Council of the City of Duarte must carry out the City's business, which may sometimes involve topics that may bring out strong opinions, emotions, and opposition; and

WHEREAS, Government Code section 54957.9 allows the presiding officer of a City Council meeting, typically the Mayor, to clear the room of a meeting due to willful interruption of such meetings causing the conduct of such meeting to be infeasible; and

WHEREAS, Penal Code section 403 makes any person willfully and intentionally impairing the conduct of a City Council meeting guilty of a misdemeanor; and

WHEREAS, City of Duarte does not have a formally adopted City Council meeting decorum policy; and

WHEREAS, the residents, visitors, contractors, Councilmembers, and City staff who attend the City Council meeting deserve a collegial and collaborative working atmosphere to carry out the City's business.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. That the City Council Decorum Policy attached hereto as Exhibit A is incorporated in full herein.

SECTION 3. That the City Manager shall implement this resolution at the next regularly scheduled City Council meeting.

PASSED, APPROVED and ADOPTED this 25th day of July 2023.

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-22 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 25th day of July 2023, by the following vote:

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

Annette Juarez
City Clerk

CITY OF DUARTE COUNCIL MEETING RULES OF DECORUM

Purpose.

The purpose of this Policy is to establish rules of decorum and procedures for City officials, Staff, and members of the public at all meetings of the City Council to ensure that the business of the City is attended to thoroughly and efficiently with opportunities for orderly public participation.

Rules of Decorum and Procedure.

1. Rules for City Councilmembers.

A. **Decorum:** Members of the City Council shall conduct themselves in an orderly, professional, and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the City Council is maintained at all times. Members of the City Council shall maintain a polite, respectful, and courteous manner when addressing one another, the City Staff, and members of the public during City Council meetings. As a courtesy, Councilmembers will report upcoming absences or out of town trips to the City Clerk as soon as possible to assure that any necessary adjustments to the agenda may be made.

B. **Role of the Presiding Officer:** The Presiding Officer of the City Council, who shall be the Mayor, or in the Mayor's absence the Mayor Pro Tem, or in both of their absence any other member designated by the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty of the Presiding Officer to ensure that the rules of decorum and procedures contained herein are observed. The Presiding Officer shall maintain control of communication between Councilmembers, City Council and members of the public. The Presiding Officer may make and second motions when no other Councilmember does so.

The Presiding Officer shall serve as the parliamentarian and decide all questions of order under these rules. Any such decision shall be final unless overridden by a majority vote of the Councilmembers present and shall be binding and legally effective (even where clearly erroneous) for purposes of the matter under consideration.

C. Communications Between City Councilmembers at Meetings:

- (1) Councilmembers wishing to speak should request the floor by being recognized by the Presiding Officer before speaking. The Presiding Officer must recognize any Councilmember who seeks the floor when appropriately entitled to address the City Council.
- (2) No Councilmember shall speak again until all Councilmembers have had the opportunity to speak.
- (3) Councilmembers shall remember that the purpose of the City Council

meeting is to conduct the business of the City. Councilmembers shall avoid repetition and shall limit their comments to the subject matter at hand. Councilmembers should endeavor to express their views without engaging in unnecessarily lengthy debates.

- (4) When one Councilmember is speaking, other Councilmembers shall not interrupt, disrupt, or disturb the speaker. During questions and deliberations, the Presiding Officer may vary the speaking sequence of Councilmembers from item to item.
- (5) Communications between Councilmembers outside meetings is governed by the Brown Act.

D. Communication with Members of the Public Addressing the Council:

- (1) On specific agenda items, Councilmembers may question any person addressing the City Council at the conclusion of that person's testimony or all public testimony on that agenda item. A Councilmember wishing to ask questions of a member of the public should first be recognized by the Presiding officer.
- (2) Councilmembers shall not engage the person addressing the City Council in a dialogue, but shall confine communication to a brief question and answer format conducted through the Presiding Officer.
- (3) All Councilmember requests to speak shall be made to the Presiding Officer.
- (4) If a member of the public addresses the City Council on a matter that is not on the agenda (e.g., during public comment), the Brown Act does not allow Councilmembers to engage in discussions nor deliberation of the matter. A Councilmember may do the following: refer the matter to staff (or another source); ask for additional information or request a report back; or give a very limited factual response. If a Councilmember so wishes, the Councilmember may, during the Councilmember Comments portion of the meeting, request that the matter be placed on the next agenda or respond briefly to the item.
- (5) The City Council may not prohibit public criticism of the policies, procedures, programs, or services of an agency or its acts or omissions. A speaker may not be stopped from speaking because either the Presiding Officer or members of the City Council disagree with the viewpoint being expressed.

E. Communication with Members of the Public Outside of the City Council Meeting:

- (1) It shall be the policy of the City Council that inappropriate comments and behavior such as, but not limited to, verbal attacks, rudeness, threatening language, obscenities, vulgarities, and profanities directed at the

Councilmembers or City staff will not be tolerated and such Councilmember is not required to respond to such commentary or behavior as a part of their official duties and responsibilities. Such Councilmember or City staff may advise the member of the public that their comment(s) and/or behavior fall outside of the City's policies for response by a Councilmember.

- (2) When Councilmembers are requested to speak to groups or are asked the City Council's position on an issue, the response should reflect the position of the City Council as a whole. However, a Councilmember may clarify their vote on a matter by stating, for example, "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

2. Rules for City Staff.

- A. Decorum: City staff shall not engage in dialogue with members of the public during City Council meetings and shall limit conversations between themselves as much as possible. City staff shall direct all comments and presentations to the City Council and/or Presiding Officer. When addressed by a City Councilmember, City staff shall respond in a polite, professional, and courteous manner. All requests to speak by members of the City staff shall be made to the Presiding Officer.
- B. Role of the City Manager: The City Manager's duties during City Council meetings include keeping a record of concerns raised by the City Council regarding direction for future City staff action and facilitating the orderly presentation of City staff reports.
- C. Role of the City Clerk: The City Clerk or their deputy shall keep minutes of the open meeting, shall call and record roll call votes, and shall read ordinance titles and agenda items as requested by the Mayor.

