



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: July 5, 2022
SUBJECT: Comments on Agenda Items, Meeting of July 12, 2022

ITEM 4.A. (Special Items). The San Gabriel Valley Council of Governments (SGVCOG) will provide a presentation on energy savings program for residents.

ITEM 4.B. (Special Items). Staff will provide the Parks and Recreation Department Status Update for July 2022.

ITEM 7.F. (Consent Calendar). Staff is recommending that the City Council authorize a Notice of Completion for the Fiscal Year 2021-22 Street Rehabilitation Project with Sequel Contractors, Inc. The total project cost was \$459,376.11, with funds from SB1, the Sidewalk Improvement Fund, and Measure R.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council approve the FY 2022-23 Services Agreement with the Duarte Chamber of Commerce which includes \$45,100 to support ongoing services provided by the Chamber and a one-time allocation of \$70,000 to be used solely for expenses related to the Duarte Farmer's Market.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2022 through June 30, 2023.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council proclaim July 2022 as "Parks Make Life Better Month" in the City of Duarte.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council City Council authorizes the City Manager to execute the All City Management Services Agreement for Crossing Guard Services. The total contract cost is \$91,077, but fifty percent (50%) of that cost is reimbursed to the City from the Duarte Unified School District and the California School of the Arts, resulting in a net cost to the City of \$45,539.

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute the Amended Agreement with Duarte Unified School District (DUSD) for Crossing Guard Services. DUSD will reimburse the City for fifty percent (50%) of the cost of crossing guard services provided at the four (4) sites requested by DUSD.

ITEM 9.A. (Business Items). Staff is recommending that the City Council: 1) Discuss options for filling the City Council office made vacant upon the passing of Mayor Pro Tem Tzeitel Paras-Caracci on June 25, 2022, and select to fill the vacancy either by appointment or special election; and, 2) Schedule special meetings of the City Council, as appropriate.

ITEM 9.B. (Business Items). Staff is recommending that the City Council: 1) Adopt a resolution accepting the certificate as to verification of signatures from the Los Angeles County Registrar-Recorder/County Clerk and the certificate of sufficiency from the Elections Official; and 2) Either: a) Place for first reading Ordinance No. 910, An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; or b) Adopt a resolution calling for a general municipal election on November 8, 2022, for the purpose of

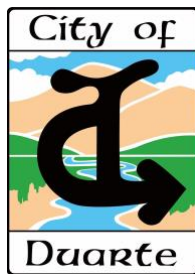
submitting to the voters the question of whether to adopt Ordinance No. 910, An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; and adopt a resolution to request the County Board of Supervisors consolidate the election relating to Ordinance No. 910 with the November 8, 2022, general municipal election; and 3) If the City Council submits the ordinance to the voters, determine whether to adopt Resolution 22-28, directing the City Attorney to prepare an impartial analysis of the ballot measure.

ITEM 9.C. (Business Items). Staff is recommending that the City Council: 1) Award the Duarte City Hall ADA Improvement Project CDBG Project No. 602171-20 to PUB Construction, Inc. for \$ 1,328,347; and 2) Approve a General Fund budget amendment of \$94,000. The Duarte City Hall ADA Improvement Project was included in the FY 2022-23 Capital Improvement Program Budget for \$1,500,000, with \$750,000 from the Community Development Grant (CDBG) Fund and \$750,000 from the General Fund. The total estimated project cost is \$1,594,000, which is the total contract amount plus a contingency of twenty percent (20%). This will require a General Fund budget amendment of \$94,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dr. Daniel Jordan', followed by a horizontal line.

Dr. Daniel Jordan
City Manager



**PARKS AND RECREATION
STATUS REPORT
July 2022**

PROJECT/PROGRAM		STATUS
<u>YOUTH AND SENIOR PROGRAMS</u>		
Little All Stars Soccer	There's still space to register for our upcoming Little All Star Soccer program, which starts August 4. The program is for ages 4 – 7, and meets twice a week, Thursday's and Saturday's, at Otis Gordon Sports Park. To register or for more information, visit ACCESSDUARTE.COM.	
Teen Adventure Camp	From July 25 – 30, the Teen Center will be offering a Teen Adventure Week Camp from 9 AM to 4 PM. The camp will travel daily to various places throughout LA County, like Hollywood, Venice Beach, Warner Brothers Studios and more. To register, visit ACCESSDUARTE.COM.	
Fresh Fridays at the Senior Center	Join us every Friday in August at the Duarte Senior Center for Fresh Fridays. Beat the heat by staying cool and enjoying some fun activities and refreshing treats. On August 5, we'll have Magician Arty Loom and Kona Shave Ice. August 12, there will be a salsa demonstration and ice cream sundaes. On August 19, we'll keep cool at the Duarte pool while learning about water safety with a BBQ lunch to follow. All these events are \$2 each for residents and \$4 for nonresidents and will take place from 1 – 3 PM. The Center will conclude its Fresh Fridays on August 26, when it hosts its annual Hawaiian Luau, which includes a traditional luau dinner and entertainment provided by the South Bay Polynesian Dancers. This event will be \$20 for residents and \$25 for nonresidents. Register today online at ACCESSDUARTE.Com or in-person at the Senior Center, as space is limited.	
<u>SPECIAL EVENTS</u>		
Summer Concerts in the Park Series	The Department's 2022 Summer Concerts in the Park series starts on Wednesday, July 13. This year's series will take place at Beardslee Park, and we'll have a live DJ, activities, food trucks, and vendors from 6 – 9 PM and the headlining band will take the stage from 7 – 9 PM. This year's lineup includes: July 13 – The Wise Guys Big Band July 27 – Blue Breeze Band August 10 – Suave the Band	
Family Dive-In Movie & BBQ Dinner	Grab your swimsuit, beach chair, and the whole family for our upcoming Family Dive-In Movie in the Duarte Pool, screening Disney's Luca. Advance registration is required for this event, as admission includes a BBQ dinner. Residents 12 and under are \$15 and	

	residents 13+ are \$20. Nonresidents 12 and under are \$20 and nonresidents 13+ are \$25. Register today at the Duarte Fitness Center or at ACCESSDUARTE.COM .
Touch-A-Truck	Grab the kids and come out and explore vehicles of all kinds at the Department's annual Touch-A-Truck event on August 6. This free event will be held at the Duarte Civic Center - 1600 Huntington Dr., and feature trucks, fire engines, tractors, and many more. For additional details, call the Parks and Recreation Department at (626) 357-7931.



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1205-7762	CALE AMERICA INC	Kiosk Repairs Sales Tax (S000040870)	2221		4.76
100-1025-7706	MADIA TECH LAUNCH INC	FY22 MADIA Membership	2247		300.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Fountain Repair	BD22-1132		45.20
100-1605-7729	JA EVENT PRODUCTION	Duarte Summer Concerts Sound 7/13/2022	2240		3,150.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2234		742.21
100-1605-7002	PAMELA ROMERO	CPR Stipend	2253		76.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Door Handles	BD22-1132		77.02
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Door Handles	BD22-1132		65.27
100-1410-7980	HOME DEPOT CREDIT SERVICES	Painting Supplies	BD22-1132		18.10
100-1610-7618	HOME DEPOT CREDIT SERVICES	Exterior Park Paint/Interior Building Paint	BD22-1132		446.89
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY23 Liability Program (Retro Adjustment)	2222		12,296.00
100-1820-7772	CALIFORNIA JOINT POWERS IN...	FY23 Liability Program	2222		246,036.00
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY23 Worker's Compensation	2222		249,102.00
100-1820-7773	CALIFORNIA JOINT POWERS IN...	FY23 Worker's Compensation (Retro Adjustment)	2222		1,112.00
100-5004	CALIFORNIA JOINT POWERS IN...	FY23 General Liability Pool Distribution	2222		-36,200.00
100-1820-7775	CALIFORNIA JOINT POWERS IN...	Property Insurance 7/1/2022 - 7/1/2023	2222		71,110.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen Ctr Supplies/Repairs	BD22-1132		110.54
100-1205-7615	THE LIFETRENDS GROUP TLTG I...	AED Batteries & Pads	217620		1,382.79
100-1205-7615	THE LIFETRENDS GROUP TLTG I...	AED Machine	217620		1,877.62
100-1610-7618	HOME DEPOT CREDIT SERVICES	PS/SC Supplies/Repairs	BD22-1132		291.74
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 7/2022	217621		1,600.00
100-1605-7740	KIDS REPTILE PARTIES	Summer Day Camp Activity 7/13/2022	217614		419.00
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 4/2022	217629	202102-Cap Improv-CH CDBG ...	920.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2022	217629		1,280.00
100-1605-7741	CHALLENGER TEAMWEAR	T-Ball Jerseys	2224		907.73
100-1610-7618	HOME DEPOT CREDIT SERVICES	Yard Trailer Siding Repairs	BD22-1132		232.12
100-1820-7776	ALLIANT INSURANCE SERVICES ...	FY23 Crime Insurance	2217		1,135.00
100-1405-7965	KOSMONT COMPANIES	Huntington/Buena Vista Econ Dev Analysis 5/2022	2243		845.00
100-1805-7965	LSL CPAs	Annual GASB 68 Report FY22	217618		1,100.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Supplies/Repairs	BD22-1132		251.69
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2022	2261		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 7/2022	2261		593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 7/2022	2261		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2022	2261		553.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle 7/2022	2261		316.25
100-1025-7696	SAN GABRIEL VALLEY COUNCIL ...	FY23 Annual Dues	217630		13,890.57
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return (Invoice #6511711)	BD22-1132		-58.32
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Tool Supplies	BD22-1132		50.65
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	BD22-1132		199.57
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Carmera Monitoring 7/2022	2251		169.94
100-1605-7740	SMART & FINAL	Summer Camp Supplies	2257		96.67

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7615	HOME DEPOT CREDIT SERVICES	Misc Tape	BD22-1132		20.89
100-1405-7965	BUCKNAM INFRASTRUCTURE G...	GIS Services 5/1/2022 - 5/31/2022	217596		877.50
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2022	217629		2,600.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2022	217629		1,160.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Srvcs 4/2022	217629		2,440.00
100-1605-7740	SMART & FINAL	Summer Camp Supplies	2257		12.06
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	Los Angeles County Division Dues 7/1/22 - 6/30/23	217619		1,113.00
100-1205-7762	CALE AMERICA INC	Replacement Paper	2221		131.47
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	217626		500.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	TC/FC/Parks Supplies/Repairs	BD22-1132		275.60
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts/Supplies	BD22-1132		136.35
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts/Supplies	BD22-1132		37.20
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	217591		190.46
100-1605-7739	4IMPRINT	Parks & Rec Promotional Products Set-Up Charge	217591		120.00
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	217591		468.07
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	217591		529.12
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2022	217632		3,141.75
100-1205-7780	HOME DEPOT CREDIT SERVICES	Animal Control Gloves	BD22-1132		16.50
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste 5/2022	217602		2,932.24
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	2246	202205/1205-7781-ARPA-Coro...	212,019.83
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	2246		175,772.06
100-2121	LOS ANGELES COUNTY SHERIFF'...	KID-FIT 5k 5/21/2022	2246		5,375.22
100-1605-7740	LA MIRADA REGIONAL AQUATI...	Adventure Club Trip 7/20/2022	217617		460.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 6/2022	217592		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 6/2022	217592		61.00
100-1610-7616	CURO MANAGED PRINT PRODU...	New Pool Rules (Fitness Ctr)	217603		1,080.45
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Srvcs 5/29/22 - 6/11/22	2216		314.34
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Summer School Crossing Guard 5/29/22 - 6/11/22	2216		1,051.83
100-1020-7712	TRIEPEI SMITH & ASSOCIATES	Comm/Social Media Mgmt 6/2022	2262		8,355.00
100-1020-7718	TRIEPEI SMITH & ASSOCIATES	City Newsletter 6/2022	2262		1,300.00
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Posters	217603		55.13
100-1605-7729	CURO MANAGED PRINT PRODU...	Concerts in the Park Promotion	217603		1,068.32
100-1605-7745	RANCHO DUARTE GOLF COURSE	TC Boxing Program Golf Tournament	217628		2,584.00
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr	2254		187.50
100-1825-7614	HOLIDAY SIGNS LLC	Fourth of July Holiday Signs	217611		29.70
100-1605-7740	SMART & FINAL	Summer Camp Snacks	2257		21.96
100-1605-7729	SMART & FINAL	Citywide Special Event Supplies	2257		220.82
100-1815-7632	MAXTREME INC	Office Maxhaven.com 1/2022 - 6/2022	2249		540.00
100-1815-7632	MAXTREME INC	Office 365 5/2022 - 6/2022	2249		940.50
100-1815-7980	MAXTREME INC	PW/CMD Laptop Sleeve & AirPods	2249		233.42
100-1815-7980	MAXTREME INC	USB Lightning to USB Security Keys	2249		308.72
100-1815-7980	MAXTREME INC	Hyper USB-C Extension (25 New iMacs)	2249		2,204.75
100-1815-8011	MAXTREME INC	2 Mac Mini/Studio (IT Office/Data Center)	2249		4,309.70
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 5/2022	217629	202102-Cap Improv-CH CDBG ...	1,784.63

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	MICHELLE M FANARA	Spring Instructor Fee (Shaolin Kempo Karate)	2229		168.00
100-1610-7618	MAINTEX INC	Janitorial Supplies	2248		48.44
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2022	2255		10,823.52
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Litigation 5/2022	2255		1,281.50
100-1015-7686	RUTAN & TUCKER LLP	Highland Eminent Domain Legal 5/2022	2255		255.00
100-1605-7740	KNOTT'S BERRY FARM	Adventure Camp Trip 7/13/2022	217616		828.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 5/2022	2226		2,069.73
100-1815-7980	THE TECHNOLOGY DEPOT INC	Access Points to CH/Complex/TC (Installment #1)	2261		4,035.50
100-1815-7980	THE TECHNOLOGY DEPOT INC	Access Points to CH Complex/TC (Installment #2)	2261		2,164.61
100-1605-7740	PARTY PRONTO INC	Summer Day Camp Rental Cancellation Fee (Rain Out)	217624		49.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	E911 Delay Credit 4/2022 - 6/2022	2261		-450.00
100-4801	GARINE VICTORIA KIROIAN	Summer Day Camp Refund	217589		916.50
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 4/2022	217622		94.00
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 4/2022	217622		1,230.73
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 4/2022	217622		270.08
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 4/2022	217622		1,252.68
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 4/2022	217622		6,184.41
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 4/2022	217622		984.46
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maint (CH-2/PS/SC/TC) 5/1/22 - 5/31/22	217598		591.77
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease (CH-2/PS/SC/TC) 7/1/22 - 7/31/22	217598		1,704.07
100-1825-7630	CANON FINANCIAL SERVICES INC	Use Tax Recovery Fee	217598		28.40
100-1205-7787	MVP, LLC	Public Safety Lease	2250		12,881.37
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2258		257.82
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2258		98.10
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	2258		61.20
100-1205-7762	CALE AMERICA INC	WTP Fees 6/2022	2221		303.95
100-1810-7980	ANTHEM EAP	EAP Fees 2/2022 - 6/2022	2218		336.00
100-1810-7980	ANTHEM EAP	EAP Fees 7/2022	2218		67.20
100-1605-7733	SMART & FINAL	SC July 3rd Even/Misc Supplies	2257		261.89
100-1205-7610	U.S. BANK	Meeting w/Boys & Girls Club 6/14/22 (Mikomi Sushi)	2264		59.37
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Lt Meza 5/24/22 (Mikomi)	2264		51.76
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/City of Hope (Bhanu Indian)	2264		82.37
100-1205-7614	U.S. BANK	Office Supplies (Target)	2264		24.10
100-1205-7615	U.S. BANK	EOC Apple Charging Cables (Amazon)	2264		98.31
100-1205-7615	U.S. BANK	EOC Ham Radio Replacement Batteries (Amazon)	2264		56.19
100-1205-7636	U.S. BANK	Uniform Light Bank Charger (Amazon)	2264		227.66
100-1205-7636	U.S. BANK	Uniform Flashlights (Amazon)	2264		311.01
100-1205-7779	U.S. BANK	DART Event 6/1/22 (Look Cinemas-Monrovia)	2264		149.50
100-1205-7779	U.S. BANK	DART Event Food 6/1/22 (Blaze Pizza)	2264		140.77
100-1205-7779	U.S. BANK	Youth Lunch 6/4/22 (Costco)	2264		10.97

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7779	U.S. BANK	A-Team Youth Lunch 6/8/22 (Little Caesars)	2264		93.02
100-1205-7779	U.S. BANK	A-Team Trip Water (Target)	2264		19.16
100-1205-7779	U.S. BANK	DART Volunteer Lunch 6/8/22 (The Habit Burger)	2264		21.15
100-1205-7779	U.S. BANK	DART Event Supplies 6/1/22 (7-Eleven)	2264		38.67
100-1205-7779	U.S. BANK	Youth Camping Trip Food (Smart & Final)	2264		97.54
100-1205-7779	U.S. BANK	A-Team Youth Trip 6/8/22 (Kids Empire)	2264		400.00
100-1205-7779	U.S. BANK	Youth Camping Trip Food (Costco)	2264		677.59
100-1205-7780	U.S. BANK	Square Card Readers-Rabies Clinic	2264		108.05
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Smart & Final)	2264		61.84
100-1205-7780	U.S. BANK	A/C iPad Screen Protector (Amazon)	2264		48.48
100-1205-7780	U.S. BANK	A/C Office iPhone Case (Amazon)	2264		38.22
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Merengue)	2264		33.63
100-1205-7780	U.S. BANK	Rabies Clinic Pens (Amazon)	2264		14.31
100-1205-7780	U.S. BANK	CERT First Aid Flag (Amazon)	2264		82.69
100-1205-7780	U.S. BANK	A/C Field iPad Chargers & Cables (Amazon)	2264		147.41
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Tropicana Mkt)	2264		222.62
100-1205-7780	U.S. BANK	A/C Field iPad Charging Stations (Amazon)	2264		276.36
100-1205-7980	U.S. BANK	Tutoring/Mentoring Camping Trip (Smart & Final)	2264	202211/1205-7980-Live Scan/A...	66.43
100-1205-7980	U.S. BANK	Fish Fire/EOC Food 6/12/22 (Monrovia Pizza)	2264		33.93
100-1205-7980	U.S. BANK	iPhone & Laptop Chargers (Best Buy)	2264		83.77
100-1205-7980	U.S. BANK	Tutoring/Mentoring Camping Trip (Costco)	2264	202211/1205-7980-Live Scan/A...	409.38
100-1205-7980	U.S. BANK	CSO Interviews 6/21/22 (Raffi's Catering)	2264		70.56
100-1205-7980	U.S. BANK	Active Shooter Training-COH (Raffi's Catering)	2264		77.18
100-1405-7610	U.S. BANK	Interview Panel Lunch 5/31/22 (Old Spaghetti)	2214		130.21
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	2214		15.99
100-1405-7613	U.S. BANK	ADV Covenant Agreement (Castillo Mobile Notary)	2214		65.00
100-1410-7610	U.S. BANK	Gerard Batista Lunch Mtg 6/1/22 (MSA)	2214		20.70
100-1410-8030	U.S. BANK	Rubber Curb Ramp (Discounttramps.com)	2214		2,846.92
100-1020-7726	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 6/13/22 - 7/12/22	2215		34.99
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/12/22 - 7/11/22	2215		4.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/12/22 - 7/11/22	2215		5.00
100-1805-7612	U.S. BANK	San Gabriel Valley Tribune Monthly Subscription	2215		18.00
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	2215		45.98
100-1805-7614	U.S. BANK	Deposit Bags (Amazon)	2215		20.94
100-1805-7980	U.S. BANK	Microsoft 365 5/27/22 - 6/26/22	2215		12.00

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1810-7610	U.S. BANK	Staff Mtg 6/16/22 Refreshments (T Burgers)	2215		61.99
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Coffee Bean)	2215		38.39
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Cafe Lemon)	2215		47.47
100-1810-7671	U.S. BANK	Deputy City Clerk Job Posting (City Clerks Assoc)	2215		200.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 6/13/22 - 7/12/22	2215		658.75
100-1815-7632	U.S. BANK	Finance Webinar 6/7/22 - 7/6/22 (Zoom)	2215		80.00
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911 5/10/22 - 6/9/22	2215		22.82
100-1825-7613	U.S. BANK	Dog License Paper (Amazon)	2215		39.48
100-1825-7613	U.S. BANK	Copier Paper (Amazon)	2215		91.51
100-1825-7613	U.S. BANK	Copier Paper (Amazon)	2215		64.43
100-1610-7618	SMART & FINAL	SC Coffee Supplies	2257		50.61
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/27/2022 - 7/3/2022	2252		2,835.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 6/1/2022	2259		160.00
100-1605-7980	FRANCISCO BURCIAGA	Red, White & Pool Catering (July 3rd Event)	217587		1,871.25
100-1211	ALEXANDER ESCOBEDO	Computer Loan	217588		2,026.26
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Expenses	217605		11.69
100-1205-7780	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic Ice	217605		4.82
100-1205-7780	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic 6/18/22	217605		30.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Kid Fit 5k 5/18/22	217605		29.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	217605		31.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	217605		36.62
100-2121	ARMSTRONG & WALKER LAND...	Landscape Plan Ck-Solana (Duarte Station Apts)	2219	202212-Pass Thru Dep-Solana ...	230.00
100-1820-7771	JCL TRAFFIC SERVICES	City Property Damage Repair	2241	DMGE072-City Signal Light Pole...	358.31
100-1605-7758	SMART & FINAL	July 3rd Event Supplies	2257		194.43
100-1010-7980	RANCHO DUARTE FLORIST	Tzeitel Paras-Caracci Flower Arrangement	217627		371.54
100-1410-7636	HENDERSON'S UNIFORMS	Field Services Caps	2239		467.18
100-1205-7780	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-1132		-0.30
100-1410-7980	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-1132		-3.14
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount	BD22-1132		-5.00
100-1005-7642	MARGARET FINLAY	Electronics for CC Role	2231		1,490.00
100-2121	ARMSTRONG & WALKER LAND...	Landscape Plan Ck-1088 Hamilton Rd	2219		1,160.00
100-4403	LISA CASTILLO	Pool Rental Refund 6/11/2022	217599		200.00
100-1605-7729	THE WISEGUYS BIG BAND	Concerts in the Park Band	217633		2,200.00
100-4302	VERONICA JIMENEZ	Citation Overpayment	217612		60.00
100-2120	CESAR PARTIDA	CC Rental Deposit Refund 6/25/22	217623		500.00
100-2120	CYNTHIA PEREZ	ROP Bldg Rental Deposit Refund	217625		150.00
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 1/2022	217634		6,112.47
100-1020-7722	GRANICUS INC	Website Maint/Hosting/Licensing 7/19/22 - 7/18/23	2237		10,500.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	TC Firewall Upgrade	2261		2,553.40
100-1815-7830	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Managment 7/1/22 - 6/30/23	2261		500.40
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 2/2022	217634		6,140.56
100-2127	CLIMATEC LLC	Infrastructure Modernization Project Retention	217600	Retention- 202017	75,382.83

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 3/2022	217634		6,493.44
100-2012	CALIFORNIA BUILDING STANDA...	Green Bldg Fees Q2 2022	217597		1,901.00
100-5004	CALIFORNIA BUILDING STANDA...	Local Gov't Retainer-Green Bldg Fees Q2 2022	217597		-190.10
100-1205-7760	FOOTHILL UNITY CENTER	FUCI Casework Srvc (Homeless Outreach Prgrm)	217608		2,601.50
100-1825-7688	CURO MANAGED PRINT PRODU...	Used Oil Grant Coasters	217603	202301/1825-7688/Exp-Used Oi..	483.56
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Update Event Map	217603		15.00
100-1605-7758	PYRO SPECTACULARS INC	Balance-July 3rd Independence Day Event	217590		13,000.00
100-1205-7760	FOOTHILL UNITY CENTER	FUCI Case Work Srvc (Homeless Outreach Prgrm)	217608		2,583.70
100-1605-7758	MANUEL ENRIQUEZ	July 3rd Event	217607		440.00
100-1605-7614	DUARTE RECREATION PETTY CA...	Tablecloth Thread	217606		5.47
100-1605-7614	DUARTE RECREATION PETTY CA...	Light Filtering Glasses	217606		38.59
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Supplies	217606		17.64
100-1605-7740	DUARTE RECREATION PETTY CA...	Camp Excursion Parking (2 Vehicles)	217606		30.00
100-1605-7740	DUARTE RECREATION PETTY CA...	Camp Water Slide	217606		19.40
100-1825-7688	GEO PLASTICS (CA)	Reuseable Oil Recycling Containers	2236	202301/1825-7688/Exp-Used Oi..	58.17
100-1825-7688	GEO PLASTICS (CA)	Reuseable Oil Recycling Containers	2236	202201/1825-7688/Exp-Used Oi..	2,355.55
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVI...	Brush Clearance-Pacific Comm Prop (Spinks Cyn)	217595		21,868.33
100-1020-7722	TRIEPEI SMITH & ASSOCIATES	New Website Launch Services	2262		10,682.25
100-2120	KID-FIT PRESCHOOL HEALTH A...	KID-FIT 5k Run 5/21/22 Refundable Deposit	217613		150.00
100-2121	KID-FIT PRESCHOOL HEALTH A...	KID-FIT 5k Run 5/21/22 Sheriff/PS Services Refund	217613		218.76
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	2220		218.00
100-1605-7735	CHRISTY GRAVES	TC Amazing Acts Event Food	217609		300.00
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	2235		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	2231		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	2263		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	2256		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	2242		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	2245		75.00
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	217604		140.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	2238		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	2230		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	2260		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	2228		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	217615		435.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	217594		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	2223		566.00
100-1005-7642	MARGARET FINLAY	Electronics for CC Role	2231		254.85
100-1825-7072	U.S. BANK PARS ACCOUNT #67...	Pension Rate Stabilization FY23 Payment	2266		44,000.00
100-1205-7823	COMCATE SOFTWARE INC	Animal/Code Data System 7/1/22 - 6/30/23	2225		8,709.27
100-1605-7693	FSP DESIGNS	TC/Mayors Youth Council Uniforms	2233		874.15
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	2258		45.91
100-1205-7980	BRIAN VILLALOBOS	4th of July Enforcement	217635		110.16

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7636	CURO MANAGED PRINT PRODU...	Part-Time Staff Badges	217603		59.38
100-1020-7710	DUARTE CHAMBER OF COMME...	FY23 Farmer's Market Operation (1 Yr)	2227		70,000.00
100-1020-7710	DUARTE CHAMBER OF COMME...	FY23 1st Installment Agreement Srvcs	2227		22,550.00
100-1605-7735	MAXTREME INC	FY23 JAMF Pro Renewal (Teen Ctr Lab)	2249		1,300.00
100-1815-7632	MAXTREME INC	FY23 JAMF Pro Renewal (City Hall)	2249		11,000.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Srvcs 5/2022	217629		1,200.00
100-1020-7712	CURO MANAGED PRINT PRODU...	Community Info on 210 Fwy Closure	217603		196.28
100-2023	NOHEMI HERNANDEZ	City Kitty Retirement Gift	217610		250.00
Fund 100 - GENERAL FUND Total:					1,415,624.70
Fund: 220 - GAS TAX FUN					
220-2205-8070	SUPERIOR PROPERTY SERVICES ...	Protection for Wayfinding Signs	217632		1,700.00
220-2225-7980	JCL TRAFFIC SERVICES	Street Signs/Safety Cones/Supplies	2241		3,841.11
Fund 220 - GAS TAX FUN Total:					5,541.11
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2434-7887	HOME DEPOT CREDIT SERVICES	Citrus Villas LLD Landscape Replacement	BD22-1132		310.51
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 5/2022	217602		413.92
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Brycedale/Hunt Dr Traffic Signal 5/2022	217602		1,045.66
240-2435-7887	COUNTY OF LOS ANGELES AGRI...	Gopher Control Ridgecrest LLD 5/2022	217601		189.22
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Sweeping 6/2022	217592		784.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Trail	2254		589.89
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	2254		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Mountain Ave Median	2254		401.81
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Highland Ave Landscape	2254		472.64
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Central Ave Median	2254		125.00
240-2435-7887	RUDY'S PLUMBING INC	Backflow Testing-Ridgecrest LLD	2254		125.00
240-2433-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Buena Vista Villas LLD	2254		423.19
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Landscape	2254		423.19
240-2425-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Hearthstone LLD	2254		423.19
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Northview Park	2254		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Replacement-Central Ave Landscape	2254		914.45
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Kendrick Tract LLD	2254		2,996.27
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Landscape	2254		1,030.49
240-2433-7887	LANDSCAPE WAREHOUSE III	Buena Vista Villas Irrigation Repairs	2244		909.39
240-2435-7920	BRIGHTVIEW LANDSCAPE SERVI...	Ridgecrest Debris Basin Clean-up	217595		2,850.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	2254		125.00

Council Warrant Register By Account

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2422-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs/Replacement- Encanto Pkwy LLD	2244		237.24
240-2423-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs/Replacement- Amberwood LLD	2244		237.24
240-2425-7913	BRIGHTVIEW LANDSCAPE SERVI...	Hearthstone Brush Clearance	217595		3,500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					18,777.30
Fund: 270 - PAEG - PUBLIC ACCESS					
270-2705-8100	AVIDEX INDUSTRIES LLC	Council Dais Monitors	217593		4,754.38
270-2705-8100	MAXTREME INC	Council AV Room TV/TV Mount	2249		1,113.50
Fund 270 - PAEG - PUBLIC ACCESS Total:					5,867.88
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	2246		32,183.33
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Theft/Burglary Suppression 5/9/22 - 5/23/22	2246		1,352.87
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					33,536.20
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-8013	FOOTHILL TRANSIT	39th Installment of 3rd Bus 6/2022	2232		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2022	2232		26,045.50
Fund 440 - PROPOSITION A TRANSIT FUND Total:					29,932.55
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	39th Installment of 3rd Bus 6/2022	2232		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2022	2232		21,309.95
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 4/2022	217622		97.75
Fund 460 - PROPOSITION C TRANSIT FUND Total:					24,588.01
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
520-1100	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment (Cash on Hand)	2267		-0.33
520-5205-8340	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment	2267		74,763.66
520-5205-8350	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment	2267		751.37
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					75,514.70
Fund: 680 - Duarte Housing Authority					
680-6805-7980	SAN GABRIEL VALLEY REGIONAL...	FY23 SGVRHT Annual Dues	217631		10,140.45
Fund 680 - Duarte Housing Authority Total:					10,140.45
Grand Total:					1,619,522.90

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,415,624.70
220 - GAS TAX FUN	5,541.11
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	18,777.30
270 - PAEG - PUBLIC ACCESS	5,867.88
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	33,536.20
440 - PROPOSITION A TRANSIT FUND	29,932.55
460 - PROPOSITION C TRANSIT FUND	24,588.01
520 - TOWN CENTER DEBT SERVICE FUND	75,514.70
680 - Duarte Housing Authority	10,140.45
Grand Total:	1,619,522.90

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7642	Travel & Exp - Finlay	1,819.85
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7980	Other Expenses	371.54
100-1015-7680	City Attorney Legal	10,823.52
100-1015-7686	Other Legal Services	1,536.50
100-1020-7710	Chamber Of Commerce	94,150.00
100-1020-7712	Community Information (...)	8,551.28
100-1020-7718	City Newsletter	1,300.00
100-1020-7722	City Website	21,182.25
100-1020-7726	Council Cablecasting	34.99
100-1025-7696	SGV Council Of Governmnt	13,890.57
100-1025-7699	League Of Calif Cities	1,113.00
100-1025-7706	MADIA	300.00
100-1205-7610	Travel, Mtgs & Conf	193.50
100-1205-7614	Office Supplies	24.10
100-1205-7615	Emergency Supplies	3,435.80
100-1205-7636	Uniforms	538.67
100-1205-7650	Vehicle Maintenance	1,252.68
100-1205-7760	Homeless Outreach Progr...	23,931.67
100-1205-7761	Parking Ticket Collect	2,069.73
100-1205-7762	Parking Pass Kiosk Costs	440.18
100-1205-7779	Youth Programs	1,660.06
100-1205-7780	Animal Control	1,085.13
100-1205-7781	Contract Law Enforcement	393,976.30
100-1205-7782	Crossing Guard Contract ...	1,366.17
100-1205-7787	Public Safety Cntr Lease	12,881.37
100-1205-7823	Code/Animal Control Data...	8,709.27
100-1205-7980	Other Expenses	949.03
100-1211	Computer Loan Program	2,026.26
100-1405-7610	Travel, Mtgs & Conf	130.21
100-1405-7612	Publications and Dues	15.99
100-1405-7613	Duplications And Photos	65.00
100-1405-7650	Vehicle Maintenance	94.00
100-1405-7801	Industrial Waste Inspecti...	2,932.24
100-1405-7965	Professional Services	1,722.50
100-1405-7969	City Engineer	8,680.00
100-1405-8100	Other Capital Improvemnts	2,704.63
100-1410-7610	Travel, Mtgs & Conf	20.70
100-1410-7636	Uniforms	467.18
100-1410-7650	Vehicle Maintenance	1,230.73

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,141.75
100-1410-7815	Brush Clearance	21,868.33
100-1410-7980	Other Expenses	239.16
100-1410-8030	Other Equipment (Capital)	2,846.92
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	105.26
100-1605-7636	Uniforms	59.38
100-1605-7650	Vehicle Maintenance	270.08
100-1605-7693	Youth Council	874.15
100-1605-7729	Concerts In The Park	7,139.14
100-1605-7733	Senior Center	424.52
100-1605-7735	Teen Center	1,605.00
100-1605-7736	Youth & Adult Recreation...	168.00
100-1605-7739	Publicity	1,377.78
100-1605-7740	Day Camps	1,936.09
100-1605-7741	Sports/Playground Progr...	907.73
100-1605-7745	Boxing Program	2,584.00
100-1605-7758	Independence Day Celebr...	13,634.43
100-1605-7980	Other Expenses	1,871.25
100-1610-7616	Pool Supplies	1,080.45
100-1610-7617	Pool Chemicals	742.21
100-1610-7618	Building Supplies	2,031.37
100-1610-7650	Vehicle Maintenance	984.46
100-1610-7652	Building Maint Services	357.44
100-1610-7660	Other Services	2,835.00
100-1805-7612	Publications and Dues	18.00
100-1805-7614	Office Supplies	370.65
100-1805-7965	Professional Services	1,100.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	147.85
100-1810-7671	Recruiting Advertisements	200.00
100-1810-7980	Other Expenses	403.20
100-1815-7632	Software Maintenance	13,219.25
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	1,972.97
100-1815-7980	Other Expenses	11,500.40
100-1815-8011	Computer Equipment (Cap..	4,309.70
100-1820-7771	Repair Of City Property	358.31
100-1820-7772	Liability Coverage	258,332.00
100-1820-7773	Worker's Comp Coverage	250,214.00
100-1820-7775	Property Coverage	71,110.00
100-1820-7776	Faithful Performance Bond	1,135.00
100-1825-7072	Pension Rate Stabilization...	44,000.00
100-1825-7613	Duplications And Photos	293.52
100-1825-7614	Office Supplies	29.70
100-1825-7630	Equipment Lease	1,732.47
100-1825-7631	Equipment Maintenance	591.77
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7688	Oil Recycling Grant	2,897.28
100-2012	Green Building Fees Payab..	1,901.00
100-2023	EE City Kitty Contributions	250.00
100-2120	Refundable Deposits	800.00
100-2121	Pass Through Deposits	6,983.98
100-2127	Retention Payable	75,382.83
100-4302	Parking Citations	60.00
100-4403	Swimming Pool Rentals	200.00

Account Summary

Account Number	Account Name	Payment Amount
100-4801	Youth & Adult Recreation...	916.50
100-5004	Other Revenue	-36,390.10
220-2205-8070	Street Improvements (Cap...	1,700.00
220-2225-7980	Other Expenses	3,841.11
240-2405-7890	Repairs-Traffic Signal	1,459.58
240-2410-7662	Other Serv-Citywide	3,805.66
240-2410-7663	Other Serv-Medians	526.81
240-2420-7887	Repairs & Replacements	2,996.27
240-2422-7887	Repairs & Replacements	237.24
240-2423-7887	Repairs & Replacements	237.24
240-2425-7887	Repairs & Replacements	423.19
240-2425-7913	Brush Clearance	3,500.00
240-2426-7810	Street Sweeping	784.00
240-2433-7887	Repairs & Replacements	1,332.58
240-2434-7887	Repairs & Replacements	310.51
240-2435-7887	Repairs & Replacements	314.22
240-2435-7920	Debris Basin/Storm Drain ...	2,850.00
270-2705-8100	Other Capital Improvemnts	5,867.88
290-2905-7781	Contract Law Enforcement	32,183.33
290-2905-7785	Special Events Patrol	1,352.87
440-4405-7960	Foothill Transit Operations	26,045.50
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7650	Vehicle Maintenance	97.75
460-4605-7960	Foothill Tranist Operations	21,309.95
460-4605-8013	Vehicles (Capital)	3,180.31
520-1100	Cash/Invest- Fiscal Agent	-0.33
520-5205-8340	Principal Payments	74,763.66
520-5205-8350	Interest Expense	751.37
680-6805-7980	Other Expenses	10,140.45
Grand Total:		1,619,522.90

Project Account Summary

Project Account Key	Payment Amount
None	1,325,454.21
202102-Cap Improv-CH CDBG ADA Improvement	2,704.63
202201/1825-7688/Exp-Used Oil Grant-OPP11-20-0016	2,355.55
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	475.81
202212-Pass Thru Dep-Solana MBK Site B	230.00
202301/1825-7688/Exp-Used Oil Grant-OPP12-21-0016	541.73
DMGE072-City Signal Light Pole-NW BV/Central	358.31
Retention- 202017	75,382.83
Grand Total:	1,619,522.90