3. Rules for Members of the Public.

- A. Within the City Council Chambers:
 - (1) Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of obscene, lewd, loud, threatening, repeatedly irrelevant or repetitious, or abusive language, clapping, whistling, yelling, stamping of feet, or other acts which disturb, disrupt, impede, or otherwise render the orderly conduct of the City Council meeting infeasible. A member of the audience engaging in any such conduct may, after warning by the Presiding Officer, at the discretion of the Presiding Officer or a majority of the City Council, be subject to ejection from that meeting.

- (2) No person shall stand or sit in the aisles. No person shall block any doorways or other exits.
 - (3) Placards, signs, and posters may be brought into the City Council Chambers unless such objects disturb, disrupt, impede, or otherwise render the orderly conduct of the City Council meeting infeasible, or block the view of any other person in attendance, in which case such placard, sign, or poster shall, at the discretion of the Presiding Officer or a majority of the City Council, be moved to a different location or removed from the City Council chambers.
 - (4) Packages, bundles, suitcases or other large or potentially dangerous objects shall not, without the prior authorization of the Presiding Officer, be brought into the City Council chambers and are subject to a search to determine that it does not pose a threat or as otherwise requested by the Sergeant at Arms.
 - (5) Except as otherwise allowed by the City Council, no animals except for service animals shall be brought into the City Council chambers.
 - (6) Photographs, audiotapes, and videotapes may be taken from the rear of the City Council chambers or from any seat within the City Council chambers, so long as such activity does not disrupt and disturb the audience, public speakers and Councilmembers and interfere with the orderly conduct of the meeting. When a filming area has been designated by the City Council, filming shall occur in that area only.
 - (7) Within the City Council chambers, all cell phone and pager ringers shall be turned off, no talking on cell phones is allowed, and all electronic equipment shall be operated in a manner which does not emit sound or disturb other members of public or disrupt the orderly conduct of the meeting.
 - (8) The Sergeant at Arms is authorized to enforce these rules.
- B. Noise in the Lobby: Noise emanating from the lobby outside the City Council chambers which is audible within the City Council chambers shall not be permitted. The Sergeant at Arms is authorized to enforce this rule by requesting those in the lobby to remain silent or to leave the area.
- C. Persons Addressing the City Council:
- (1) Members of the public may address the City Council during the Public Comment Period(s) or prior to the consideration of any agenda item. Any person wishing to speak, whether during the Public Comment Period or on an agenda item, is requested to complete a "Speaker Request Form" and submit the form to the City Clerk prior to the calling to order of the meeting or as soon as possible thereafter. A person who speaks on an item during Public Comment may not make the same comment again at the time the agenda item is heard. All those speaking shall do so from the podium.

- (2) No person shall address the City Council without first being recognized by the Presiding Officer. The person shall respond when their name is called from the speaker slip, shall go to the podium, or shall raise their hand to indicate that they wish to go to the podium to speak. Impromptu personal points of order, comments, objections, or questions shall not be recognized, and if they persist, after the Presiding Officer has warned of the offense, a member of the public engaging in such conduct shall, at the discretion of the Presiding Officer or a majority of the City Council, be subject to ejection from the meeting.
- (3) The purpose of addressing the City Council is to formally communicate to the City Council on issues within the subject matter jurisdiction of the City. Persons addressing the City Council on an agenda item shall confine the subject matter of their remarks to the particular matter before the City Council.
- (4) Each person addressing the City Council shall do so in an orderly manner and shall not engage in any conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the City Council meeting. Any person who so disrupts the City Council meeting may, after warning by the Presiding officer, and at the discretion of the Presiding Officer or a majority of the City Council, be subject to ejection from that meeting.
- (5) Persons addressing the City Council shall address the City Council as a whole and shall not engage in a dialogue with individual Councilmembers, City staff, or with other members of the audience.
- (6) Members of the public have the right to address the City Council at any regular meeting on any subject that is within the City Council's subject matter jurisdiction and, at a special meeting or workshop, any subject agenda item for that special meeting or workshop. The Presiding Officer may prohibit a member of the public from speaking on a matter not within the City Council's subject matter jurisdiction, such as campaigning and electioneering.
- (7) Members of the public addressing the City Council shall have three (3) minutes to speak. The City Council may, by majority vote, alter these time limits. Members of the public should refrain from unduly repetitious comments. This rule shall not apply to the proponents at public hearings.
- (8) Members of the public addressing the City Council have the right to request a spokesperson be chosen for a group and/or limit the number of such persons addressing the City Council whenever a group of persons wishes to address the City Council on the same subject matter. No member of the public made cede their time to speak to another. However, when a speaker represents a large group, they should so indicate and request additional time to speak from the Presiding Officer.

- (9) Any public requests for City staff comments shall be made to the Presiding Officer, who may then direct such inquiries to the City Manager, City Attorney, or other City staff as appropriate.
- (10) No person except City officials shall be permitted within the area between the City Council dais and speaker podium without the prior consent of the Presiding Officer or City Manager.
- (11) When a question is addressed to a specific Councilmember by a member of the public, that question must go through the Presiding Officer. The Presiding Officer may respond or may pause to allow another City Councilmember to ask to be recognized. If no other Councilmember does so, the Presiding Officer shall move on to the next item.