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6295 - 211 ELECTRONIC SERVICES INC					
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/27/2022 - 7/3/2022	P 7757		2,835.00
Vendor 6295 - 211 ELECTRONIC SERVICES INC Total:					2,835.00
Vendor: 5008 - 4IMPRINT					
100-1605-7739	4IMPRINT	Parks & Rec Promotional Products Set-Up Charge	10023343		120.00
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	10023343		190.46
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	10023343		529.12
100-1605-7739	4IMPRINT	Parks & Recreation Promotional Products	10023343		468.07
Vendor 5008 - 4IMPRINT Total:					1,307.65
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 6/2022	200785		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 6/2022	200786		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 6390 - ALEXANDER ESCOBEDO					
100-1211	ALEXANDER ESCOBEDO	Computer Loan	6232022		2,026.26
Vendor 6390 - ALEXANDER ESCOBEDO Total:					2,026.26
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Svcs 5/29/22 - 6/11/22	78426		314.34
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Summer School Crossing Guard 5/29/22 - 6/11/22	78444		1,051.83
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					1,366.17
Vendor: 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN					
100-1820-7776	ALLIANT INSURANCE SERVICES INC	FY23 Crime Insurance	1973770		1,135.00
Vendor 1311 - ALLIANT INSURANCE SERVICES INC-NPB MAIN Total:					1,135.00
Vendor: 6391 - ANTHEM EAP					
100-1810-7980	ANTHEM EAP	EAP Fees 2/2022 - 6/2022	454822639179		336.00
100-1810-7980	ANTHEM EAP	EAP Fees 7/2022	454822639179-A		67.20
Vendor 6391 - ANTHEM EAP Total:					403.20
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LANDSCAPE ARCHITECT	Landscape Plan Ck-Solana (Duarte Station Apts)	06292022	202212-Pass Thru Dep-Solana ...	230.00
100-2121	ARMSTRONG & WALKER LANDSCAPE ARCHITECT	Landscape Plan Ck-1088 Hamilton Rd	6292022		1,160.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					1,390.00
Vendor: 1003 - BRIAN VILLALOBOS					
100-1205-7980	BRIAN VILLALOBOS	4th of July Enforcement	7042022		110.16
Vendor 1003 - BRIAN VILLALOBOS Total:					110.16
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1410-7815	BRIGHTVIEW LANDSCAPE SERVICES INC	Brush Clearance-Pacific Comm Prop (Spinks Cyn)	7978710		21,868.33
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					21,868.33
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7965	BUCKNAM INFRASTRUCTURE GROUP INC	GIS Services 5/1/2022 - 5/31/2022	352-05.11		877.50
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					877.50

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	Kiosk Repairs Sales Tax (S000040870)	168358		4.76
100-1205-7762	CALE AMERICA INC	Replacement Paper	169706		131.47
100-1205-7762	CALE AMERICA INC	WTP Fees 6/2022	169843		303.95
Vendor 5559 - CALE AMERICA INC Total:					440.18
Vendor: 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION					
100-2012	CALIFORNIA BUILDING STANDARDS COMMISSION	Green Bldg Fees Q2 2022	4/2022- 6/2022		1,901.00
100-5004	CALIFORNIA BUILDING STANDARDS COMMISSION	Local Gov't Retainer-Green Bldg Fees Q2 2022	4/2022- 6/2022		-190.10
Vendor 4495 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:					1,710.90
Vendor: 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY					
100-1820-7772	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	FY23 Liability Program	PRIM02026		246,036.00
100-1820-7772	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	FY23 Liability Program (Retro Adjustment)	PRIM02026		12,296.00
100-1820-7773	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	FY23 Worker's Compensation	PRIM02026		249,102.00
100-1820-7773	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	FY23 Worker's Compensation (Retro Adjustment)	PRIM02026		1,112.00
100-5004	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	FY23 General Liability Pool Distribution	PRIM02026		-36,200.00
100-1820-7775	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY	Property Insurance 7/1/2022 - 7/1/2023	PROP02168		71,110.00
Vendor 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Total:					543,456.00
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7631	CANON FINANCIAL SERVICES INC	Copier Maint (CH-2/PS/SC/TC) 5/1/22 - 5/31/22	28784439		591.77
100-1825-7630	CANON FINANCIAL SERVICES INC	Use Tax Recovery Fee	28784439-722		28.40
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease (CH-2/PS/SC/TC) 7/1/22 - 7/31/22	28784439-722		1,704.07
Vendor 5719 - CANON FINANCIAL SERVICES INC Total:					2,324.24
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	7/13/2022		500.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					500.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	7/2022		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	7/2022		75.00
Vendor 6340 - CESAR A GARCIA Total:					75.00
Vendor: T4055 - CESAR PARTIDA					
100-2120	CESAR PARTIDA	CC Rental Deposit Refund 6/25/22	R92590		500.00
Vendor T4055 - CESAR PARTIDA Total:					500.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	T-Ball Jerseys	1155562-IN		907.73
Vendor 5792 - CHALLENGER TEAMWEAR Total:					907.73
Vendor: 5345 - CHRISTY GRAVES					
100-1605-7735	CHRISTY GRAVES	TC Amazing Acts Event Food	337		300.00
Vendor 5345 - CHRISTY GRAVES Total:					300.00
Vendor: 0903 - CITY OF MONROVIA					
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 4/2022	2202047		94.00
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 4/2022	2202049		1,230.73
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 4/2022	2202050		270.08
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 4/2022	2202051		1,252.68
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 4/2022	2202052		6,184.41

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 4/2022	2202056		984.46
Vendor 0903 - CITY OF MONROVIA Total:					10,016.36
Vendor: 6123 - CLIMATEC LLC					
100-2127	CLIMATEC LLC	Infrastructure Modernization Project Retention	21-Retention	Retention- 202017	75,382.83
Vendor 6123 - CLIMATEC LLC Total:					75,382.83
Vendor: 5328 - COMCATE SOFTWARE INC					
100-1205-7823	COMCATE SOFTWARE INC	Animal/Code Data System 7/1/22 - 6/30/23	7887		8,709.27
Vendor 5328 - COMCATE SOFTWARE INC Total:					8,709.27
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DEP...	Industrial Waste 5/2022	22061306978		2,932.24
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					2,932.24
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1610-7616	CURO MANAGED PRINT PRODU...	New Pool Rules (Fitness Ctr)	5726		1,080.45
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Posters	5730		55.13
100-1605-7729	CURO MANAGED PRINT PRODU...	Concerts in the Park Promotion	5733		1,068.32
100-1825-7688	CURO MANAGED PRINT PRODU...	Used Oil Grant Coasters	5773	202301/1825-7688/Exp-Used Oi..	483.56
100-1605-7739	CURO MANAGED PRINT PRODU...	July 3rd Update Event Map	5776		15.00
100-1605-7636	CURO MANAGED PRINT PRODU...	Part-Time Staff Badges	5783		59.38
100-1020-7712	CURO MANAGED PRINT PRODU...	Community Info on 210 Fwy Closure	5791		196.28
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					2,958.12
Vendor: T2363 - CYNTHIA PEREZ					
100-2120	CYNTHIA PEREZ	ROP Bldg Rental Deposit Refund	R94675		150.00
Vendor T2363 - CYNTHIA PEREZ Total:					150.00
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 5/2022	139548		2,069.73
Vendor 5501 - DATA TICKET INC Total:					2,069.73
Vendor: 0074 - DUARTE CHAMBER OF COMMERCE					
100-1020-7710	DUARTE CHAMBER OF COMME...	FY23 1st Installment Agreement Srvcs	7052022		22,550.00
100-1020-7710	DUARTE CHAMBER OF COMME...	FY23 Farmer's Market Operation (1 Yr)	7052022		70,000.00
Vendor 0074 - DUARTE CHAMBER OF COMMERCE Total:					92,550.00
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE					
100-1605-7733	DUARTE PETTY CASH/BINGO PR...	SC Bingo Prize Money	7/2022		140.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE Total:					140.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7779	DUARTE PUBLIC SAFETY PETTY ...	A-Team Field Trip Expenses	6282022		11.69
100-1205-7780	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic Ice	6282022		4.82
100-1205-7780	DUARTE PUBLIC SAFETY PETTY ...	Rabies Clinic 6/18/22	6282022		30.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Kid Fit 5k 5/18/22	6282022		29.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Water	6282022		31.50
100-1205-7980	DUARTE PUBLIC SAFETY PETTY ...	Office Supplies	6282022		36.62
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					144.63
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7614	DUARTE RECREATION PETTY CA...	Light Filtering Glasses	6302022		38.59
100-1605-7614	DUARTE RECREATION PETTY CA...	Tablecloth Thread	6302022		5.47
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Supplies	6302022		17.64
100-1605-7740	DUARTE RECREATION PETTY CA...	Camp Water Slide	6302022		19.40
100-1605-7740	DUARTE RECREATION PETTY CA...	Camp Excursion Parking (2 Vehicles)	6302022		30.00
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					111.10

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	7/2022		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: T0183 - FOOTHILL UNITY CENTER					
100-1205-7760	FOOTHILL UNITY CENTER	FUCI Casework Srvc (Homeless Outreach Prgrm)	5/2022		2,601.50
100-1205-7760	FOOTHILL UNITY CENTER	FUCI Case Work Srvc (Homeless Outreach Prgrm)	6/2022		2,583.70
Vendor T0183 - FOOTHILL UNITY CENTER Total:					5,185.20
Vendor: 6389 - FRANCISCO BURCIAGA					
100-1605-7980	FRANCISCO BURCIAGA	Red, White & Pool Catering (July 3rd Event)	2680		1,871.25
Vendor 6389 - FRANCISCO BURCIAGA Total:					1,871.25
Vendor: 4039 - FSP DESIGNS					
100-1605-7693	FSP DESIGNS	TC/Mayors Youth Council Uniforms	9455		874.15
Vendor 4039 - FSP DESIGNS Total:					874.15
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146335		742.21
Vendor 4690 - FULLER ENGINEERING INC Total:					742.21
Vendor: T4509 - GARINE VICTORIA KIROIAN					
100-4801	GARINE VICTORIA KIROIAN	Summer Day Camp Refund	2001168.002		916.50
Vendor T4509 - GARINE VICTORIA KIROIAN Total:					916.50
Vendor: 6179 - GEO PLASTICS (CA)					
100-1825-7688	GEO PLASTICS (CA)	Reuseable Oil Recycling Containers	75570	202301/1825-7688/Exp-Used Oi..	58.17
100-1825-7688	GEO PLASTICS (CA)	Reuseable Oil Recycling Containers	75570	202201/1825-7688/Exp-Used Oi..	2,355.55
Vendor 6179 - GEO PLASTICS (CA) Total:					2,413.72
Vendor: 5347 - GRANICUS INC					
100-1020-7722	GRANICUS INC	Website Maint/Hosting/Licensing 7/19/22 - 7/18/23	153097		10,500.00
Vendor 5347 - GRANICUS INC Total:					10,500.00
Vendor: 5367 - HENDERSON'S UNIFORMS					
100-1410-7636	HENDERSON'S UNIFORMS	Field Services Caps	35767		467.18
Vendor 5367 - HENDERSON'S UNIFORMS Total:					467.18
Vendor: 3202 - HOLIDAY SIGNS LLC					
100-1825-7614	HOLIDAY SIGNS LLC	Fourth of July Holiday Signs	15186		29.70
Vendor 3202 - HOLIDAY SIGNS LLC Total:					29.70
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Fountain Repair	7342533		45.20
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Door Handles	8541255		77.02
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Door Handles	7541439		65.27
100-1410-7980	HOME DEPOT CREDIT SERVICES	Painting Supplies	5523400		18.10
100-1610-7618	HOME DEPOT CREDIT SERVICES	Exterior Park Paint/Interior Building Paint	1514904		446.89
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen Ctr Supplies/Repairs	0530245		110.54
100-1610-7618	HOME DEPOT CREDIT SERVICES	PS/SC Supplies/Repairs	8510061		291.74
100-1610-7618	HOME DEPOT CREDIT SERVICES	Yard Trailer Siding Repairs	2022155		232.12
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Supplies/Repairs	6511711		251.69
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return (Invoice #6511711)	5202292		-58.32
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Tool Supplies	5305208		50.65
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Supplies/Repairs	5521207		199.57
100-1205-7615	HOME DEPOT CREDIT SERVICES	Misc Tape	0546683		20.89
100-1610-7618	HOME DEPOT CREDIT SERVICES	TC/FC/Parks Supplies/Repairs	7300187		275.60
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts/Supplies	7600149		136.35

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts/Supplies	7600159		37.20
100-1205-7780	HOME DEPOT CREDIT SERVICES	Animal Control Gloves	6547393		16.50
100-1205-7780	HOME DEPOT CREDIT SERVICES	Early Pay Discount	366337		-0.30
100-1410-7980	HOME DEPOT CREDIT SERVICES	Early Pay Discount	366337		-3.14
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount	366337		-5.00
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					2,208.57
Vendor: 6311 - JA EVENT PRODUCTION					
100-1605-7729	JA EVENT PRODUCTION	Duarte Summer Concerts Sound 7/13/2022	0000032		3,150.00
Vendor 6311 - JA EVENT PRODUCTION Total:					3,150.00
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	07/2022		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 3957 - JCL TRAFFIC SERVICES					
100-1820-7771	JCL TRAFFIC SERVICES	City Property Damage Repair	115094	DMGE072-City Signal Light Pole...	358.31
Vendor 3957 - JCL TRAFFIC SERVICES Total:					358.31
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	7/2022		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	7/2022		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	7/2022		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: T4512 - KID-FIT PRESCHOOL HEALTH AND FITNESS					
100-2120	KID-FIT PRESCHOOL HEALTH A...	KID-FIT 5k Run 5/21/22 Refundable Deposit	R94103		150.00
100-2121	KID-FIT PRESCHOOL HEALTH A...	KID-FIT 5k Run 5/21/22 Sheriff/PS Services Refund	R94103		218.76
Vendor T4512 - KID-FIT PRESCHOOL HEALTH AND FITNESS Total:					368.76
Vendor: 6388 - KIDS REPTILE PARTIES					
100-1605-7740	KIDS REPTILE PARTIES	Summer Day Camp Activity 7/13/2022	14852		419.00
Vendor 6388 - KIDS REPTILE PARTIES Total:					419.00
Vendor: 1090 - KNOTT'S BERRY FARM					
100-1605-7740	KNOTT'S BERRY FARM	Adventure Camp Trip 7/13/2022	042RKM9066052		828.00
Vendor 1090 - KNOTT'S BERRY FARM Total:					828.00
Vendor: 5256 - KOSMONT COMPANIES					
100-1405-7965	KOSMONT COMPANIES	Huntington/Buena Vista Econ Dev Analysis 5/2022	2108.9-006		845.00
Vendor 5256 - KOSMONT COMPANIES Total:					845.00
Vendor: 6385 - LA MIRADA REGIONAL AQUATICS CENTER					
100-1605-7740	LA MIRADA REGIONAL AQUATI...	Adventure Club Trip 7/20/2022	38972750		460.00
Vendor 6385 - LA MIRADA REGIONAL AQUATICS CENTER Total:					460.00
Vendor: 0139 - LEAGUE OF CALIFORNIA CITIES					
100-1025-7699	LEAGUE OF CALIFORNIA CITIES	Los Angeles County Division Dues 7/1/22 - 6/30/23	4042		1,113.00
Vendor 0139 - LEAGUE OF CALIFORNIA CITIES Total:					1,113.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	7/2022		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T4511 - LISA CASTILLO					
100-4403	LISA CASTILLO	Pool Rental Refund 6/11/2022	69763/R94228		200.00
Vendor T4511 - LISA CASTILLO Total:					200.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	223131LL	202205/1205-7781-ARPA-Coro...	212,019.83
100-1205-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	223131LL		175,772.06
100-2121	LOS ANGELES COUNTY SHERIFF'...	KID-FIT 5k 5/21/2022	223234LL		5,375.22
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					393,167.11
Vendor: 4086 - LSL CPAs					
100-1805-7965	LSL CPAs	Annual GASB 68 Report FY22	50537		1,100.00
Vendor 4086 - LSL CPAs Total:					1,100.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGE...	Chamber Lease 7/2022	1735-huntplaz-0722		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 5389 - MADIA TECH LAUNCH INC					
100-1025-7706	MADIA TECH LAUNCH INC	FY22 MADIA Membership	22102		300.00
Vendor 5389 - MADIA TECH LAUNCH INC Total:					300.00
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	905245-02		48.44
Vendor 5868 - MAINTEX INC Total:					48.44
Vendor: 6039 - MANUEL ENRIQUEZ					
100-1605-7758	MANUEL ENRIQUEZ	July 3rd Event	6/29/2022		440.00
Vendor 6039 - MANUEL ENRIQUEZ Total:					440.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Electronics for CC Role	6292022		1,490.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	7/2022		75.00
100-1005-7642	MARGARET FINLAY	Electronics for CC Role	7012022		254.85
Vendor 0285 - MARGARET FINLAY Total:					1,819.85
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	Office 365 5/2022 - 6/2022	13614		940.50
100-1815-7632	MAXTREME INC	Office Maxhaven.com 1/2022 - 6/2022	13614		540.00
100-1815-7980	MAXTREME INC	Hyper USB-C Extension (25 New iMacs)	13614		2,204.75
100-1815-7980	MAXTREME INC	PW/CMD Laptop Sleeve & AirPods	13614		233.42
100-1815-7980	MAXTREME INC	USB Lightning to USB Security Keys	13614		308.72
100-1815-8011	MAXTREME INC	2 Mac Mini/Studio (IT Office/Data Center)	13614		4,309.70
100-1605-7735	MAXTREME INC	FY23 JAMF Pro Renewal (Teen Ctr Lab)	13617		1,300.00
100-1815-7632	MAXTREME INC	FY23 JAMF Pro Renewal (City Hall)	13617		11,000.00
Vendor 4286 - MAXTREME INC Total:					20,837.09
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	7/2022		566.00
Vendor 1042 - MICHAEL TARR Total:					566.00
Vendor: 6321 - MICHELLE M FANARA					
100-1605-7736	MICHELLE M FANARA	Spring Instructor Fee (Shaolin Kempo Karate)	6212022		168.00
Vendor 6321 - MICHELLE M FANARA Total:					168.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	7/2022		12,881.37
Vendor 2461 - MVP, LLC Total:					12,881.37