4. Enforcement of Rules.

- A. Sergeant at Arms: The City Manager or the Director of Public Safety shall designate a Sergeant at Arms of the City Council. The Sergeant at Arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum in the City Council chambers. The Sergeant at Arms shall enforce the rules of decorum or eject any person(s) from the City Council chambers or place the person(s) under arrest or both, upon the direction of the Presiding Officer, or upon their own discretion, as applicable.
- B. Violations: Upon a violation of the rules of decorum established herein, the procedure to enforce the rules is as follows:
 - (1) Warning: The Presiding Officer shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Presiding Officer, the person persists in violating these rules, the Presiding Officer shall order a recess. The Sergeant at Arms is authorized to warn the person that their conduct is violating the rules and that they are requested to cease such conduct. If upon resumption of the meeting the violation persists, the Presiding Officer shall order another recess, whereupon the Sergeant at Arms shall have the authority to order the person ejected from the meeting and/or cited in violation of Penal Code Section 403.
 - (2) Motion to Enforce: Any Councilmember may call a point of order should the City Council fail to abide by the provisions of this Policy, whereupon the City Council shall immediately act upon the point of order by a roll call vote. If the Presiding Officer of the City Council fails to enforce the rules of decorum set forth herein, any member of the City Council may move to require the Presiding Officer to do so, and an affirmative vote of a majority of the Councilmembers present shall require the Presiding Officer to do so. If the Presiding Officer fails to carry out the will of the majority of the Councilmembers present, the majority may designate another member of the City Council to act as Presiding Officer for the remainder of the meeting,

for the limited purpose of enforcing the rules of decorum established herein.

- (3) Clearing the Room: Pursuant to Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, by a majority vote of the Councilmembers present, the meeting room may be ordered cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to Section 54957.9.
- (4) Violation of the California Penal Code: A person or persons who willfully and intentionally impair or impede the conduct of a City Council meeting by violating these rules of decorum may be prosecuted under Penal Code Section 403 for disturbing a public meeting. Every person who violates Penal Code Section 403 is guilty of a misdemeanor.

5. Interpretation and Applicability.

The rules of decorum and procedures set forth herein shall be liberally construed to effectuate their purpose and no ordinance, resolution, proceeding, or other action of the City Council shall be invalidated, nor the legality thereof otherwise affected, by the failure or omission of the City Council to technically comply with, observe, or otherwise follow such rules. The rules of decorum and procedures set forth herein shall apply to the Planning Commission and other City boards and commissions subject to the Brown Act and shall apply to the City Council chambers or any other location where a meeting subject to these rules takes place. In the event of any inconsistency between these rules and state law or regulation, state law or regulation shall apply.



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

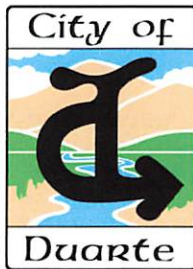
What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Contract with RKA Consulting Group to Complete Aerial Survey and Utility Research and provide final Basemap of Huntington Drive for the Purpose of Various Future Projects Along Huntington Drive Corridor

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to sign a Professional Services Agreement with RKA Consultants for the Huntington Drive Aerial Survey and Utility Research in the amount of \$50,000.00

FISCAL IMPACT: This project was included in the adopted FY 2023-24 budget and will be funded with gas tax.

BACKGROUND

In preparation for future necessary maintenance and improvement projects along Huntington Drive, staff has acknowledged the need for a basemap of the entire corridor. The basemap would be achieved by obtaining survey of the existing layout of the street and right of way elements as well as updated utility infrastructure. Having current data in an updated file format will be used for design purposes for various future projects resulting in cost savings and greater efficiency in completing such projects.

Examples of projects for which the basemaps will be used include but are not limited to street pavement rehabilitation projects, median improvements or maintenance projects, sidewalk reconstruction projects, street lighting projects, traffic signal maintenance or improvements projects, undergrounding utility projects and intersection improvement projects.

DISCUSSION/ANALYSIS

The scope of the services for this project includes coordination with utility agencies to obtain current information of existing facilities like overhead and underground infrastructure as well as an inventory of the updated utility contacts for construction purposes. Also, final deliverables will include plans in AutoCAD format with aerial survey data which will encapsulate features in the

public right of way from west city limit to east city limit. Such features include roadway centerlines, roadway dimensions, sidewalk limits and locations of existing street medians.

At the request of staff, RKA Consulting Group prepared a proposal to provide the abovementioned services. RKA is currently the firm that provides Professional Engineering Services to the City and they have extensive knowledge of the City's needs for a project like this. RKA has a strong background in providing similar preliminary design services and they will partner with a survey firm to complete this project.

While this project is a form of extension of RKA's services, it does fall outside of their regular annual contract tasks and consequently, staff recommends having a separate agreement with RKA to complete this special project.

The proposed cost for all tasks and deliverables is \$42,500 and a 15% contingency is proposed for possible unforeseen issues bringing the total to \$50,000. The project is budgeted in the 2023-2024 budget.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to sign a Professional Services Agreement with RKA Consultants for the Huntington Drive Aerial Survey and Utility Research in the amount of \$50,000.00.

FISCAL IMPACT

This project was included in the adopted FY 2023-24 budget and will be funded with gas tax.

ATTACHMENTS

Professional Services Agreement with RKA Consulting Group and Proposal

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of July 25, 2023 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and RKA Consulting Group, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide professional engineering services for the aerial survey, utility research and basemap preparation for Huntington Drive from west city limit to east city limit as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2024, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: RKA Consulting Group
Attn: Cody Howing
398 Lemon Creek Drive Suite E
Walnut, CA 91789

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

RKA Consulting Group

Brian Villalobos, City Manager

By: _____

Its: _____

Date: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services



June 26, 2023

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

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES;
HUNTINGTON DRIVE SURVEY AND UTILITY RESEARCH**

Dear Ms. Sandoval:

RKA Consulting Group is pleased to submit to you this proposal to provide engineering, services for the above noted project. It is understood that the City of Duarte wishes to develop an inventory of existing utilities along Huntington Drive for the purpose of supporting various potential improvements along the corridor.

RKA proposes to provide the following services:

Task 1—Utility As-built Research & Coordination

Coordinate with utility agencies to obtain as-builts, identify any future utility work that needs to be completed prior to future design of construction project, and inform the utility agencies of planned moratoriums. RKA will track utility responses and manage all documents that are provided from this phase. A full inventory of these documents will be furnished to the City along with a master map of all the utilities that are present in the area.

Task 2—Aerial Topographic Survey

RKA will partner with Kelsoe and Associates to develop a topographical survey utilizing aerial data gathered along Huntington Drive. The limits of the survey will be from the west City limit to the east City limit and will encapsulate features in the public right of way. Inclusive of this process will be the establishment of the roadway centerlines and right of way limits. In areas with heavy tree canopy cover, those features will be noted but ground level information may be omitted due to the obscured view from the sky.

Task 3— Composite Utility Map

Based on information obtained from tasks one and two, RKA will prepare a composite utility map in AUTOCAD for the purpose of the City's future uses. Based on the approximate length of Hunting Drive within the limits of the City jurisdiction of roughly 2.5 miles, it's anticipated that the composite utility map will be 5 sheets of 24"X36" format plan at 1"=40' scale. In addition to the map layout the master CAD file will also be furnished to the City.

RKA proposes to provide the above described services on a time and materials, not to exceed fee of \$50,000.00

1.	Utility As-Built Research & Coordination	\$	3,000.00
2.	Aerial Topographical Survey		27,000.00
3.	Composite Utility Map	\$	12,500.00
	TOTAL	\$	42,500.00

If you should have any questions regarding this proposal, please feel free to contact me at (909) 594-9702 or by email at mlee@rkagroup.com.

Sincerely,



Michael Lee
Engineering Manager

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

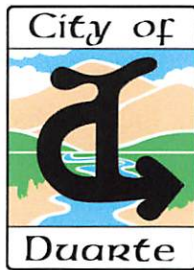
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

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

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

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



AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract with Armstrong & Walker to develop construction drawings for Huntington Drive medians

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades to the Huntington Drive medians; and 2) approve a budget amendment for \$75,000

FISCAL IMPACT: This project will require a budget amendment of \$75,000 to 1405-7965, to be funded by the General Fund – Designation for Special Projects

BACKGROUND

At its September 27, 2022 meeting, the City Council held a study session to discuss the process of upgrading the medians in the Town Center area of Huntington Drive. This meeting was the culmination of a concept plan process. Architerra was the landscape architect that the City had hired to prepare that concept plan. Several suggestions were made and the meeting resulted in a request for Architerra to prepare a proposal for construction drawings for median improvements for all of Huntington Drive.

Architerra prepared the proposal for work and the item was placed the January 24, 2023 Council Agenda. Prior to the meeting, the decision was made to get additional proposals for work to develop a set of construction drawings for Huntington Drive.

The preparation of construction drawings will provide the City with a bid set of plans so that median improvements can move forward. The proposal was developed with a two-phase process with the Town Center area medians (from Santo Domingo Avenue west to about 200 feet east of Bradbury Avenue) as Phase 1 and the balance of the Huntington Drive medians as Phase 2.

DISCUSSION/ANALYSIS

Staff conducted an analysis of a variety of landscape architecture firms that have extensive experience with median design and, in addition to the Architerra proposal, invited a proposal from Armstrong & Walker. Armstrong & Walker is a Duarte business that has a strong background in median design. This experience includes:

Median Island Master Plan – City of Arcadia. In addition to the master plan, the firm has designed several local median upgrades.

Washington Blvd. Median Improvements – City of Montebello. This project was a median upgrade along a primary commercial corridor from Bluff Street to the west City Limit.

Atherton Street, Willow Street and Long Beach Blvd. Median Upgrades – City of Long Beach. This project included median and pedestrian upgrades

Armstrong & Walker is made up of the team of Anna Armstrong and Richard Walker and have over 30 years of landscape architecture experience. Staff has met with the Armstrong & Walker team and feel that they are uniquely qualified to complete the project. The Architerra and Armstrong & Walker proposals were evaluated by Staff and while both are qualified, Staff feels that Armstrong & Walker is the appropriate choice for this project. While cost is not the deciding factor in selecting a professional services consultant, the Armstrong & Walker proposal was a lower cost than the original proposal received for this project.

The proposed design fee provides for final design development for median upgrade plans, analysis of the current Huntington Drive Street Tree policy, construction documents, assistance in the bid process and construction administration. For both Phase 1 and Phase 2 plus reimbursables, the proposed cost is \$69,000. An approximately 10% contingency is proposed for possible unforeseen issues bringing to total to \$75,000. The plans will be developed so that the City will have the choice of completing the improvements in two or more phases or as one comprehensive project.

This contract is contingent on the City providing an aerial survey and CAD drawings for the medians. This contract for this task is on the current agenda and if approved, will be underway soon. When the CAD drawing are complete, the estimated timetable for design development is approximately four months. The subsequent bid process will take two to three months.

The contract includes presenting a preliminary median plan to the entire Council at a meeting and then, after taking input, developing a bid set of plans. Armstrong & Walker will also assist the City Staff in monitoring the project during construction to ensure quality.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Armstrong & Walker to develop construction drawings for landscape upgrades to the Huntington Drive medians; and 2) approve a budget amendment for \$75,000.

FISCAL IMPACT

This project will require a budget amendment of \$75,000 to account number 1405-7965, to be funded by the General Fund – Designation for Special Projects.

ATTACHMENTS

Proposed Professional Services Agreement with attached proposal.