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 2617 - NOHEMI HERNANDEZ					
100-2023	NOHEMI HERNANDEZ	City Kitty Retirement Gift	7072022		250.00
Vendor 2617 - NOHEMI HERNANDEZ Total:					250.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	7/2022		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7740	PARTY PRONTO INC	Summer Day Camp Rental Cancellation Fee (Rain Out)	039834		49.00
Vendor 6286 - PARTY PRONTO INC Total:					49.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 7/2022	1482284		169.94
Vendor 2466 - POST ALARM SYSTEMS Total:					169.94
Vendor: 6032 - PYRO SPECTACULARS INC					
100-1605-7758	PYRO SPECTACULARS INC	Balance-July 3rd Independence Day Event	57964		13,000.00
Vendor 6032 - PYRO SPECTACULARS INC Total:					13,000.00
Vendor: 0186 - RANCHO DUARTE FLORIST					
100-1010-7980	RANCHO DUARTE FLORIST	Tzeitel Paras-Caracci Flower Arrangement	2531		371.54
Vendor 0186 - RANCHO DUARTE FLORIST Total:					371.54
Vendor: 0187 - RANCHO DUARTE GOLF COURSE					
100-1605-7745	RANCHO DUARTE GOLF COURSE	TC Boxing Program Golf Tournament	7/16/2022		2,584.00
Vendor 0187 - RANCHO DUARTE GOLF COURSE Total:					2,584.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 4/2022	32348	202102-Cap Improv-CH CDBG ...	920.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2022	32363		1,280.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2022	32364		2,600.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2022	32365		1,160.00
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Svcs 4/2022	32366		2,440.00
100-1405-8100	RKA CONSULTING GROUP	Civic Center Courtyard ADA Improvement 5/2022	32421	202102-Cap Improv-CH CDBG ...	1,784.63
100-1405-7969	RKA CONSULTING GROUP	FY23 LLD Engineering Svcs 5/2022	32463		1,200.00
Vendor 0904 - RKA CONSULTING GROUP Total:					11,384.63
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr	8147		187.50
Vendor 4142 - RUDY'S PLUMBING INC Total:					187.50
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2022	931283		10,823.52
100-1015-7686	RUTAN & TUCKER LLP	Land Holdings Litigation 5/2022	931284		1,281.50
100-1015-7686	RUTAN & TUCKER LLP	Highland Eminent Domain Legal 5/2022	931285		255.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					12,360.02
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	7/2022		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS					
100-1025-7696	SAN GABRIEL VALLEY COUNCIL ...	FY23 Annual Dues	2209		13,890.57
Vendor 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Total:					13,890.57

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0209 - SMART & FINAL					
100-1605-7740	SMART & FINAL	Summer Camp Supplies	426244		96.67
100-1605-7740	SMART & FINAL	Summer Camp Supplies	350455		12.06
100-1605-7740	SMART & FINAL	Summer Camp Snacks	231088		21.96
100-1605-7729	SMART & FINAL	Citywide Special Event Supplies	718955		220.82
100-1605-7733	SMART & FINAL	SC July 3rd Even/Misc Supplies	608544		261.89
100-1610-7618	SMART & FINAL	SC Coffee Supplies	889055		50.61
100-1605-7758	SMART & FINAL	July 3rd Event Supplies	227577		194.43
Vendor 0209 - SMART & FINAL Total:					858.44
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3511220383		257.82
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3511220383		98.10
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	3511220384		61.20
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3512145158		45.91
Vendor 2688 - STAPLES ADVANTAGE Total:					463.03
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	7/2022		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection SA-22966 6/1/2022			160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2022	17337		3,141.75
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,141.75
Vendor: 4281 - THE LIFETRENDS GROUP TLTG INC					
100-1205-7615	THE LIFETRENDS GROUP TLTG I...	AED Batteries & Pads	28590		1,382.79
100-1205-7615	THE LIFETRENDS GROUP TLTG I...	AED Machine	28592		1,877.62
Vendor 4281 - THE LIFETRENDS GROUP TLTG INC Total:					3,260.41
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2022	18894		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect 7/2022	18895		593.90
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 7/2022	18896		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2022	18897		553.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Connect/E911 Bundle 7/2022	18898		316.25
100-1815-7980	THE TECHNOLOGY DEPOT INC	Access Points to CH/Complex/ TC (Installment #1)	19033		4,035.50
100-1815-7980	THE TECHNOLOGY DEPOT INC	Access Points to CH Complex/TC (Installment #2)	19033-2		2,164.61
100-1815-7830	THE TECHNOLOGY DEPOT INC	E911 Delay Credit 4/2022 - 6/2022	19048		-450.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	TC Firewall Upgrade	19074		2,553.40
100-1815-7830	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Managment 7/1/22 - 6/30/23	19087		500.40
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					11,256.66
Vendor: 6395 - THE WISEGUYS BIG BAND					
100-1605-7729	THE WISEGUYS BIG BAND	Concerts in the Park Band	7/13/2022		2,200.00
Vendor 6395 - THE WISEGUYS BIG BAND Total:					2,200.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	7/2022		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Comm/Social Media Mgmt 6/2022	8159		8,355.00
100-1020-7718	TRIPEPI SMITH & ASSOCIATES	City Newsletter 6/2022	8159		1,300.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7722	TRIPEPI SMITH & ASSOCIATES	New Website Launch Services	8216		10,682.25
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					20,337.25
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7072	U.S. BANK PARS ACCOUNT #67...	Pension Rate Stabilization FY23 Payment	7012022		44,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					44,000.00
Vendor: 4484 - U.S. BANK					
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/City of Hope (Bhanu Indian)	6272022BV		82.37
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Lt Meza 5/24/22 (Mikomi)	6272022BV		51.76
100-1205-7610	U.S. BANK	Meeting w/Boys & Girls Club 6/14/22 (Mikomi Sushi)	6272022BV		59.37
100-1205-7614	U.S. BANK	Office Supplies (Target)	6272022BV		24.10
100-1205-7615	U.S. BANK	EOC Ham Radio Replacement Batteries (Amazon)	6272022BV		56.19
100-1205-7615	U.S. BANK	EOC Apple Charging Cables (Amazon)	6272022BV		98.31
100-1205-7636	U.S. BANK	Uniform Flashlights (Amazon)	6272022BV		311.01
100-1205-7636	U.S. BANK	Uniform Light Bank Charger (Amazon)	6272022BV		227.66
100-1205-7779	U.S. BANK	A-Team Trip Water (Target)	6272022BV		19.16
100-1205-7779	U.S. BANK	A-Team Youth Trip 6/8/22 (Kids Empire)	6272022BV		400.00
100-1205-7779	U.S. BANK	DART Event 6/1/22 (Look Cinemas-Monrovia)	6272022BV		149.50
100-1205-7779	U.S. BANK	DART Volunteer Lunch 6/8/22 (The Habit Burger)	6272022BV		21.15
100-1205-7779	U.S. BANK	DART Event Food 6/1/22 (Blaze Pizza)	6272022BV		140.77
100-1205-7779	U.S. BANK	Youth Camping Trip Food (Smart & Final)	6272022BV		97.54
100-1205-7779	U.S. BANK	A-Team Youth Lunch 6/8/22 (Little Caesars)	6272022BV		93.02
100-1205-7779	U.S. BANK	DART Event Supplies 6/1/22 (7-Eleven)	6272022BV		38.67
100-1205-7779	U.S. BANK	Youth Lunch 6/4/22 (Costco)	6272022BV		10.97
100-1205-7779	U.S. BANK	Youth Camping Trip Food (Costco)	6272022BV		677.59
100-1205-7780	U.S. BANK	A/C Office iPhone Case (Amazon)	6272022BV		38.22
100-1205-7780	U.S. BANK	A/C iPad Screen Protector (Amazon)	6272022BV		48.48
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Merengue)	6272022BV		33.63
100-1205-7780	U.S. BANK	A/C Field iPad Charging Stations (Amazon)	6272022BV		276.36
100-1205-7780	U.S. BANK	A/C Field iPad Chargers & Cables (Amazon)	6272022BV		147.41
100-1205-7780	U.S. BANK	Square Card Readers-Rabies Clinic	6272022BV		108.05
100-1205-7780	U.S. BANK	Rabies Clinic Pens (Amazon)	6272022BV		14.31
100-1205-7780	U.S. BANK	CERT First Aid Flag (Amazon)	6272022BV		82.69
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Smart & Final)	6272022BV		61.84
100-1205-7780	U.S. BANK	Rabies Clinic 6/18/22 (Tropicana Mkt)	6272022BV		222.62
100-1205-7980	U.S. BANK	Fish Fire/EOC Food 6/12/22 (Monrovia Pizza)	6272022BV		33.93
100-1205-7980	U.S. BANK	Active Shooter Training-COH (Raffi's Catering)	6272022BV		77.18
100-1205-7980	U.S. BANK	Tutoring/Mentoring Camping Trip (Smart & Final)	6272022BV	202211/1205-7980-Live Scan/A...	66.43

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7980	U.S. BANK	iPhone & Laptop Chargers (Best Buy)	6272022BV		83.77
100-1205-7980	U.S. BANK	Tutoring/Mentoring Camping Trip (Costco)	6272022BV	202211/1205-7980-Live Scan/A...	409.38
100-1205-7980	U.S. BANK	CSO Interviews 6/21/22 (Raffi's Catering)	6272022BV		70.56
100-1405-7610	U.S. BANK	Interview Panel Lunch 5/31/22 (Old Spaghetti)	6272022CH		130.21
100-1405-7612	U.S. BANK	Lg Data File Transfer (Hightail)	6272022CH		15.99
100-1405-7613	U.S. BANK	ADV Covenant Agreement(Castillo Mobile Notary)	6272022CH		65.00
100-1410-7610	U.S. BANK	Gerard Batista Lunch Mtg 6/1/22 (MSA)	6272022CH		20.70
100-1410-8030	U.S. BANK	Rubber Curb Ramp (Discounttramps.com)	6272022CH		2,846.92
100-1020-7726	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 6/13/22 - 7/12/22	6272022KP		34.99
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/12/22 - 7/11/22	6272022KP		4.99
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/12/22 - 7/11/22	6272022KP		5.00
100-1805-7612	U.S. BANK	San Gabriel Valley Tribune Monthly Subscription	6272022KP		18.00
100-1805-7614	U.S. BANK	Deposit Bags (Amazon)	6272022KP		20.94
100-1805-7614	U.S. BANK	Office Supplies (Amazon)	6272022KP		45.98
100-1805-7980	U.S. BANK	Microsoft 365 5/27/22 - 6/26/22	6272022KP		12.00
100-1810-7610	U.S. BANK	Staff Mtg 6/16/22 Refreshments (T Burgers)	6272022KP		61.99
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Cafe Lemon)	6272022KP		47.47
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/Councilmember (Coffee Bean)	6272022KP		38.39
100-1810-7671	U.S. BANK	Deputy City Clerk Job Posting (City Clerks Assoc)	6272022KP		200.00
100-1815-7632	U.S. BANK	Finance Webinar 6/7/22 - 7/6/22 (Zoom)	6272022KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 6/13/22 - 7/12/22	6272022KP		658.75
100-1815-7830	U.S. BANK	Vonage-SC Elevator 911 5/10/22 - 6/9/22	6272022KP		22.82
100-1825-7613	U.S. BANK	Dog License Paper (Amazon)	6272022KP		39.48
100-1825-7613	U.S. BANK	Copier Paper (Amazon)	6272022KP		64.43
100-1825-7613	U.S. BANK	Copier Paper (Amazon)	6272022KP		91.51
Vendor 4484 - U.S. BANK Total:					8,859.56
Vendor: 6394 - UNION STATION HOMELESS SERVICES					
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 1/2022	1		6,112.47
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 2/2022	2		6,140.56
100-1205-7760	UNION STATION HOMELESS SE...	Homeless Services 3/2022	3		6,493.44
Vendor 6394 - UNION STATION HOMELESS SERVICES Total:					18,746.47
Vendor: T4510 - VERONICA JIMENEZ					
100-4302	VERONICA JIMENEZ	Citation Overpayment	DU020015953		60.00
Vendor T4510 - VERONICA JIMENEZ Total:					60.00
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	7/2022		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Fund 100 - GENERAL FUND Total:					1,415,624.70

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2225-7980	JCL TRAFFIC SERVICES	Street Signs/Safety Cones/Supplies	115096		3,841.11
Vendor 3957 - JCL TRAFFIC SERVICES Total:					3,841.11
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
220-2205-8070	SUPERIOR PROPERTY SERVICES ...	Protection for Wayfinding Signs	17342		1,700.00
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,700.00
Fund 220 - GAS TAX FUN Total:					5,541.11
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Sweeping 6/2022	207784		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2435-7920	BRIGHTVIEW LANDSCAPE SERVI...	Ridgecrest Debris Basin Clean-up	7946278		2,850.00
240-2425-7913	BRIGHTVIEW LANDSCAPE SERVI...	Hearthstone Brush Clearance	7978690		3,500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					6,350.00
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2435-7887	COUNTY OF LOS ANGELES AGRIC...	Gopher Control Ridgecrest LLD 5/2022	221858A		189.22
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					189.22
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	KITS Monitoring 5/2022	22061307021		413.92
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Brycedale/Hunt Dr Traffic Signal 5/2022	22061307041		1,045.66
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,459.58
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
240-2434-7887	HOME DEPOT CREDIT SERVICES	Citrus Villas LLD Landscape Replacement	5305205		310.51
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					310.51
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2433-7887	LANDSCAPE WAREHOUSE III	Buena Vista Villas Irrigation Repairs	4171695		909.39
240-2422-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs/Replacement- Encanto Pkwy LLD	4171778		237.24
240-2423-7887	LANDSCAPE WAREHOUSE III	Irrigation Repairs/Replacement- Amberwood LLD	4171778		237.24
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					1,383.87
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Trail	7752		589.89
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	8138		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Mountain Ave Median	8139		401.81
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Highland Ave Landscape	8140		472.64
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Central Ave Median	8141		125.00
240-2435-7887	RUDY'S PLUMBING INC	Backflow Testing-Ridgecrest LLD	8142		125.00
240-2433-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Buena Vista Villas LLD	8143		423.19
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Landscape	8144		423.19
240-2425-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Hearthstone LLD	8145		423.19

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Northview Park	8146		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Replacement-Central Ave Landscape	8148		914.45
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Kendrick Tract LLD	8149		2,996.27
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Royal Oaks Landscape	8150		1,030.49
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	8159		125.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					8,300.12
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					18,777.30
Fund: 270 - PAEG - PUBLIC ACCESS					
Vendor: 6235 - AVIDEX INDUSTRIES LLC					
270-2705-8100	AVIDEX INDUSTRIES LLC	Council Dais Monitors	081010		4,754.38
Vendor 6235 - AVIDEX INDUSTRIES LLC Total:					4,754.38
Vendor: 4286 - MAXTREME INC					
270-2705-8100	MAXTREME INC	Council AV Room TV/TV Mount	13615		1,113.50
Vendor 4286 - MAXTREME INC Total:					1,113.50
Fund 270 - PAEG - PUBLIC ACCESS Total:					5,867.88
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'...	Sheriff Contract 5/2022	223131LL		32,183.33
290-2905-7785	LOS ANGELES COUNTY SHERIFF'...	Theft/Burglary Suppression 5/9/22 - 5/23/22	223235LL		1,352.87
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					33,536.20
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					33,536.20
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	39th Installment of 3rd Bus 6/2022	F2802-0622		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2022	SI008833		26,045.50
Vendor 3192 - FOOTHILL TRANSIT Total:					29,932.55
Fund 440 - PROPOSITION A TRANSIT FUND Total:					29,932.55
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 4/2022	2202053		97.75
Vendor 0903 - CITY OF MONROVIA Total:					97.75
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	39th Installment of 3rd Bus 6/2022	F2802-0622		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2022	SI008833		21,309.95
Vendor 3192 - FOOTHILL TRANSIT Total:					24,490.26
Fund 460 - PROPOSITION C TRANSIT FUND Total:					24,588.01
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
Vendor: 1035 - US BANK NATIONAL ASSOCIATION					
520-1100	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment (Cash on Hand)	2021707		-0.33
520-5205-8340	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment	2021707		74,763.66
520-5205-8350	US BANK NATIONAL ASSOCIATI...	COPS 2013 Final Payment	2021707		751.37
Vendor 1035 - US BANK NATIONAL ASSOCIATION Total:					75,514.70
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					75,514.70

Council Warrant Register By Vendor

Payment Dates: 6/30/2022 - 7/13/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 680 - Duarte Housing Authority					
Vendor: 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST					
680-6805-7980	SAN GABRIEL VALLEY REGIONAL...	FY23 SGVRHT Annual Dues	FY23-RHT-08		10,140.45
Vendor 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST Total:					10,140.45
Fund 680 - Duarte Housing Authority Total:					10,140.45
Grand Total:					1,619,522.90

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,415,624.70
220 - GAS TAX FUN	5,541.11
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	18,777.30
270 - PAEG - PUBLIC ACCESS	5,867.88
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	33,536.20
440 - PROPOSITION A TRANSIT FUND	29,932.55
460 - PROPOSITION C TRANSIT FUND	24,588.01
520 - TOWN CENTER DEBT SERVICE FUND	75,514.70
680 - Duarte Housing Authority	10,140.45
Grand Total:	1,619,522.90

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7642	Travel & Exp - Finlay	1,819.85
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7980	Other Expenses	371.54
100-1015-7680	City Attorney Legal	10,823.52
100-1015-7686	Other Legal Services	1,536.50
100-1020-7710	Chamber Of Commerce	94,150.00
100-1020-7712	Community Information (...)	8,551.28
100-1020-7718	City Newsletter	1,300.00
100-1020-7722	City Website	21,182.25
100-1020-7726	Council Cablecasting	34.99
100-1025-7696	SGV Council Of Governmnt	13,890.57
100-1025-7699	League Of Calif Cities	1,113.00
100-1025-7706	MADIA	300.00
100-1205-7610	Travel, Mtgs & Conf	193.50
100-1205-7614	Office Supplies	24.10
100-1205-7615	Emergency Supplies	3,435.80
100-1205-7636	Uniforms	538.67
100-1205-7650	Vehicle Maintenance	1,252.68
100-1205-7760	Homeless Outreach Progr...	23,931.67
100-1205-7761	Parking Ticket Collect	2,069.73
100-1205-7762	Parking Pass Kiosk Costs	440.18
100-1205-7779	Youth Programs	1,660.06
100-1205-7780	Animal Control	1,085.13
100-1205-7781	Contract Law Enforcement	393,976.30
100-1205-7782	Crossing Guard Contract ...	1,366.17
100-1205-7787	Public Safety Cntr Lease	12,881.37
100-1205-7823	Code/Animal Control Data...	8,709.27
100-1205-7980	Other Expenses	949.03
100-1211	Computer Loan Program	2,026.26
100-1405-7610	Travel, Mtgs & Conf	130.21
100-1405-7612	Publications and Dues	15.99
100-1405-7613	Duplications And Photos	65.00
100-1405-7650	Vehicle Maintenance	94.00
100-1405-7801	Industrial Waste Inspecti...	2,932.24
100-1405-7965	Professional Services	1,722.50
100-1405-7969	City Engineer	8,680.00
100-1405-8100	Other Capital Improvemnts	2,704.63
100-1410-7610	Travel, Mtgs & Conf	20.70
100-1410-7636	Uniforms	467.18
100-1410-7650	Vehicle Maintenance	1,230.73