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of August 1, 2023 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Armstrong & Walker, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide landscape design services for the Huntington Drive median renovation/redesign including developing a concept for medians, completion of construction drawings and construction observation as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until July 15, 2024, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore,

without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **\$75,000**, based on the Scope of Services set forth in Exhibit A. The proposal (Exhibit A) provides for landscape architecture services and a consulting arborist for a cost of \$69,000. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not

be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

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

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

or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its

officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Armstrong & Walker, Landscape Architecture
Attn: Anna Armstrong
280 Mel Canyon Road
Duarte, CA 91010

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Armstrong & Walker

Brian Villalobos, City Manager

By: _____

Its: _____

Date: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

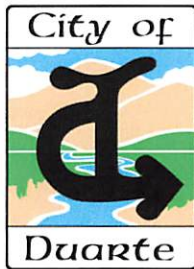
(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

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

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

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

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



AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Adopt a resolution of the City Council of the City of Duarte approving an amendment to the Joint Powers Agreement with the Los Angeles Regional Agency to reflect changes in State legislation specific to new organic waste reduction laws

RECOMMENDATION: Adopt a resolution approving an amendment to the Joint Powers Agreement with the Los Angeles Regional Agency

FISCAL IMPACT: The City pays approximately \$6,500 annually to LARA in membership fees. The amended JPA may result in a minor increase in these annual dues as the reporting of SB1383-related data will require more labor by LARA staff. Additionally, leaving LARA would result in a substantial increase in costs to the City as the City would be solely responsible for the many reporting requirements performed by LARA.

BACKGROUND

In 2004, CalRecycle approved the formation of the Los Angeles Regional Agency (LARA) for the purpose of meeting the waste reduction mandates set by State Assembly Bill 939. LARA is a consortium of 18 cities in Southern California. The JPA with LARA allows the 18 agencies to combine efforts on programs and waste diversion tonnage to achieve cumulative benchmarks. The City of Duarte joined LARA in 2004. Advantages of LARA membership include:

- LARA submits a consolidated report on behalf of its members for all the required Source Reduction & Recycling Element Programs (Electronic Annual Report created through AB 939)
- Cities can focus on program implementation rather than numerical compliance.
- The JPA with LARA allows cities to share costs and conduct new “regional level” base year studies, if required.
- LARA provides member cities a unified voice on issues and concerns faced by each member.
- Membership offers network coordination and peer sharing.
- LARA can average waste diversion and disposal over all cities in the agency, smoothing out fluctuations due to confusion about jurisdictional boundaries or changes in state reporting formulas. The City of Los Angeles, because of its size, can easily absorb these fluctuations; they would affect smaller jurisdictions more drastically.

DISCUSSION/ANALYSIS

As required by CalRecycle to comply with the requirements of Senate Bill 1383, the mandatory organic waste reduction law, the amended JPA would authorize LARA to report on behalf its member agencies information related to compliance with organics recycling compliance. The amendment also reflects recent changes to the waste diversion calculation methodology used by CalRecycle as well as a number of minor clean-ups to the original JPA language, which is now over twenty years old.

RECOMMENDATION

Adopt a resolution approving an amendment to the Joint Powers Agreement with the Los Angeles Regional Agency.

FISCAL IMPACT

The City of Duarte pays approximately \$6,500 annually to LARA in membership fees. The amended JPA may result in a minor increase in these annual dues as the reporting of SB1383-related data will require more labor by LARA staff. Additionally, leaving LARA would result in a substantial increase in costs to the City as the City would be solely responsible for the many reporting requirements performed by LARA.

ATTACHMENTS

Resolution No. 23-23 – A Resolution of the City Council of the City of Duarte Approving an Amendment to the Joint Powers Agreement with the Los Angeles Regional Agency

RESOLUTION NO. 23-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH THE LOS ANGELES REGIONAL AGENCY

WHEREAS, the City of Duarte desires to maximize its diversion of solid waste from landfills; and

WHEREAS, the City has partnered with the Los Angeles Regional Agency (LARA) and its member agencies since 2005 to maximize diversion of solid waste; and

WHEREAS, Senate Bill 1383 (2016) established mandatory reduction of organic waste; and

WHEREAS, Senate Bill 1383 also required that LARA revise and amend its Joint Powers Agreement to reflect the required reporting and compliance monitoring related to organic waste recycling.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The Mayor is hereby authorized to execute, in the name of the City of Duarte, the amended Joint Powers Agreement (Exhibit A).

SECTION 3. The City Clerk is directed to certify the adoption of this Resolution which serves also to execute the amended Joint Powers Agreement.

SECTION 4. This Resolution will become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 25th day of July 2023.

[Signatures on following page.]

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-23 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 25th day of July 2023, by the following vote:

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

Annette Juarez
City Clerk

Exhibit A

Amended and Restated Joint Powers Agreement

between the following jurisdictions:

1. City of Artesia
2. City of Beverly Hills
3. City of Bradbury
4. City of Downey
5. City of Duarte
6. City of Hermosa Beach
7. City of Hidden Hills
8. City of Los Angeles
9. City of Lynwood
10. City of Manhattan Beach
11. City of Palos Verdes Estates
12. City of Pomona
13. City of Rancho Palos Verdes
14. City of Redondo Beach
15. City of Rosemead
16. City of Sierra Madre
17. City of South Gate
18. City of Torrance

**Establishing the Los Angeles Area
Integrated Waste Management Authority**

**Amended and Restated Joint Powers Agreement –
Los Angeles Area Integrated Waste Management Authority**

This Joint Powers Agreement – Los Angeles Area Integrated Waste Management Authority; effective the _____ day of _____, _____, ("Agreement") is made and entered into by and between the cities of:

1. Artesia
2. Beverly Hills
3. Bradbury
4. Downey
5. Duarte
6. Hermosa Beach
7. Hidden Hills
8. Los Angeles
9. Lynwood
10. Manhattan Beach
11. Palos Verdes Estates
12. Pomona
13. Rancho Palos Verdes
14. Redondo Beach
15. Rosemead
16. Sierra Madre
17. South Gate
18. Torrance

each a municipal corporation, hereinafter also referred to individually as "Party" and collectively as "Parties".

Whereas, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

Whereas, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

Whereas, the foregoing Parties to this agreement have the power to provide waste management services including the storage, collection, recycling, and disposal of solid wastes within their respective jurisdictions; and

Whereas, the foregoing Parties desire and agree to form a regional agency to report as a single entity the annual regional compliance with AB 939, AB 341, AB 1826, and SB 1383 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs, including, but not limited to, organics programs and compliance with both existing and similar future regulations and/or legislation; and

Whereas, each of the foregoing Parties has a CalRecycle-approved Source Reduction and Recycling Element, a CalRecycle-approved Solid Waste Generation Study, a

CalRecycle-approved Household Hazardous Waste Element, and a CalRecycle-approved Non-Disposal Facility Element; and

Whereas, on the date above, this agreement was entered into by the Parties to this agreement whereby the Los Angeles Area Integrated Waste Management Authority is established to be a “Regional Agency” entity to provide cooperative solid waste reporting and program activities to the participating parties; and

Whereas, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

Whereas, by this agreement, the Parties hereto wish to enter into this agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis and hereby authorize the Regional Agency to submit annual reports to CalRecycle on behalf of the Parties regarding the Parties’ compliance with Senate Bill 1383 (SB 1383) and corresponding regulations codified in Title 14, Division 7, Chapter 12 of the California Code of Regulations, consistent with the requirements prescribed by CalRecycle; and

Whereas, the members of the Agency desire to revise the language of the agreement to reflect updated terminology and operating practices;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

- 1.1 **Agreement.** This Agreement as it is now exists, or as it may be amended.
- 1.2 **AB 341.** Solid Waste: Diversion (Chesbro, Chapter 476, Statutes of 2011).
- 1.3 **AB 939.** The California Integrated Waste Management Act of 1989.
- 1.4 **AB 1826.** Mandatory Commercial Organics Recycling (Chesbro, Chapter 727, Statutes of 2014).
- 1.5 **Agency/Regional Agency.** Los Angeles Area Integrated Waste Management Authority, also referred to as Los Angeles Regional Agency, or LARA, formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by CalRecycle.
- 1.6 **Agency Staff.** Personnel employed by the City of Los Angeles responsible for administration of the Agency that may serve in the capacity of Manager, Executive Director, Administrator, and/or another capacity.
- 1.7 **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939, AB 341, AB 1826, and SB 1383.
- 1.8 **Board.** Body consisting of a representative designated by the governing body of each member.

- 1.9 **Bylaws.** The rules and regulations document enacted by the Agency to provide a framework for its operation and management.
- 1.10 **CalRecycle.** California Department of Resources Recycling and Recovery.
CalRecycle is the successor agency to the California Integrated Waste Management Board (CIWMB).
- 1.11 **Chair/Vice-Chair.** Board representatives elected by a majority vote of the Board with responsibilities as stated in Section 10.3.
- 1.12 **Fiscal Year.** Any year beginning July 1 and ending June 30.
- 1.13 **HHWE.** Household Hazardous Waste Element
- 1.14 **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- 1.15 **Member/Members.** Jurisdictions who are parties to the Agreement.
- 1.16 **NDFE.** Non-Disposal Facility Element
- 1.17 **SB 1383.** Short-lived Climate Pollutants (SLCP): Organic Waste Reductions (SB 1383 Lara, Chapter 395, Statutes of 2016 , and implementing regulations, 14 CCR 18981.1, et seq.).
- 1.18 **Secretary.** Board representative elected by the Board with duties as stated in Section 10.5.
- 1.19 **SRRE.** Source Reduction and Recycling Element
- 1.20 **Treasurer.** Board representative elected by the Board with duties as stated in Section 10.4.

Section 2. Purpose of Agreement

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a region-wide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element.

The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance as well as AB 341 and AB 1826 reporting and SB 1383 recordkeeping and reporting services to the Members. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to CalRecycle.

The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

Section 3. Term of Agreement

The term of this agreement shall commence on _____, and shall continue until amended or terminated pursuant to the terms contained herein.

Section 4. Powers of the Agency

4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the bylaws of the Agency:

- 4.1.1 to make and enter into contracts;
- 4.1.2 to apply for and accept grants, advances and contributions;
- 4.1.3 to make plans and conduct studies;
- 4.1.4 to incur and discharge debts, liabilities and obligations;
- 4.1.5 to hire agents and employees.

4.2 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

Section 5. Responsibilities of the Regional Agency

5.1 This Agreement hereby creates and establishes an authority to be known as the “Los Angeles Area Integrated Waste Management Authority”. The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said Agency shall be responsible for compliance with the waste diversion

requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780).

5.2 The Agency will be responsible for providing the following services for the benefit of the Members:

5.2.1 The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to CalRecycle;

5.2.2 The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction-owned/operated diversion programs and make them available to all members;

5.2.3 The Agency will conduct a new “regional level” generation-based diversion study when required by CalRecycle or when a study is needed for a new baseline for its Members;

5.2.4 The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;

5.2.5 The Agency will seek grant funding for additional Regional Agency activities.

5.2.6 The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies. As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials, and/or pool buying power of Members to lower the cost of recycled-content products.

Section 6. Duties and responsibilities of Member Jurisdictions

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the Agency. The annual report information shall include, but not be limited to, all information required by AB 939, AB 341, AB 1826, and SB 1383.

Section 7. Approval of Agreement by CalRecycle

Pursuant to California Public Resources Code Section 40975(a), establishment of a Regional Agency requires authorization from CalRecycle, if CalRecycle finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

Section 8. Agency Financial Requirements

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 Agency Staff will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for specific debts, liabilities or obligations of the Agency, provided that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by CalRecycle - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939, AB 341, AB 1826, or SB 1383 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted; the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating Bylaws.

Section 9. Funding

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City

of Los Angeles will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.