Account Summary

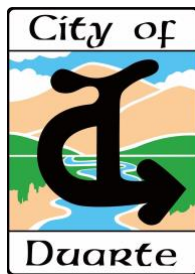
Account Number	Account Name	Payment Amount
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,141.75
100-1410-7815	Brush Clearance	21,868.33
100-1410-7980	Other Expenses	239.16
100-1410-8030	Other Equipment (Capital)	2,846.92
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	105.26
100-1605-7636	Uniforms	59.38
100-1605-7650	Vehicle Maintenance	270.08
100-1605-7693	Youth Council	874.15
100-1605-7729	Concerts In The Park	7,139.14
100-1605-7733	Senior Center	424.52
100-1605-7735	Teen Center	1,605.00
100-1605-7736	Youth & Adult Recreation...	168.00
100-1605-7739	Publicity	1,377.78
100-1605-7740	Day Camps	1,936.09
100-1605-7741	Sports/Playground Progr...	907.73
100-1605-7745	Boxing Program	2,584.00
100-1605-7758	Independence Day Celebr...	13,634.43
100-1605-7980	Other Expenses	1,871.25
100-1610-7616	Pool Supplies	1,080.45
100-1610-7617	Pool Chemicals	742.21
100-1610-7618	Building Supplies	2,031.37
100-1610-7650	Vehicle Maintenance	984.46
100-1610-7652	Building Maint Services	357.44
100-1610-7660	Other Services	2,835.00
100-1805-7612	Publications and Dues	18.00
100-1805-7614	Office Supplies	370.65
100-1805-7965	Professional Services	1,100.00
100-1805-7980	Other Expenses	12.00
100-1810-7610	Travel, Mtgs & Conf	147.85
100-1810-7671	Recruiting Advertisements	200.00
100-1810-7980	Other Expenses	403.20
100-1815-7632	Software Maintenance	13,219.25
100-1815-7821	Personal Computer Suppo...	553.00
100-1815-7830	Telephones	1,972.97
100-1815-7980	Other Expenses	11,500.40
100-1815-8011	Computer Equipment (Cap..	4,309.70
100-1820-7771	Repair Of City Property	358.31
100-1820-7772	Liability Coverage	258,332.00
100-1820-7773	Worker's Comp Coverage	250,214.00
100-1820-7775	Property Coverage	71,110.00
100-1820-7776	Faithful Performance Bond	1,135.00
100-1825-7072	Pension Rate Stabilization...	44,000.00
100-1825-7613	Duplications And Photos	293.52
100-1825-7614	Office Supplies	29.70
100-1825-7630	Equipment Lease	1,732.47
100-1825-7631	Equipment Maintenance	591.77
100-1825-7674	Retiree Health Insurance	3,525.00
100-1825-7688	Oil Recycling Grant	2,897.28
100-2012	Green Building Fees Payab..	1,901.00
100-2023	EE City Kitty Contributions	250.00
100-2120	Refundable Deposits	800.00
100-2121	Pass Through Deposits	6,983.98
100-2127	Retention Payable	75,382.83
100-4302	Parking Citations	60.00
100-4403	Swimming Pool Rentals	200.00

Account Summary

Account Number	Account Name	Payment Amount
100-4801	Youth & Adult Recreation...	916.50
100-5004	Other Revenue	-36,390.10
220-2205-8070	Street Improvements (Cap...	1,700.00
220-2225-7980	Other Expenses	3,841.11
240-2405-7890	Repairs-Traffic Signal	1,459.58
240-2410-7662	Other Serv-Citywide	3,805.66
240-2410-7663	Other Serv-Medians	526.81
240-2420-7887	Repairs & Replacements	2,996.27
240-2422-7887	Repairs & Replacements	237.24
240-2423-7887	Repairs & Replacements	237.24
240-2425-7887	Repairs & Replacements	423.19
240-2425-7913	Brush Clearance	3,500.00
240-2426-7810	Street Sweeping	784.00
240-2433-7887	Repairs & Replacements	1,332.58
240-2434-7887	Repairs & Replacements	310.51
240-2435-7887	Repairs & Replacements	314.22
240-2435-7920	Debris Basin/Storm Drain ...	2,850.00
270-2705-8100	Other Capital Improvemnts	5,867.88
290-2905-7781	Contract Law Enforcement	32,183.33
290-2905-7785	Special Events Patrol	1,352.87
440-4405-7960	Foothill Transit Operations	26,045.50
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7650	Vehicle Maintenance	97.75
460-4605-7960	Foothill Tranist Operations	21,309.95
460-4605-8013	Vehicles (Capital)	3,180.31
520-1100	Cash/Invest- Fiscal Agent	-0.33
520-5205-8340	Principal Payments	74,763.66
520-5205-8350	Interest Expense	751.37
680-6805-7980	Other Expenses	10,140.45
Grand Total:		1,619,522.90

Project Account Summary

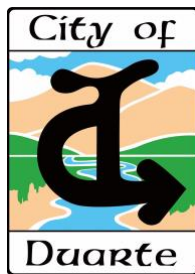
Project Account Key	Payment Amount
None	1,325,454.21
202102-Cap Improv-CH CDBG ADA Improvement	2,704.63
202201/1825-7688/Exp-Used Oil Grant-OPP11-20-0016	2,355.55
202205/1205-7781-ARPA-Coronavirus Recovery Fed	212,019.83
202211/1205-7980-Live Scan/APU Tutors/DUSD FY21-22	475.81
202212-Pass Thru Dep-Solana MBK Site B	230.00
202301/1825-7688/Exp-Used Oil Grant-OPP12-21-0016	541.73
DMGE072-City Signal Light Pole-NW BV/Central	358.31
Retention- 202017	75,382.83
Grand Total:	1,619,522.90



**PARKS AND RECREATION
STATUS REPORT
July 2022**

PROJECT/PROGRAM		STATUS
<u>YOUTH AND SENIOR PROGRAMS</u>		
Little All Stars Soccer	There's still space to register for our upcoming Little All Star Soccer program, which starts August 4. The program is for ages 4 – 7, and meets twice a week, Thursday's and Saturday's, at Otis Gordon Sports Park. To register or for more information, visit ACCESSDUARTE.COM .	
Teen Adventure Camp	From July 25 – 30, the Teen Center will be offering a Teen Adventure Week Camp from 9 AM to 4 PM. The camp will travel daily to various places throughout LA County, like Hollywood, Venice Beach, Warner Brothers Studios and more. To register, visit ACCESSDUARTE.COM .	
Fresh Fridays at the Senior Center	Join us every Friday in August at the Duarte Senior Center for Fresh Fridays. Beat the heat by staying cool and enjoying some fun activities and refreshing treats. On August 5, we'll have Magician Arty Loom and Kona Shave Ice. August 12, there will be a salsa demonstration and ice cream sundaes. On August 19, we'll keep cool at the Duarte pool while learning about water safety with a BBQ lunch to follow. All these events are \$2 each for residents and \$4 for nonresidents and will take place from 1 – 3 PM. The Center will conclude its Fresh Fridays on August 26, when it hosts its annual Hawaiian Luau, which includes a traditional luau dinner and entertainment provided by the South Bay Polynesian Dancers. This event will be \$20 for residents and \$25 for nonresidents. Register today online at ACCESSDUARTE.Com or in-person at the Senior Center, as space is limited.	
<u>SPECIAL EVENTS</u>		
Summer Concerts in the Park Series	The Department's 2022 Summer Concerts in the Park series starts on Wednesday, July 13. This year's series will take place at Beardslee Park, and we'll have a live DJ, activities, food trucks, and vendors from 6 – 9 PM and the headlining band will take the stage from 7 – 9 PM. This year's lineup includes: July 13 – The Wise Guys Big Band July 27 – Blue Breeze Band August 10 – Suave the Band	
Family Dive-In Movie & BBQ Dinner	Grab your swimsuit, beach chair, and the whole family for our upcoming Family Dive-In Movie in the Duarte Pool, screening Disney's <i>Luca</i> . Advance registration is required for this event, as admission includes a BBO dinner. Residents 12 and under are \$15 and	

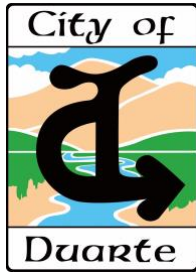
	residents 13+ are \$20. Nonresidents 12 and under are \$20 and nonresidents 13+ are \$25. Register today at the Duarte Fitness Center or at ACCESSDUARTE.COM .
Touch-A-Truck	Grab the kids and come out and explore vehicles of all kinds at the Department's annual Touch-A-Truck event on August 6. This free event will be held at the Duarte Civic Center - 1600 Huntington Dr., and feature trucks, fire engines, tractors, and many more. For additional details, call the Parks and Recreation Department at (626) 357-7931.



COMMUNITY DEVELOPMENT STATUS REPORT July 2022

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292 unit apartment. This building will also be the location of the “Duarte Station” sign that will be an icon, located on the roof of the building. Permits issued. Construction slated to begin in October or November.	
City Hall Courtyard Design	Initial bids rejected, and arranged with LACDA to get additional CDBG funding. Ready for bid award. Construction to follow.	
Melcanyon Debris Basin	FEMA recently informed the City that it has awarded a \$1.2 million grant for the construction of a debris basin at the north end of Melcanyon Road. This will require a substantial match from the City, but it will address debris flow from the area that caused a significant mudflow problem a few years ago and still presents some risk.	
Annual Striping Project	Annual project to upgrade pavement markings at the most needed locations in the city. Recently completed.	
Town Center North	Staff has put the existing deal with Arbor Capital Group on hold for a variety of reasons, including the developer’s inability to get agreement with other property owners on required parking lot upgrades and because the Rite Aid property is for sale and a more comprehensive approach is needed. Staff hired Kosmont Associates to assist in developing a plan to coordinate development of the city property with a complete parking lot and façade upgrade of the center. A new property owner has purchased the Rite Aid building and is currently looking for tenants. Staff is working the new owner to encourage a comprehensive property upgrade. This may be a first step in a full center façade upgrade. City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center. Staff has met with property owners and there is interest in participation in a full-scale center renovation.	
<u>DEVELOPMENT</u>		
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive	The project was approved. It is a two-phase project with a total of 178 rooms with 72 in the first phase. Staff recently had a progress meeting with developer and architect. Plans are in Plan Check.	

PROJECT/PROGRAM	STATUS
Esperanza at Duarte Station 1700 Fasana Road	MBK is building a 344 unit luxury apartment building; named Esperanza. Construction is progressing.
Duarte Animal Hospital (2714 Huntington Dr.)	A building renovation is planned to upgrade the look of the building and to enclose the kennel area. Approved by Planning Commission.
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. The development is open and leasing is going well. Dominos will occupy one of the tenant spaces and has submitted tenant improvement plans.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces); Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building; and several other upcoming projects. Generator providing temporary power has allowed Village Rd. signal to begin operation; permanent signal electrical scheduled for mid-June. Assisting City of Hope with SCE and Metro to gain cooperation to install permanent power.
Westminster Gardens	The owner HumanGood has met with Staff over the past few months discussing a major amendment to the existing specific plan. The concept is to develop the corner of Huntington Drive and Santo Domingo with a mixed use building and to expand the current Life Plan Community by at least 300 units. Application filed for a restoration of Morrison House. This project will start prior to the Specific Plan. Environmental work and an historical analysis are now in process.
New Townhouse Development 1401 Santo Domingo Avenue	Proposal is to remove eight existing apartments and replace with a new, 20 unit, townhouse development. Developer recently met with neighbors in adjacent HOA. Planning Commission approved. Approved by Council.
<u>PUBLIC WORKS</u>	
Huntington/ Highland Signal Upgrade	Construction to begin soon (Summer). This improvement will add left turn signal north and south bound, extend the westbound Huntington Drive turn pocket and remove unused westbound turn pocket.
Huntington Drive Pedestrian Lighting	New sidewalk and pedestrian lighting from The Huntington to Buena Vista. Project on hold until next year hoping that the new Rite Aid owner will help to spur major improvements to the center and parking lot.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to located structure in park area under soccer field and permeable paving will be installed in parking lot area. However, cost for initial design is over estimate so a redesign may be needed.



AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Marvin Carpio, Assistant Civil Engineer

SUBJECT: Notice of Completion for Fiscal Year 2021-22 Street Rehabilitation Project

RECOMMENDATION: That the City Council authorize a Notice of Completion for the Fiscal Year 2021-22 Street Rehabilitation Project with Sequel Contractors, Inc.

FISCAL IMPACT: The total project cost was \$459,376.11 from SB1, Sidewalk Improvement and Measure R Funds

BACKGROUND

On February 22, 2022, City Council awarded the contract for Fiscal Year 2021-22 Street Rehabilitation Project to Sequel Contractors, Inc. On March 21, 2022 the contractor began construction of the removal and replacement of the curbs, gutters and full depth asphalt pavement sections. In addition to these repairs, the project included cold milling of two inches of asphalt concrete and resurfacing, adjustment of existing utility covers, replacing pavement striping and markings and refreshing curb painting.

Fiscal Year 2021-22 Street Rehabilitation Project consisted of the following street segments:

1. Melcanyon Rd. from Brookridge Rd. to Royal Oaks Dr.
2. Deerlane Dr. from Greenbank Ave. to Melcanyon Rd.
3. Opal Canyon Rd. from Brookridge Rd. to Melcanyon Rd.
4. Brookridge Rd. from Melcanyon Rd. to Tannencrest Dr.

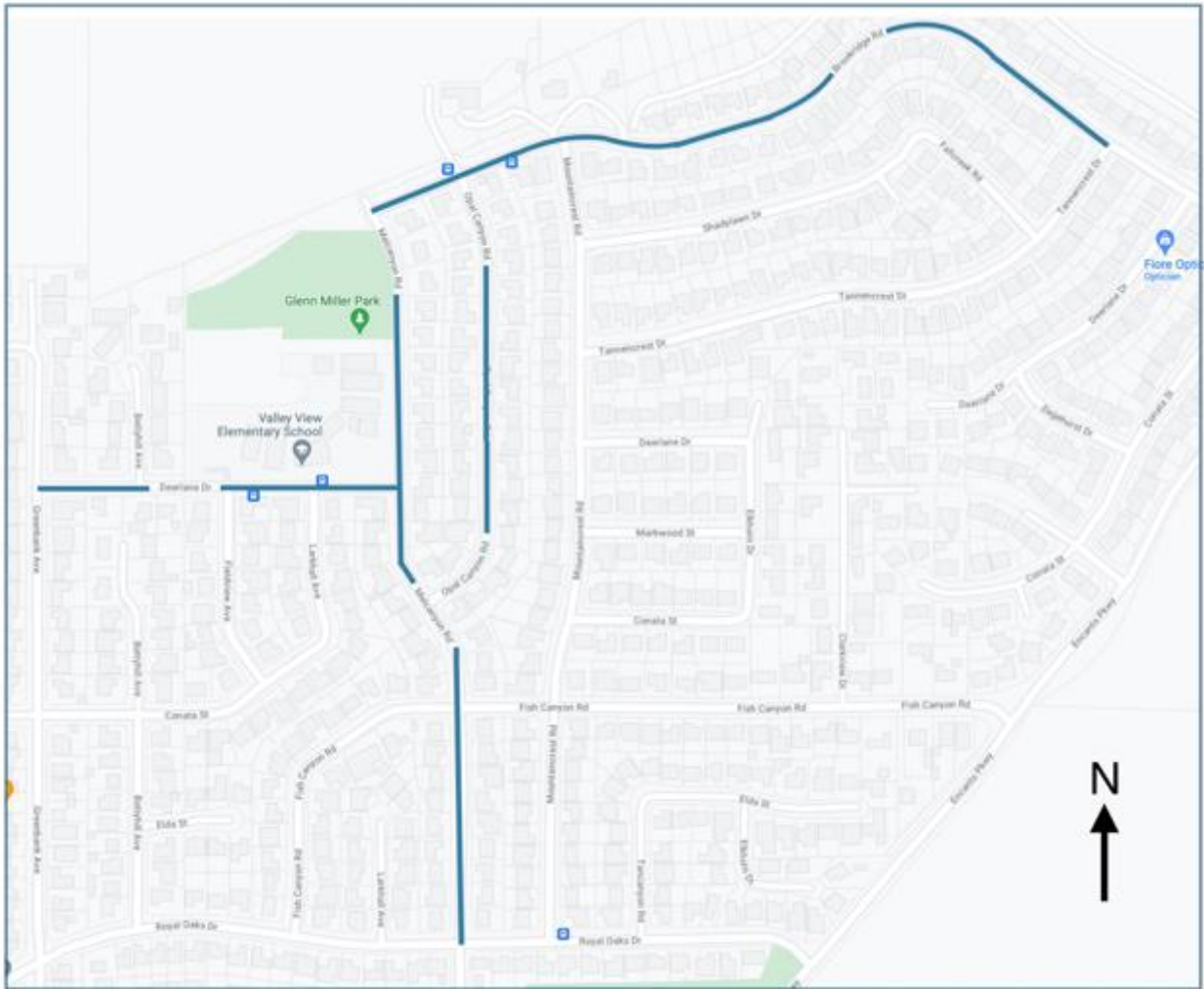
FISCAL IMPACT

The total project cost was \$459,376.11 from SB1, Sidewalk Improvement and Measure R Funds.

RECOMMENDATION

That the City Council authorize a Notice of Completion for the Fiscal Year 2021-22 Street Rehabilitation Project with Sequel Contractors, Inc.

LOCATION MAP

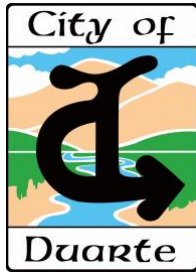


BEFORE



AFTER





AGENDA REPORT

MEETING DATE:

TO: Mayor and Members of the City Council
FROM: Daniel Jordan, City Manager
BY: Victoria Rocha, Assistant to the City Manager
SUBJECT: Approval of the Annual Duarte Chamber of Commerce Services Agreement for FY 2022-23, including one-time financial support for the Duarte Farmer's Market.

RECOMMENDATION: Staff recommends that the City Council approve the FY 2022-23 Services Agreement with the Duarte Chamber of Commerce which includes \$45,100 to support ongoing services provided by the Chamber and a one-time allocation of \$70,000 to be used solely for expenses related to the Duarte Farmer's Market

FISCAL IMPACT: Both the \$45,100 in ongoing support and the one-time allocation of \$70,000 are included in the FY 2022-23 budget process. The Chamber will be paid in two installments, one prior to July 31, 2022 and the other prior to January 30, 2023. The entirety of the one-time allocation of \$70,000 for the Farmer's Market will be paid together with the first installment.

BACKGROUND

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

DISCUSSION/ANALYSIS

Staff believes that an active Chamber helps the City achieve economic development goals and provide services to Duarte's businesses community. Over the past year, the Chamber has worked diligently to support its membership and the broader business community within Duarte despite the difficulties that persist due to COVID-19 pandemic and the related regulation of economic activity. The Chamber has also worked with the City to provide complementary communication, marketing, and development services for businesses.

A major achievement of the Chamber this past year was the opening of the Duarte Farmer's Market in partnership with Santa Teresita on June 1. With the knowledge that Duarte residents have long expressed the desire for a local farmers market, the City Council approved a one-time

appropriation of \$70,000 to support the Chamber's effort. This appropriation is separate from the City's ongoing payment to the Chamber under the annual Services Agreement.

In addition to hosting a weekly farmers market, the Chamber will also continue its traditional services to the Duarte business community, including:

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

RECOMMENDATION

Staff recommends that the City Council approve the FY 2022-23 Services Agreement with the Duarte Chamber of Commerce which includes \$45,100 to support ongoing services provided by the Chamber and a one-time allocation of \$70,000 to be used solely for expenses related to the Duarte Farmer's Market.

FISCAL IMPACT

Both the \$45,100 in ongoing support and the one-time allocation of \$70,000 are included in the FY 2022-23 budget process. The Chamber will be paid in two installments, one prior to July 31, 2022 and the other prior to January 30, 2023. The entirety of the one-time allocation of \$70,000 for the Farmer's Market will be paid together with the first installment.

ATTACHMENTS

Attachment A – FY 2022-23 Services Agreement by and between the City of Duarte and the Duarte Chamber of Commerce

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

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

RECITALS:

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

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

AGREEMENT:

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

1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period July 12, 2022 through June 30, 2023 ("Agreement Term"). The City shall pay the Chamber the sum of \$45,100 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 31, 2022 and the second by January 30, 2023.

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

2. SERVICES

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

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

- 5) Conduct programs such as seminars to help local businesses.
 - 6) Provide the Chamber's financial statements to the City.
 - 7) Include news and other information provided by the City in its various publications.
- B. To implement the services set forth in Paragraph A, the Chamber, among its other activities, shall provide the following specific services:
- 1) Referral Service – The Chamber shall recommend its members to callers asking for goods and services.
 - 2) Publicity and Promotion - Activities include Chamber mixers, ribbon-cutting business openings, announcements by email, publication of print and/or digital media.
 - 3) Networking – The Chamber shall establish Committees and present various Chamber functions to provide members with an opportunity to meet and work with other members of the business, civic, and residential community.
 - 4) Information – The Chamber office shall provide all who inquire with information about business opportunities within the City and shall respond to a variety of queries from the general public regarding the community.
 - 5) Advertising – The Chamber, through print and/or digital media, the Chamber website, email, and the Duarte Business Directory, shall provide businesses with a means of advertising their goods, discounts and services to the local community.
 - 6) Seminars/Workshops – The Chamber shall provide members of the business community with help and insight into business matters. Special programs and activities shall be developed to answer the needs of local businesses and assist members in their efforts to be successful.
- C. The following additional terms are hereby agreed to by Chamber and City:
- 1) That the Chamber is a non-profit business organization.
 - 2) That the Chamber is the voice and the advocate for its members and, as such, is charged with the responsibility of keeping its members informed and updated on issues that affect the business community.
 - 3) That it is appropriate for the Chamber to speak on behalf of its members and advocate the interests, desires, and concerns of its members.

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

3. ONE-TIME FINANCIAL SUPPORT FOR DUARTE FARMER'S MARKET. For this Agreement Term only, the City shall pay the Chamber sum of \$70,000 ("One-Time Allocation") to be used solely for expenses related to the Duarte Farmer's Market. The Chamber shall place the One-Time Allocation set forth in Section 3 in a separate account from other Chamber revenues. During the Agreement Term, the Chamber shall provide the Duarte City Manager's Office with a quarterly report detailing the expenditure of the One-Time Allocation and the financial performance of the Duarte Farmer's Market.

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

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

6. LITIGATION MATTERS; ATTORNEY'S FEES. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any

other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Chamber be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Chamber shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

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

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

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

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

11. NO JOINT VENTURE; NO BENEFITS. By this Agreement neither City nor

Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness of any employee arising out of performing services hereunder.

12. COVENANT AGAINST DISCRIMINATION. Chamber covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

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

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

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

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

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

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

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

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

CITY OF DUARTE

Margaret Finlay, Mayor

ATTEST:

Annette Juarez, City Clerk

DUARTE CHAMBER OF COMMERCE

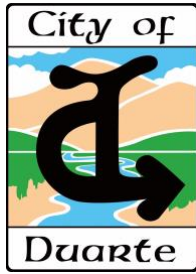
Shoshana Puccia, Executive Director/CEO

Exhibit A

City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

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



Agenda Item: 7H

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE:

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

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

RECOMMENDATION: Staff recommends that the City Council approve and authorize the City Manager to execute on behalf of the City a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2022 through June 30, 2023

FISCAL IMPACT: The sublease agreement for 2022-23 is set at a monthly rate of \$500, generating approximately \$6,000 in annual revenue.

BACKGROUND

The Duarte Chamber of Commerce currently subleases a 1,674-sq. ft. space located at 1735 Huntington Drive. They have been at this location for three years and currently pay \$500 a month in rent, in addition to utilities including cable, telephone, internet, and electricity. The City leases 1735 Huntington Drive for \$2,122 per month as of March 1, 2022.

DISCUSSION/ANALYSIS

City staff is proposing to continue subleasing 1735 Huntington Drive to the Duarte Chamber of Commerce in an effort to support their work in promoting the Duarte business community. All aspects of the sublease would remain the same as the FY 2021-22 contract including \$500 a month in rent, payment of all utilities, maintenance of million-dollar insurance coverage policies in the areas of liability, property and worker's compensation, and a one-year term to coincide with the Services Agreement approval process. Also continued forward from last year, the Chamber agrees that they shall not have designated spaces in the adjoining parking lot and shall share both on- and off-street parking. To the extent the Chamber and their guests use any available on-street parking, they shall comply with all applicable City of Duarte parking regulations.

The City's lease agreement with Alan and Joan Djanogly expires on February 28, 2023. City staff will need to begin the negotiation process to extend the contract between December 2022 and February 1, 2023.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute on behalf of the City a sublease agreement with the Duarte Chamber of Commerce in the amount of

\$500 per month, effective July 1, 2022 through June 30, 2023

FISCAL IMPACT

The sublease agreement for 2022-23 is set at a monthly rate of \$500, generating approximately \$6,000 in annual revenue.

ATTACHMENTS

Attachment A – Building Sub-Lease City of Duarte & Duarte Chamber of Commerce FY 2022-23 Agreement

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

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

THIS BUILDING SUBLEASE ("Lease") is made and entered into as of July 1, 2022 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

RECITALS:

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

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

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

SUBLEASE:

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

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

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

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

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

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

ARTICLE 2 TERM

2.1 Commencement and Duration. The term ("Term") of this Sub-Lease shall commence as of July 1, 2022 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Sub-Lease or by operation of law), on June 30, 2023.

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

ARTICLE 3 RENT

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

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

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

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

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

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

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

ARTICLE 4 INDEMNIFICATION & LIENS; INSURANCE

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

4.2 Insurance.

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

reason, Tenant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section. Tenant agrees to provide immediate written notice to Landlord of any claim or loss against Tenant. Landlord assumes no obligation or liability by such notice but has the right to monitor the handling of any such claim or claims if they are likely to involve Landlord.

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

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

ARTICLE 5 USE OF THE PREMISES

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

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

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

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

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

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

ARTICLE 6 DAMAGE OR DESTRUCTION

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

ARTICLE 7 ASSIGNMENT AND SUBLETTING

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

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

ARTICLE 8 PERFORMANCE OF TENANT'S COVENANTS

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

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

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

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

ARTICLE 9 HAZARDOUS MATERIALS

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

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

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

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

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

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

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

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

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

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

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

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

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

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

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

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

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

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

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

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

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

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

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

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

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

ARTICLE 12. ENTRY BY LANDLORD

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

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

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

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

ARTICLE 14 REPAIRS AND MAINTENANCE

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END—SIGNATURE PAGE FOLLOWS]

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

CITY OF DUARTE

Margaret Finlay, Mayor

ATTEST:

Annette Juarez, City Clerk

DUARTE CHAMBER OF COMMERCE

Shoshana Puccia, Executive Director/CEO



Proclamation

PARKS MAKE LIFE BETTER MONTH

WHEREAS, Parks and Recreation **promotes physical, emotional and mental health and wellness** through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation **supports the economic vitality of communities** by partnering with local businesses and non-profits, and offering events for resident's engagement; and

WHEREAS, Parks and Recreation **creates memorable experiences** through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond ; and

WHEREAS, Parks and Recreation **fosters social cohesiveness** in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation **supports human development** and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation **strengthens community identity** by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and

WHEREAS, Parks and Recreation **facilitates community problem and issue resolution** by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, Parks and Recreation **sustains and stewards our natural resources** by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

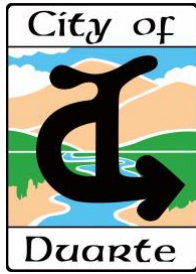
WHEREAS, Parks and Recreation **supports safe, vibrant, attractive, progressive communities** that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, Parks and Recreation remains **versatile and innovative** in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS, the California Park and Recreation Society has released a statewide public awareness campaign "Parks Make Life Better!" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.

NOW THEREFORE BE IT RESOLVED, that the City of Duarte hereby proclaims July 2022 as **PARKS MAKE LIFE BETTER MONTH** in the City of Duarte, and recognizes the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all.

Margaret Finlay, Mayor



AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Approval of All City Management Services Agreement for Crossing Guard Services

RECOMMENDATION: It is recommended that the City Council authorizes the City Manager to execute the All City Management Services Agreement for Crossing Guard Services

FISCAL IMPACT: The All City Management Services Agreement is included in the FY 2022-23 General Fund Expense Account 1205-7782. The total contract cost is \$91,077, but fifty percent (50%) of that cost is reimbursed to the City from the Duarte Unified School District and the California School of the Arts, resulting in a net cost to the City of \$45,539

BACKGROUND

In 2019, the City elected to contract with All City Management Services (ACMS) for crossing guard services. Prior to 2019, the City hired and trained crossing guards and shared the costs with the Duarte Unified School District (DUSD) and the California School of the Arts (CSArts). That cost-sharing arrangement continues, with DUSD and CSArts reimbursing the City for fifty percent (50%) of the City's contract cost.

DISCUSSION/ANALYSIS

The City and ACMS negotiate an agreement annually for crossing guard services. The City also has separate agreements with DUSD and CSArts that stipulate the approval of the City-ACMS agreement and the 50% cost-share arrangement. The City's agreements with DUSD and CSArts remain in full force and effect until either party requests an adjustment or modification. For FY 2022-23, there are slight modifications to the agreement between the City and DUSD, and that modified agreement is explained and presented for City Council approval in a separate staff report.

The City's Public Safety Department works collaborative with DUSD and CSArts to determine crossing guard locations and the hours of operation at each site. DUSD has requested four crossing guards for the 2022/2023 school year at the following locations:

- Royal Oaks Drive at Crestfield Drive (Royal Oaks School)
- Mt. Olive Drive at Royal Oaks Drive (Royal Oaks School)
- Buena Vista Street at Kellwil Way (Beardslee School)

- Mel Canyon Road at Deerlane Drive (Valleyview School)

CSArts has requested two crossing guards for the 2022/2023 school year at the following locations

- Highland Avenue at the PAC Driveway
- Central Avenue at Highland Avenue

RECOMMENDATION

It is recommended that the City Council authorizes the City Manager to execute the All City Management Services Agreement for Crossing Guard Services.

FISCAL IMPACT

The All City Management Services Agreement is included in the FY 2022-23 General Fund Expense Account 1205-7782. The total contract cost is \$91,077, but fifty percent (50%) of that cost is reimbursed to the City from the Duarte Unified School District and the California School of the Arts, resulting in a net cost to the City of \$45,539

ATTACHMENTS

Attachment A – ACMS Agreement for Crossing Guard Services



ALL CITY MANAGEMENT SERVICES

May 4, 2022

Larry Breceda
City of Duarte
1042 Huntington Drive Duarte, CA 91010

Dear Larry Breceda,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1007804

Billing Rate for 2022/2023: \$28.11

City of Duarte
1042 Huntington Drive
Duarte, CA 91010

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		18		180		\$28.11	=	\$91,076.40
6	Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

3240

TOTAL ANNUAL PROJECTED COST

\$91,076.40



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May __, 2022 and is between the CITY OF DUARTE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City of Duarte.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-eight Dollars and Eleven Cents **(\$28.11)** per hour, per Crossing Guard during the term. Based on a minimum of six (6) sites and upon a projected (3,240) hours of service the cost shall not exceed Ninety-one Thousand, Seventy-seven Dollars (\$91,077.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Duarte

All City Management Services, Inc.

By _____
Signature

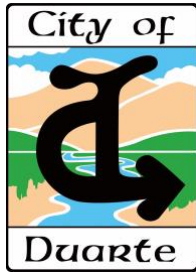
By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

8



Agenda Item: 7K

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Approval of the Amended Agreement with Duarte Unified School District for Crossing Guard Services

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Amended Agreement with Duarte Unified School District Amended for Crossing Guard Services

FISCAL IMPACT: The Duarte Unified School District (DUSD) will reimburse the City for fifty percent (50%) of the cost of crossing guard services provided at the four (4) sites requested by DUSD. This will result in payments to the City from DUSD of approximately \$30,359, and the impact of these payments is included in the City's FY 2022-23 Budget.

BACKGROUND

In 2019, the City elected to contract with All City Management Services (ACMS) for crossing guard services. Prior to 2019, the City hired and trained crossing guards and shared the costs with the Duarte Unified School District (DUSD) and the California School of the Arts (CSArts). That cost-sharing arrangement continues, with DUSD and CSArts reimbursing the City for fifty percent (50%) of the City's contract cost.

DISCUSSION/ANALYSIS

The City and ACMS negotiate an agreement annually for crossing guard services. The City also has separate agreements with DUSD and CSArts that stipulate the approval of the City-ACMS agreement and the 50% cost-share arrangement. The City's agreements with DUSD and CSArts remain in full force and effect until either party requests an adjustment or modification.

For FY 2022-23, DUSD has requested a modification to the agreement. They are requesting to eliminate the position at Central Avenue and Crestfield Drive (Andres Duarte School). This will reduce the number of crossing guards from five positions to four. The four positions remaining will be as follows:

- Royal Oaks Drive at Crestfield Drive (Royal Oaks School)
- Mt. Olive Drive at Royal Oaks Drive (Royal Oaks School)
- Buena Vista Street at Kellwil Way (Beardslee School)
- Mel Canyon Road at Deerlane Drive (Valleyview School)

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute the Amended Agreement with Duarte Unified School District Amended for Crossing Guard Services.

FISCAL IMPACT

The Duarte Unified School District (DUSD) will reimburse the City for fifty percent (50%) of the cost of the crossing guard services provided at the four (4) sites requested by DUSD. This will result in payments to the City from DUSD of approximately \$30,359, and the impact of these payments is included in the City's FY 20022-23 Budget.

ATTACHMENTS

Attachment A – DUSD Amended Agreement for Crossing Guard Services

Attachment B – Map depicting the placement of crossing guards (Exhibit A as listed in signed DUSD agreement)

AGREEMENT

The City of Duarte, hereinafter referred to as the "CITY", and the Duarte Unified School District, hereinafter referred to as the "DISTRICT", do enter into the following Agreement:

WHEREAS, the parties hereto desire to provide for a school crossing guard program at the locations shown in Exhibit "A".

WHEREAS, the parties will contract out for crossing guard services with All City Management Services, Inc. (ACMS), as shown is Exhibit "B", and to specify the respective responsibilities of such program.

NOW, THEREFORE, it is agreed as follows:

SECTION I.

For, and in consideration of, the covenants and conditions to be kept and performed by the CITY, as set forth in this Agreement, the CITY agrees:

- A. To manage a contract with ACMS, to provide crossing guards and to monitor and/or coordinate the school crossing guard attendance, and to schedule substitutes as necessary.
- B. To arrange with ACMS to provide training of crossing guards for locations as shown in Exhibit "A".
- C. To arrange with ACMS to provide the equipment associated with the school crossing guard program.
- D. To bear 50% of the direct and incidental contract costs, associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Royal Oaks Drive at Royal Oaks School
Mt. Olive Drive at Royal Oaks Drive
Buena Vista Street at Kellwil Way
Mel Canyon Road at Deerlane Drive

SECTION II.

For, and in consideration of, the covenants and conditions to be kept and performed by the DISTRICT, as set forth in this Agreement, the DISTRICT agrees:

AGREEMENT

- A. To bear 50% of the direct and incidental contract costs, associated with the school crossing guard program at the following locations, which meet State traffic control warrants:

Royal Oaks Drive at Mount Olive Drive
Crestfield Drive at Royal Oaks Drive
Buena Vista Street at Kellwil Way
Mel Canyon Road at Deerlane Drive

SECTION III.

It is mutually agreed between the parties hereto as follows:

- A. Crossing guards assigned to the location shall not be construed to be traffic controllers.
- B. Crossing guards assigned to the location shall be responsible for pedestrian crossings only.
- C. Crossing guards assigned to the location will work the scheduled 180 days of the school year.
- D. Neither the CITY nor any officer, employee, or agent of the CITY shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any work, authority, or jurisdiction delegated to the DISTRICT under this Agreement. It is also understood and agreed that the DISTRICT shall fully indemnify, defend, and hold the CITY harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the DISTRICT in connection with any work, authority, or jurisdiction delegated to the DISTRICT under this Agreement.
- E. Neither the DISTRICT nor any officer, employee, or agent of the DISTRICT shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement. It is also understood and agreed that the CITY shall fully indemnify, defend, and hold the DISTRICT harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the CITY in connection with any work, authority, or jurisdiction delegated to the CITY under this Agreement.

AGREEMENT

- F. This Agreement shall remain in full force and effect until either party requests an adjustment or modification.
- G. Any adjustments, modifications, or withdrawal from this agreement, shall be preceded by thirty (30) days written notice to the other party.
- H. The effective date of this agreement is July 1, 2022.