- 9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the original formation of the Agency.
- 9.3 Funding will be provided by each additional Member assessed as a fee per ton of the Member's landfill disposal. The fee will be codified in the Agency Bylaws and is subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

Section 10. Structure of the Agency

- 10.1 **Agency Staff.** The City of Los Angeles shall employ staff for the Agency. Agency Staff shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice-Chair on policy matters, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall attend meetings of the Board, and carry out other duties as needed.
- 10.2 **Board.** The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Members. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.
- 10.3 **Chair and Vice-Chair.** The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over

- all meetings of the Board; Appoint all ad hoc committees subject to ratification by the Board; act as ex-officio members of all ad hoc committees.
- 10.4 **Treasurer.** The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Agency administrative staff.
- 10.5 **Secretary.** The officers of the Board shall include a Secretary elected by a majority vote of the Members. His/her duties are to record attendance at all Agency meetings and keep a record of vote tallies when votes are taken by roll call.
- 10.6 **Committees.** Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.
- 10.7 **Meetings.** The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- 10.8 **Brown Act.** All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.
- 10.9 **Minutes.** Agency staff shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 11. Addition of New Member Jurisdictions

- 11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment(s) to this Agreement. Attachment(s) shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.
- 11.2 New members must apply to the Board in writing no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

Section 12. Withdrawal and Termination

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for non-performance of its responsibilities and/or duties required under Sections 6.1, 6.2, and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and CalRecycle will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction after deducting any applicable expenses.

12.3 The withdrawing Jurisdiction shall also continue to be liable for its share of Agency obligations, including, but not limited to, operations costs and the General Budget, until the effective date of its withdrawal.

12.4 This Agreement may be terminated at any time by a written concurrence of a two-thirds (2/3) vote of the Board. Procedures for termination of the Agreement will be codified in the operating Bylaws.

Section 13. Jurisdictional Responsibility Upon Termination

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780, 41821.5, 42652.5, and 42653, and implementing regulations 14 CCR 18981.1 et seq., unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each Jurisdiction is still responsible for the implementation of the programs described in their respective portion of the annual report including, but not limited to, programs responsive to AB 939, AB 341, AB 1826, and SB 1383.

Section 14. Member Jurisdiction SRRE Implementation

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to

implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

Section 15. Contact Persons

The name of the regional agency is the Los Angeles Area Integrated Waste Management Authority. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Mr. Alex E. Helou

City of Los Angeles

LA Sanitation and Environment, SRCRD

Los Angeles Regional Agency

1149 S. Broadway, 5th Floor

Los Angeles, CA 90015

Telephone: (213) 485-2260

Section 16. Amendment

This Agreement may be amended or modified at any time, in a manner consistent with and in furtherance of the purposes of this Agreement, with the written consent of a majority of the Member Jurisdictions within the Regional Agency.

Section 17. Indemnification

Pursuant to Government Code Section 895.4, the Parties agree as follows:

- 17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.
- 17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

Section 18. Miscellaneous Provisions

- 18.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 **Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all

prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.

18.4 **Time of the Essence.** Time is of the essence of each and every term, condition, obligation, and provision thereof.

18.5 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by electronic mail or other electronic means or express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices sent by electronic mail or other electronic means shall be considered given two (2) business days after sending.

18.6 Notices shall be addressed as appears below for the Agency, and as listed in the Attachment(s) for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

If to Agency: Los Angeles Regional Agency
LA Sanitation and Environment, SRCRD
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015

Attention: Alex E. Helou

sanab939@lacity.org

With a copy to: LA Sanitation and Environment

1149 S. Broadway, Ste. 900

Los Angeles, CA 90015

Attention: Director

If to Members: Please see Attachment(s)

18.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18.8 **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.

18.9 **Modifications.** Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.

18.10 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other

than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

CITY OF DUARTE

By: _____
Jody Schulz,
Mayor

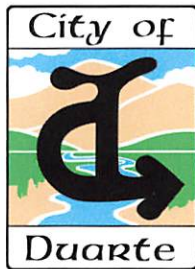
Date: _____

ATTEST:

By: _____
Annette Juarez,
City Clerk

APPROVED AS TO FORM:

By: _____
Thai Viet Phan,
City Attorney



AGENDA REPORT

MEETING DATE: July 25, 2023

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Professional Services Agreement for Analysis of Proposed Cannabis Initiative

RECOMMENDATION: It is recommended that City Council authorize the City Manager to enter into a professional services agreement with HdL for the analysis of the proposed cannabis initiative in an amount not to exceed \$30,000

FISCAL IMPACT: Funds were budgeted in account number 1010-7965 in the FY 2023/24 budget for these services

BACKGROUND

The City of Duarte has received a citizens' petition that is being circulated for signatures to place it on an upcoming ballot. The petition is titled "*the Initiative to Legalize and Regulate Certain Commercial Cannabis Businesses in the City of Duarte*" ("the initiative"). The initiative would amend Chapter 5.91 of the City of Duarte Municipal Code (CDMC) to allow up to five retail cannabis businesses within the City. These businesses would be allowed by right within certain zoning designations, subject to certain setback requirements from designated sensitive uses.

The initiative includes detailed application requirements, but permits would require only ministerial approval by the City Manager. The City Council would have no discretion in the process. The City Manager would be allowed to promulgate reasonable regulations relating to the permitting process but would have to begin accepting applications within 55 days after certification of the election results.

The measure allows for collection of permitting fees and also includes a cannabis business tax. If the measure qualifies for the ballot, California Elections Code allows that the City Council will have the choice of either adopting the ordinance outright without alteration or submitting it to the voters at the next general election.