CITY OF DUARTE

City Manager

Date

DUARTE UNIFIED SCHOOL DISTRICT



Superintendent

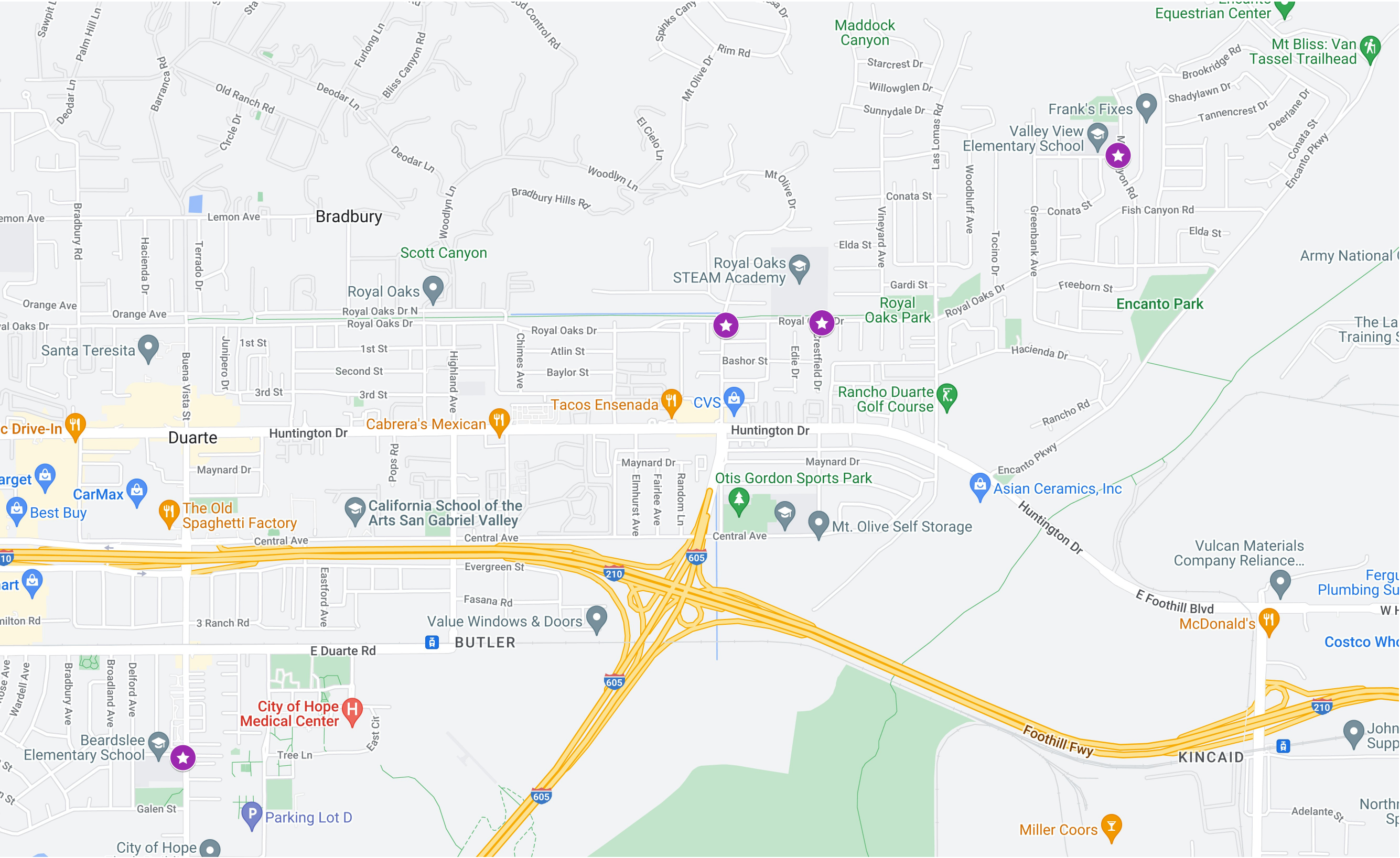
6/10/22

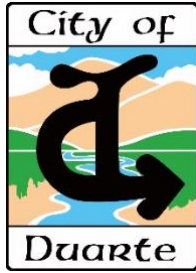
Date

Exhibit A

School District Crossing Guards

- Royal Oaks Dr at Crestfield
- Mt Olive Dr at Royal Oaks Dr
- Buena Vista St at Kellwil Way
- Mel Canyon Rd At Deerlane Dr





Agenda Item: 9A

CM Review: _____
Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Thai Viet Phan, City Attorney

SUBJECT: Discussion of options for filling City Council vacancy

RECOMMENDATION: Staff recommends that the City Council:

1. Discuss options for filling the City Council office made vacant upon the passing of Mayor Pro Tem Tzeitel Paras-Caracci on June 25, 2022, pursuant to California Government Code section 36512, subdivision (b); select to fill the vacancy either by appointment or special election; and
2. Schedule special meetings of the City Council, as appropriate.

FISCAL IMPACT: Filling the vacancy by appointment will have a negligible fiscal impact and can be accommodated within the existing budget. A special election would not increase costs to the City as the Council has already allocated funding for the 2022 General Municipal Election in the Fiscal Year 2022-23 budget.

BACKGROUND

Mayor Pro Tem Tzeitel Paras-Caracci, who represented District 1, passed away on June 25, 2022, creating an immediate vacancy for the District 1 Council seat. As a result, the City Council must address the issue of filling the vacancy by appointment or special election.

DISCUSSION/ANALYSIS

California Government Code, section 36512 subdivision (b) states, "If a vacancy occurs in an elective office . . . the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy." Accordingly, the deadline to fill the District 1 vacancy by appointment or to call a special election is August 24, 2022.

However, because the election of a Councilmember to represent District 1 is slated for the November 8, 2022, election, and the last day to call for an election to be consolidated with the November election is July 17, 2022, calling for an election after July 17th would be untimely. Moreover, even if an election is called by July 17th, the election would take place at the same time as the regularly scheduled general election for District 1.

Therefore, if a person is not appointed to represent District 1, the seat would remain vacant until a new Councilmember is elected at the November 8, 2022, general election under the new District 1 map adopted in 2022 for a four-year term ending on December 8, 2026.

Both options for filling the vacancy, by appointment or through a special election, involve several procedural considerations and time constraints.

Option 1: Appointment

City Council may, within 60 days of the vacancy, appoint a resident of District 1 **as determined under the 2018 election map** to fill the vacancy. Because the vacancy is occurring within the second half of Mayor Pro Tem Paras-Caracci's term, the person appointed to fill the vacancy would hold office until the expiration of her term, which is December 13, 2022. (Gov. Code, § 36512, subd. (b)(2)(B)). If the appointed person seeks a second term, they will have to run for office in the November 8, 2022, general election under the **new District 1 map adopted in 2022**.

If the City Council elects to fill the vacancy by appointment, it has various options. First, the City Council may choose to appoint one of the other candidates who ran for the District 1 Councilmember position in the November 2018 election. Second, the City Council may choose to open the appointment process to any qualified resident of District 1, **as drawn for the 2018 election**. The law does not prescribe a method for accepting, screening, or evaluating applicants for appointment, except that pursuant to the Brown Act, interviews for selecting the candidate must occur in open session.

Should the Council choose the appointment route, staff suggests that it should allow a reasonable time for advertisement and filing of applications, scheduling of interviews, and deliberation on the appointment decision. A proposed schedule for a potential appointment process might look like:

- **July 13th** — Open application period for any resident of District 1. Staff contemplates (subject to City Council direction) that candidates would be required to submit an application along with a resume.
- **August 2nd** — Last day for interested candidates to submit the application and resume.
- **August 9th** — Interview candidates in open session at the regularly scheduled Council meeting.
- **August 23rd** — Vote to appoint the new Councilmember at the regularly scheduled Council meeting.

Option 2: Call for a Special Election

Within 60 days of the vacancy, the City Council may call for a special election for District 1 to fill the office for a term to expire December 13, 2022. The special election must be held on the next regularly established election date not less than 114 days from the call of the special election, which is November 8, 2022. (Cal. Elec. Code, § 1000.)

The City Council has until **July 17, 2022**, to call for a special election in order to include it with the County of Los Angeles's consolidated election scheduled for November 8, 2022. However, because the special election coincides with the election for a new District 1 term, in practice, the "special election" would be a regular election under the **new District 1 map adopted in 2022**.

RECOMMENDATION

Staff recommends that the City Council: 1) Discuss options for filling the City Council office made vacant upon the passing of Mayor Pro Tem Tzeitel Paras-Caracci on June 25, 2022, pursuant to California Government Code section 36512, subdivision (b); select to fill the vacancy either by appointment or special election; and 2) schedule special meetings of the City Council, as appropriate.

FISCAL IMPACT

Filling the vacancy by appointment will have a negligible fiscal impact and can be accommodated within the existing budget. A special election would not increase costs to the City as the Council has already allocated funding for the 2022 General Municipal Election in the Fiscal Year 2022-23 budget.

ATTACHMENTS

1. Proposed Application
2. Resolution calling for an election to fill the District 1 City Council vacancy



City of Duarte
1600 Huntington Drive
Duarte, California 91010
Phone (626) 357-7931

APPLICATION FOR CITY COUNCIL VACANCY – DISTRICT 1

This application is for one City Councilmember vacancy in District #1. The applicant appointed will serve the balance of the term for the seat that was elected in 2018.

**Please submit this application to Duarte City Hall no later than
Tuesday, August 2, 2022, 12:00 NOON**

1. PERSONAL

Name (Last, First, Middle) _____ Phone _____
Home Address (Number and Street) _____ (City, State, Zip Code) _____
Email _____

2. ELIGIBILITY

To be eligible for appointment as a City Councilmember in District #6, the applicant must meet all of the following requirements:

- A United States citizen
- 18 years of age or older
- A registered voter and a resident within District #1

3. RÉSUMÉ AND STATEMENT OF INTEREST

Please submit résumé with this application, and a written statement of not more than two hundred words describing background, qualifications, and objectives in serving on the City Council.

4. ADDITIONAL REQUIREMENTS AND INFORMATION

- **Form 700, Statement of Economic Interests** – Must be filed with the City Clerk pursuant to State Law, and it becomes a matter of public record. The form requires a disclosure of real property (excluding your home), investments other than retirement, certain gifts you may have received, and other financial disclosures. The Form 700 will be provided after appointment.
- **Ethics Training** – All City Councilmembers are required to complete a two-hour Ethics Training course once every two years. Information will be provided upon appointment. The Certificate is kept on file with the City Clerk.
- **Harassment Prevention Training** – All City Councilmembers are required to complete a two-hour training regarding harassment within six months of appointment, and every two years thereafter. Information will be provided upon appointment.

By signing below, I declare under penalty of perjury that the information contained in my application is true and correct, and does not contain any material misrepresentations or omissions.

Date

Signature

RESOLUTION NO. 22-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CALLING FOR THE HOLDING OF AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, TO FILL THE VACANCY FOR DISTRICT 1 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, Government Code section 36512 requires that if a vacancy occurs in an elective office, the City Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy; and

WHEREAS, on June 25, 2022, Mayor Pro Tem Tzeitel Paras-Caracci passed away and created a vacancy for the District 1 Councilmember position; and

WHEREAS, the current term for District 1 ends on December 13, 2022; and

WHEREAS, the next election in which voters may select a Councilmember for District 1 takes place on November 8, 2022;

WHEREAS, the City Council has previously adopted Resolution 22-19 on June 28, 2022, calling for a general municipal election for the purpose of electing Councilmembers to represent Districts 1, 4, 5, and 6, and Resolution 22-20 requesting that the Board of Supervisors of the County of Los Angeles consolidate a general municipal election to be held on November 8, 2022;

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities and the filling of vacancies, the Duarte City Council reaffirms that on June 28, 2022, there was called and ordered to be held in the City of Duarte, California, on Tuesday, November 8, 2022, an election for the purpose of electing a District 1 Councilmember for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk or her designee is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the vote centers for the election shall be open at seven o'clock a.m. (7:00 a.m.) of the day of the election and shall remain open continuously from that time until eight o'clock p.m. (8:00 p.m.) of the same day when the vote centers shall be closed, pursuant to Election Code section 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk or her designee is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code section 15651, subdivision (a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk or City Manager shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk or the City Manager's designee to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED and ADOPTED this 12th day of July 2022.

Margaret Finlay, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

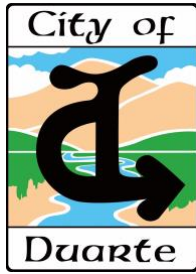
City Clerk/City Manager

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

I, _____, City Clerk/City Manager of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-29 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of July 2022, by the following vote:

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

City Clerk/City Manager



Agenda Item: 9B

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Thai Viet Phan, City Attorney

SUBJECT: Consider Adopting or Calling for an Election Relating to An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a resolution accepting the certificate as to verification of signatures from the Los Angeles County Registrar-Recorder/County Clerk and the certificate of sufficiency from the Elections Official; and
2. Either
 - a. Place for first reading Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; or
 - b. Adopt a resolution calling for a general municipal election on November 8, 2022, for the purpose of submitting to the voters the question of whether to adopt Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; and adopt a resolution to request the County Board of Supervisors consolidate the election relating to Ordinance No. 910 with the November 8, 2022, general municipal election; and
3. If the City Council submits the ordinance to the voters, determine whether to adopt Resolution 22-28 directing the City Attorney to prepare an impartial analysis of the ballot measure.

FISCAL IMPACT: The estimated cost of each action varies, from negligible to upwards of \$50,000, which was included in the Fiscal Year 2022-23 Budget.

BACKGROUND

On February 14, 2022, Proponent Albert Arambula (“Proponent”) filed a Notice of Intent to Circulate Initiative Petition for the Healthcare Workers Minimum Wage Ordinance in the City of Duarte (“Petition”). On March 1, 2022, the City Clerk provided the Proponent with the title and summary as prepared by the City Attorney pursuant to Elections Code section 9203. The Proponent then proceeded to collect signatures for his Petition.

On May 19, 2022, representatives for the Proponent submitted the signatures supporting the Petition. A facial review of the Petition indicated that a total of 1,964 signatures were submitted. The City of Duarte requested assistance from the Los Angeles County Registrar-Recorder/County Clerk (“County”) to verify the submitted signatures and submitted the Petition to the County on May 19, 2022. The City had 30 business days to inform the Proponent whether or not the Petition received enough verified signatures to qualify for City Council consideration.

On June 30, 2022, the City informed the Proponent that the Petition received a total of 1,609 valid signatures to qualify for Council consideration. The Proponent was required to obtain at least 1,325 valid signatures.

The City Council must now take action relating to the Petition.

DISCUSSION/ANALYSIS

Adopt a Resolution Accepting the Certificate as to Verification of Signatures from the County and the Certificate of Sufficiency from the Elections Official

Because the County has provided the City with the count of Petition signatures, the City Council must adopt a resolution accepting the certificate as to verification of signatures from the County and the certificate of sufficiency from the Elections Official. (Elec. Code, §§ 9211, 9114.) The Council then has three options for next steps.

If a petition receives at verified signatures of at least 10% of the electorate in the last gubernatorial election, Elections Code section 9215 **requires** the City to take **one** of the following actions:

1. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented; or
2. Submit the ordinance, without alteration, to the voters; or
3. Order a report pursuant to Elections Code section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election pursuant to subdivision (b).

Adopt the Ordinance

If the City Council seeks to adopt the ordinance without submitting it to the voters, the ordinance would have the same effect as if it were adopted by voters and cannot be repealed without voter

approval. (Elec. Code, § 9216.) Adopting the ordinance would require two readings and the ordinance would go into effect 30 days thereafter.

Submit the Ordinance to the Voters

If the City Council does not adopt the ordinance without alteration, it has a ministerial and mandatory duty to submit the ordinance to voters. To do so, the Council must adopt a resolution to call for an election regarding the Petition. The last day to call for an election relating to ballot measures is August 12, 2022. The City must also adopt a resolution to consolidate the Petition election with the November election by August 12, 2022, and submit such request to the County by no later than 5 p.m. that same day. Thus, staff recommends that actions related to submitting the ordinance occur no later than August 9, 2022, the last regularly scheduled Council meeting before the deadline.

If the City Council decides to submit the ordinance to the voters, it may direct the City Attorney to prepare an impartial analysis of the ordinance at the City's cost. The analysis may not exceed 500 words and will be included in the County of Los Angeles's Voter Guide.

Order a Fiscal Impact Report

Prior to adopting the ordinance or submitting the ordinance to voters, the Council may request a fiscal impact report. The report must be submitted to the Council within 30 days of the request and the Council then has 10 days to take further action. The last day an impact report may be submitted to the Council is August 11, 2022. However, because there is a regular City Council meeting on August 9, 2022, staff recommends that if the Council requests an impact report, it should be reviewed on August 9th.

It has been difficult to find a consultant to conduct a fiscal impact report relating to the Petition, due to complexities relating to the effect of increasing minimum wage for a select group of workers and its potential effect on a large segment of Duarte residents. Moreover, because of these complexities, it would be difficult to return an adequate analysis within the short timeframe provided by state law. Finally, the City would be required to fund the fiscal impact report in addition to any other costs associated with adopting the ordinance or placing it on the ballot.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution accepting the certificate as to verification of signatures from the Los Angeles County Registrar-Recorder/County Clerk and the certificate of sufficiency from the Elections Official; and
2. Either
 - a. Place for first reading Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; or
 - b. Adopt a resolution calling for a general municipal election on November 8, 2022, for the purpose of submitting to the voters the question of whether to adopt Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; and adopt a resolution to request the County Board of

Supervisors consolidate the election relating to Ordinance No. 910 with the November 8, 2022, general municipal election; and

3. If the City Council submits the ordinance to the voters, determine whether to adopt Resolution 22-28 directing the City Attorney to prepare an impartial analysis of the ballot measure.

FISCAL IMPACT

The estimated cost of:

1. Adopting the ordinance by Council vote would be negligible;
2. Submitting the ordinance to the voters is \$49,620, which was already incorporated in the Fiscal Year 2022-23 Budget;
3. Ordering a fiscal impact report is unknown at this time, but will likely cost upwards of \$10,000, and any additional costs relating to adopting the ordinance or submitting it to voters. This action would require an adjustment to the Fiscal Year 2022-23 Budget.

ATTACHMENTS

1. February 14, 2022, Request for Official Ballot Title and Summary/Statement of Proponent for the Healthcare Workers Minimum Wage Ordinance and Notice of Intent
2. February 28, 2022, Initiative Measure Title and Summary Prepared by City Attorney Pursuant to Elections Code Section 9203
3. June 30, 2022, Notification to Proponent of Signature Sufficiency to Qualify for Consideration by the City Council
4. Resolution 22-26 Accepting the Certificate as to Verification of Signatures From the Los Angeles County Registrar of Voters and Certificate of Sufficiency From Elections Official for a Ballot Initiative
 - a. Exhibit A – ROV’s Certificate of Verification
 - b. Exhibit B – Election Official’s Certificate of Sufficiency
5. Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte
6. Resolution 22-26 Calling for a General Municipal Election on November 8, 2022, for the Purpose of Submitting to the Voters the Question of Whether to Adopt An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte
 - a. Exhibit A – Proposed Measure to be Submitted to Voters
7. Resolution 22-27 Requesting the County Board of Supervisors to Consolidate the Election Relating to Ordinance No. 910 with the November 8, 2022, General Municipal Election
8. Resolution 22-28 Directing the City Attorney to Prepare an Impartial Analysis of the Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte

February 14, 2022

Annette Juarez, City Clerk
City of Duarte
1600 Huntington Dr.
Duarte, CA 91010

RECEIVED

FEB 14 2022

CITY OF DUARTE

Dear City Clerk Juarez:

RE: Request for Official Ballot Title and Summary/Statement of Proponent for the
Healthcare Workers Minimum Wage Ordinance

I, Albert Arambula, am a proponent of the initiative measure that is attached to this letter. Pursuant to Elections Code section 9203, I request that officials of the City of Duarte, including the City Attorney, proceed with the process of preparing an Official Ballot Title and Summary with respect to the aforementioned initiative measure.

I hereby appoint the attorneys of the Kaufman Legal Group, including George M. Yin and Elizabeth L. Harte; Suzanne Jimenez; and their designees to be my representatives for all purposes and communications related to this effort.