DISCUSSION/ANALYSIS

Though the initiative has not yet gathered the required number of signatures, Staff is recommending that a report be prepared on the potential impacts of the initiative in advance to allow greater opportunity to consider the potential impacts and to better inform future decision-making by the Council. Staff requested a proposal for services from HdL Companies, who has direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. The proposed cost is not to exceed \$30,000.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to enter into a professional services agreement with HdL for the analysis of the proposed cannabis initiative in an amount not to exceed \$30,000.

FISCAL IMPACT

Funds were budgeted in account number 1010-7965 in the FY 2023/24 budget for these services.

ATTACHMENTS

Professional Services Agreement

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

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

1. RECITALS

The City wishes to engage the services of Consultant to provide an analysis of the proposed cannabis initiative as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 1, 2024, or until the tasks listed in the Scope of Services, as defined below, are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore,

without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$30,000, based on the Scope of Services set forth in Exhibit A, not to include travel costs as needed for on-site meeting attendance.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
 City Manager's Office
 Attn: Brian Villalobos
 1600 Huntington Drive
 Duarte, California 91010
 bvillalobos@accessduarte.com

If to Consultant: HdL Companies
 Attn: Ajay Kolluri
 120 S. State College Blvd., Ste. 200
 Brea, CA 92821
 akolluri@hdlcompanies.com

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONSULTANT
HdL Companies

By: Andrew Nickerson

DocuSigned by:
Andrew Nickerson
2A8393594812482...

Its: President/CEO

Date: 7/19/2023 | 11:27:57 AM PDT

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

EXHIBIT A

Scope of Services

The specific scope of the report will be determined in consultation with the City but may include any or all of the following topics:

- Summary and overview of the ordinance
- Impacts on land use, including consistency with the City's general plan, zoning and specific plans
- Likely demand for permitted uses
- Economic impacts, including impacts on other businesses
- Lighting, noise, traffic and odor impacts
- Impacts on crime, safety and public health
- Fiscal impacts, including City costs and potential cannabis tax revenues

Objective 1: Conduct a Ballot Measure Impact Analysis

Consultant HdL shall conduct an analysis of the potential impacts of the proposed ballot initiative to inform decision-making by the City Council. The analysis would seek to determine the types of impacts that may result from approval of the initiative and would include estimates for the gross receipts and tax revenue that may be generated from the cannabis business tax as well as estimates for City costs for services, administration and addressing other community impacts.

Objective 2: Attendance, Support or Presentations at Meetings or Workshops

HdL shall attend a meeting of the City Council to provide a report and presentation on the analysis and to answer questions.

Objective 3: Technical Assistance and Subject Matter Expertise

HdL will provide up to 20 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

Scope of Service Objectives	Estimated Cost
Objective 1: Conduct a Fiscal Analysis Not to exceed 80 hours, billed at flat rate upon completion	\$22,000
Objective 2: Presentation of Analysis at City Council Meeting Includes preparation, attendance and follow up	\$2,000
Objective 3: Technical Assistance and Subject Matter Expertise Assumes up to 20 hours @ \$300/hr; billed at hourly rate	\$6,000 ¹

Travel (if and as needed for on-site meeting attendance)	Hourly Rate ²
TOTAL NOT TO EXCEED	\$30,000
¹ Objective billed at hourly rate	
² Or at a flat rate to be determined in consultation with the City	

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

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

1. RECITALS

The City wishes to engage the services of Consultant to provide an analysis of the proposed cannabis initiative as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 1, 2024, or until the tasks listed in the Scope of Services, as defined below, are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore,

without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed \$30,000, based on the Scope of Services set forth in Exhibit A, not to include travel costs as needed for on-site meeting attendance.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: City of Duarte
 City Manager's Office
 Attn: Brian Villalobos
 1600 Huntington Drive
 Duarte, California 91010
 bvillalobos@accessduarte.com

If to Consultant: HdL Companies
 Attn: Ajay Kolluri
 120 S. State College Blvd., Ste. 200
 Brea, CA 92821
 akolluri@hdlcompanies.com

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

CONSULTANT
HdL Companies

By: Andrew Nickerson

DocuSigned by:
Andrew Nickerson
2A8393594812482...

Its: President/CEO

Date: 7/19/2023 | 11:27:57 AM PDT

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

EXHIBIT A

Scope of Services

The specific scope of the report will be determined in consultation with the City but may include any or all of the following topics:

- Summary and overview of the ordinance
- Impacts on land use, including consistency with the City's general plan, zoning and specific plans
- Likely demand for permitted uses
- Economic impacts, including impacts on other businesses
- Lighting, noise, traffic and odor impacts
- Impacts on crime, safety and public health
- Fiscal impacts, including City costs and potential cannabis tax revenues

Objective 1: Conduct a Ballot Measure Impact Analysis

Consultant HdL shall conduct an analysis of the potential impacts of the proposed ballot initiative to inform decision-making by the City Council. The analysis would seek to determine the types of impacts that may result from approval of the initiative and would include estimates for the gross receipts and tax revenue that may be generated from the cannabis business tax as well as estimates for City costs for services, administration and addressing other community impacts.

Objective 2: Attendance, Support or Presentations at Meetings or Workshops

HdL shall attend a meeting of the City Council to provide a report and presentation on the analysis and to answer questions.

Objective 3: Technical Assistance and Subject Matter Expertise

HdL will provide up to 20 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

Scope of Service Objectives	Estimated Cost
Objective 1: Conduct a Fiscal Analysis Not to exceed 80 hours, billed at flat rate upon completion	\$22,000
Objective 2: Presentation of Analysis at City Council Meeting Includes preparation, attendance and follow up	\$2,000
Objective 3: Technical Assistance and Subject Matter Expertise Assumes up to 20 hours @ \$300/hr; billed at hourly rate	\$6,000 ¹

Travel (if and as needed for on-site meeting attendance)	Hourly Rate ²
TOTAL NOT TO EXCEED	\$30,000
¹ Objective billed at hourly rate	
² Or at a flat rate to be determined in consultation with the City	

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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