Correspondences regarding initiative process may be sent to:

George M. Yin
Kaufman Legal Group
777 S. Figueroa Street, Suite 4050
Los Angeles, CA 90017
T: 213-452-6565
E-mail: gyin@kaufmanlegalgroup.com

ACKNOWLEDGMENT
(Per Elections Code § 9608)

I, Albert Ambrula, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.


Name: Albert Arambula
Address: 3527 Brookridge Rd
Duarte, California 91010

Dated this 14 day of February 2022

**NOTICE OF INTENT TO CIRCULATE INITIATIVE PETITION FOR THE
HEALTHCARE WORKERS MINIMUM WAGE ORDINANCE**

(Cal. Elect. Code § 9202)

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Duarte for the purpose of adopting an initiative that will enact provisions regarding the minimum wage for covered healthcare workers in the City.

A statement of the reasons of the proposed action as contemplated in said petition is as follows (up to 500 words):

The purpose of the Healthcare Workers Minimum Wage Ordinance is to establish a minimum wage for covered healthcare workers within the City of Duarte. The City needs a sufficient healthcare workforce to ensure that healthcare facilities within the City offer consistent, timely, high-quality care to patients. Healthcare job vacancies are rising as workers on the front lines deal with the emotional, mental, and physical toll of providing healthcare during a pandemic, and many hospitals, health systems and clinics are understaffed. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and adding to retention challenges. Raising the minimum wage for covered healthcare workers will help address retention challenges and workforce shortages affecting healthcare facilities in Duarte and will fairly compensate healthcare workers for their contributions and sacrifices.

Albert Arambula

NAME OF PROPONENT

3527 Brookridge Rd
Duarte, California 91010

PROPONENT'S ADDRESS



PROPONENT'S SIGNATURE

2/14/22

DATE

Ordinance No. _____

An ordinance proposed by initiative petition to add Chapter 5.92 to Title 5 of the Duarte Municipal Code, establishing the “Healthcare Workers Minimum Wage Ordinance.”

THE PEOPLE OF THE CITY OF DUARTE

DO ORDAIN AS FOLLOWS:

SECTION 1. Name

This measure shall be known as the “Healthcare Workers Minimum Wage Ordinance.”

SECTION 2. Chapter 5.92, entitled HEALTHCARE WORKERS MINIMUM WAGE, is added to Title 5 of the Duarte Municipal Code, to read:

5.92.010 - Findings and purposes.

This Ordinance, adopted by the People of the City of Duarte, makes the following findings and has the following purposes:

The purpose of this Ordinance is to establish a minimum wage for covered healthcare workers within the City of Duarte.

The City of Duarte needs a sufficient healthcare workforce to ensure that healthcare facilities that provide necessary care to residents and visitors offer consistent, timely, high-quality care. Hospitals, health systems, and clinics are facing staffing shortages that could jeopardize the availability of care in our city. Healthcare job vacancies are rising as workers on the frontlines deal with the emotional, mental, and physical fallout of providing healthcare during a pandemic. Workforce shortages across industries also mean that the healthcare industry is competing with other economic sectors to fill critical non-clinical positions such as for cleaning staff, food service workers, and IT administrators. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and leading to retention challenges. While healthcare workers are experiencing unprecedentedly difficult working conditions and burnout, the healthcare industry received billions of dollars in stimulus funds during the pandemic and many CEOs were paid compensation packages in the millions. The healthcare industry needs to fairly compensate workers who are sacrificing every day to care for their patients. Raising the minimum wage will help address retention challenges and workforce shortages affecting healthcare facilities in Duarte, and will fairly compensate healthcare workers for their contributions and sacrifices.

5.92.020 - Definitions.

The following definitions shall apply to this chapter:

- (a) “City” means the City of Duarte.
- (b) “Covered Healthcare Facility” means the following types of facilities, provided that they are privately owned and are located within the boundaries of the City:
 - (1) A licensed general acute care hospital as defined in Section 1250(a) of the California Health and Safety Code, including a distinct part of any such hospital.

- (2) A clinic, as defined in Section 1206(d) of the California Health and Safety Code, that is conducted, operated, or maintained as an outpatient department of a general acute care hospital or acute psychiatric hospital.
 - (3) A licensed acute psychiatric hospital as defined in Section 1250(b) of the California Health and Safety Code, including a distinct part of any such hospital.
 - (4) A licensed chronic dialysis clinic as described in Section 1204(b)(2) of the California Health and Safety Code.
 - (5) A licensed psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.
 - (6) All facilities that are part of an Integrated Healthcare Delivery System.
- (c) “Covered Physician Group” means a medical group practice, including a professional medical corporation as defined in Section 2406 of the California Business and Professions Code, another form of corporation controlled by physicians and surgeons, a medical partnership, or an independent practice association, provided that the group includes a total of 10 or more physicians.
- (d) “Employee” has the same meaning as in Section 2775 of the California Labor Code.
- (e) “Employer” means any Person, including a corporate officer or executive, who directly or indirectly or through any other Person, including through the services of a temporary service, staffing agency, or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee.
- (f) “Healthcare Worker” means an Employee who is employed to work at or by a Covered Healthcare Facility to provide patient care, healthcare services, or services supporting the provision of healthcare. “Healthcare Worker” includes a clinician, professional, non-professional, nurse, certified nursing assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson, groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial administrative worker and business office clerical worker, but does not include a manager or supervisor. A “Healthcare Worker” works at a Covered Healthcare Facility only if that individual’s primary work assignment is physically located at one or more such facilities; for example, delivery workers employed principally outside a Covered Healthcare Facility are not Healthcare Workers for purposes of this chapter unless employed by such a facility.
- (g) “Integrated Healthcare Delivery System” means a system that includes both of the following: (1) one or more hospitals and (2) Covered Physician Groups, health care service plans, medical foundation clinics, or other facilities or entities, where the hospital or hospitals and other facilities or entities are related through:
- (1) Parent/subsidiary relationships, common ownership or control, or common boards of directors and shared senior management; or
 - (2) A contractual relationship in which affiliated Covered Physician Groups or medical foundation clinics contract with a health care service plan, hospital or other part of the system, all operating under a common trade name; or

- (3) A contractual relationship in which a nonprofit health care service plan provides medical services to enrollees in a specific geographic region of the state through an affiliated hospital system, and contracts with a single Covered Physician Group in each geographic region of the state to provide medical services to a majority of the plan's enrollees in that region.
- (h) "Minimum Wage" means the minimum amount that must be paid to Employees as compensation for their labor, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. "Minimum Wage" does not include bonuses, shift differentials, premium pay, reimbursement or allowances for work-related equipment or other expenses, credits for meals or lodging, tips, gratuities, or the cost of medical, dental, retirement or similar benefits.
- (i) "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

5.92.030 - Payment of minimum wage to healthcare orkers.

- (a) An Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control, is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the authority of this chapter for hours worked within the geographic boundaries of the City.
- (b) The Minimum Wage for Healthcare Workers shall be as follows:
 - (1) On the effective date of this chapter, the Minimum Wage shall be no less than \$25 per hour.
 - (2) On January 1, 2024, and annually thereafter, the Minimum Wage shall increase based on the annual increase in the cost of living, as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Long Beach-Anaheim, CA), which is published by the Bureau of Labor Statistics. The City shall publish a bulletin announcing the adjusted rates, which shall take effect on January 1 of each year.
- (c) An Employer may not fund the Minimum Wage increases required by this chapter in any of the following ways:
 - (1) Reducing Healthcare Workers' premium pay rates or shift differentials;
 - (2) Reducing vacation, healthcare, or other non-wage benefits of any Healthcare Worker;
 - (3) Reducing Healthcare Workers' hours of work;
 - (4) Laying off Healthcare Workers; or
 - (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.
- (d) An Employer is in violation of subsection (c) of this section if the Minimum Wage requirements of this chapter are a motivating factor in the Employer's decision to take

any of the actions described in subsection (c) of this section, unless the Employer proves that it would have taken the same action at the time that it did irrespective of the operation of this chapter.

5.92.040 - Retaliation.

No Employer shall discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against or take adverse action against any Healthcare Worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. Protections of this section shall apply to any Healthcare Worker who mistakenly, but in good faith, alleges noncompliance with this chapter. Taking any adverse action against a Healthcare Worker within 90 days of the Healthcare Worker's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

5.92.050 - Posting and payroll records.

- (a) Covered Healthcare Facilities shall post in a conspicuous place a notice of the current Minimum Wage for Healthcare Workers required by this chapter.
- (b) Employers of Healthcare Workers shall retain payroll records pertaining to Healthcare Workers for a minimum of four years, and shall allow the City or its designee access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of this chapter.

5.92.060 - Enforcement and implementation.

- (a) The City shall have responsibility for enforcement of this chapter, including, at a minimum:
 - (1) Establishing a process for reporting complaints of violations of this chapter.
 - (2) Establishing and implementing processes for investigating complaints and other possible violations of this chapter. Employers and Covered Healthcare Facilities shall cooperate fully in any such investigation.
 - (3) Establishing and implementing an administrative citation process that may include the issuance of correction orders, a hearing and appeal process, and the imposition of administrative fines or penalties owed to the City.
 - (4) Taking appropriate enforcement action through the administrative citation process, civil actions, or other approaches on behalf of Healthcare Workers, collecting back wages and any other amounts owed to Healthcare Workers, and disbursing them to Healthcare Workers.
 - (5) Conducting any other education and enforcement activities necessary to ensure compliance with this chapter.
- (b) The City is authorized to promulgate rules and regulations and issue determinations and interpretations relating to this chapter that are consistent with its purposes.
- (c) The City may seek to enter into an agreement with the Department of Consumer and Business Affairs of the County of Los Angeles to allow the County's Wage Enforcement

Program to provide wage enforcement and education services necessary for enforcement of this chapter. If the City and County enter into such an agreement, it may include any services necessary to carry out the enforcement and education responsibilities and activities described in subsection (a) of this section or pursuant to rules and regulations relating to this chapter.

- (d) A Healthcare Worker, a representative of a Healthcare Worker, the City Attorney, or another Person acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against an Employer violating this chapter. If the City, a Healthcare Worker, or a representative of a Healthcare Worker prevails in the action, the Court shall impose all remedies available under the law or in equity, including injunctive or other equitable relief, reinstatement, the payment of any wages unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred or continued, and reasonable attorneys' fees and costs. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed. Any other Person enforcing this chapter on the public's behalf, upon prevailing, shall be entitled to an award of only equitable, injunctive, and/or restitutionary relief, and reasonable attorneys' fees and costs.

5.92.070 - No waiver of rights.

Any waiver by a Healthcare Worker of any or all of the provisions of this chapter or of rights or protections afforded under the authority of this chapter shall be deemed contrary to public policy and shall be void and unenforceable.

5.92.080 - Coexistence with other available relief.

The provisions of this chapter shall not be construed as limiting any Healthcare Worker's right to obtain relief to which the Healthcare Worker may be entitled at law or in equity.

5.92.090 - One-year court-granted waiver.

This chapter is not intended to cause reduction in employment or work hours for Healthcare Workers. Therefore, a court may grant a one-year waiver from the Minimum Wage requirements of this chapter if an Employer can demonstrate by substantial evidence that compliance with this chapter would raise substantial doubt about the Employer's ability to continue as a going concern under generally accepted accounting standards. The evidence must include documentation of the Employer's financial condition, as well as the condition of any parent or affiliated entity, and evidence of the actual or potential direct financial impact of compliance with this chapter. A one-year waiver granted by a court pursuant to this section does not exempt an Employer from complying with any and all federal, state, or local laws and regulations, including any other applicable federal, state, or local minimum wage requirement.

5.92.100 - Conflicts.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

5.92.110 - Severability.

If any subsection, sentence, clause, phrase, or provision of this chapter is found invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 3. Effective Date

If the City Council approves this measure, or if a majority of the voters pass this Ordinance, it shall take effect on the earliest date allowed by law.

**INITIATIVE MEASURE TITLE AND SUMMARY
PREPARED BY CITY ATTORNEY
PURSUANT TO ELECTIONS CODE SECTION 9203**

Title:

AN ORDINANCE ESTABLISHING A HEALTHCARE WORKERS MINIMUM WAGE IN THE CITY OF DUARTE

Summary:

This initiative, if adopted by a majority of the City of Duarte (“Duarte”) electorate voting on the matter, would add Chapter 5.92 of the Duarte Municipal Code via ordinance to establish a Minimum Wage for Healthcare Workers within Duarte. Employees, as defined in the Labor Code, cannot waive their rights under this ordinance.

For Healthcare Workers, Minimum Wage, defined as the minimum amount of Employee compensation, not including bonuses or reimbursements, or the cost of insurance, retirement, or similar benefits, would be no less than \$25 per hour, increased annually beginning on January 1, 2024, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Los Angeles Metropolitan Area. Employers must post a notice of Minimum Wage and retain payroll records for four years.

“Healthcare Worker” are Employees who provide healthcare or non-medical support services, but not managers, and who work at or are employed by privately owned general acute care hospitals, clinics, acute psychiatric hospitals, chronic dialysis clinics, and psychiatric health facilities, as they are defined in the Health and Safety Code, and facilities that are a part of a system that includes hospitals, healthcare service plans, medical foundation clinics, medical corporations, podiatry corporations, or any other form of physician partnership controlled by 10 or more physicians.

Minimum Wage increases cannot be funded by layoffs, increasing charges for work-related materials, or reducing worker pay, hours, or other benefits. Adverse action taken against an Employee within 90 days of the Employee’s exercise of rights under the ordinance is a rebuttable presumption of retaliation.

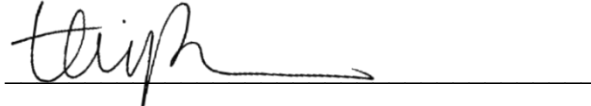
Courts may grant a one-year waiver from the Minimum Wage requirements if an Employer demonstrates by substantial evidence that compliance would raise substantial doubt about the Employer’s ability to continue.

Duarte must publish the adjusted Minimum Wage rates on January 1 each year and enforce the ordinance by:

1. Establishing and administering a process for reporting complaints of violations, investigations, administrative citations, and the imposition of fines or penalties;
2. Collecting back wages and disbursing them to the appropriate Employees; and
3. Conducting education and enforcement activities necessary to ensure compliance.

A Healthcare Worker, their representative, the City Attorney, or any person acting on behalf of the public may bring a civil action against an Employer violating the ordinance. A court must impose all remedies available under the law or in equity, including the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred and reasonable attorneys' fees unless the prevailing party is a person acting on behalf of the public. Such prevailing persons shall be entitled to attorneys' fees and costs, equitable and injunctive relief and/or restitution. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed.

Date: February 28, 2022

A handwritten signature in cursive script, appearing to read 'thai', followed by a horizontal line.

Thai Viet Phan

Assistant City Attorney/Acting City Attorney



City of Duarte

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

June 30, 2022

VIA E-MAIL: gyin@kaufmanlegalgroup.com

George M. Yin
Kaufman Legal Group
777 S. Figueroa Street, Suite 4050
Los Angeles, CA 90017

RE: Ballot Initiative Petition Sufficiency of Signatures

Dear Mr. Yin,

This letter is to inform you that the Los Angeles County Registrar-Recorder/County Clerk has determined that the Initiative Petition for the Healthcare Workers Minimum Wage Ordinance in the City of Duarte has received a total of 1,609 sufficient signatures. (Attachment A.) The City Elections Official for the City of Duarte, County of Los Angeles, State of California, has certified that the Petition qualifies for City Council adoption or submission to the voters of the City of Duarte. (Attachment B.)

Sincerely

Kristen Petersen
City Elections Official

Attachments



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 6, 2022

Ms. Kristen Petersen, Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

Dear Ms. Petersen:

We have completed the signature verification resubmitted on May 19, 2022, for An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte.

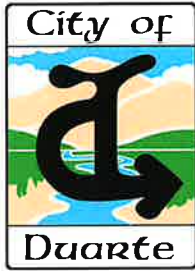
The results of the signature verification are as follows:

Number of signatures filed	1,965
Number of signatures verified	1,965
Number of signatures found sufficient	1,609
Number of signatures found not sufficient	356
Not sufficient because duplicate	12

Please call Tiffany Olsen, Head, Data Entry and Signature Verification at (562) 462-2376 if you have any questions regarding the signature verification of this petition.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk



CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION

I, Kristen Petersen, City Elections Official for the City of Duarte, County of Los Angeles, State of California, do hereby certify:

That proponent filed with my office on May 19, 2022, an Initiative Petition for the Healthcare Workers Minimum Wage Ordinance in the City of Duarte ("Petition"). The Petition was delivered to the Los Angeles County Registrar-Recorder/County Clerk on May 19, 2022, to verify the signatures.

That said Petition purported to contain a total of 1,964 signatures of qualified electors of the City of Duarte, California. The Petition is considered sufficient to qualify if signed by at least 10% of the 13,244 registered voters in the City of Duarte.

That attached to said Petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures and containing the dates between March 1, 2022, through May 19, 2022, which the purported qualified electors signed this Petition.

That the affiant stated their own qualification, that they had solicited the signatures upon that section, that all of the signatures were made in their presence, and that to the best of their own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be.

That the Los Angeles County Registrar-Recorder/County Clerk has certified the results attached hereto as Exhibit A and incorporated by reference the signature verification of the following facts regarding this Petition:

- | | |
|---|-------|
| 1. Number of signatures filed: | 1,965 |
| 2. Number of signatures verified: | 1,925 |
| 3. Number of signatures found sufficient: | 1,609 |
| 4. Number of signatures found not sufficient: | 356 |

5. Not sufficient because duplicate:

12

Based on this examination and in accordance with Elections Code sections 9211 and 9214, I hereby certify the Petition as sufficient to qualify it for the ballot should the City Council choose not to adopt the ordinance without alteration.



Kristen Petersen
City Elections Official

RESOLUTION NO. 22-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ACCEPTING THE CERTIFICATE AS TO VERIFICATION OF SIGNATURES ON PETITION FROM THE LOS ANGELES COUNTY REGISTRAR OF VOTERS AND CERTIFICATE OF SUFFICIENCY FROM ELECTIONS OFFICIAL FOR A BALLOT INITIATIVE PETITION FOR AN ORDINANCE ESTABLISHING A HEALTHCARE WORKERS MINIMUM WAGE IN THE CITY OF DUARTE

WHEREAS, on May 19, 2022, Proponent Albert Arambula submitted an Initiative Petition for An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte (“Petition”); and

WHEREAS, pursuant to Elections Code section 9215, an initiative petition must be signed by at least 10% of the registered voters in the City based upon the County Election Official’s last official report of registration to the Secretary of State; and

WHEREAS, according to the current Secretary of State report at the time the Petition was filed, Duarte had 13,244 registered voters, and therefore, the number of verified signatures required was 1,325 for the Petition; and

WHEREAS, after a prima facie review of signatures, the City Elections Official determined that the Petition did, in fact, contain the minimum number of signatures, and, thereafter, provided the Petition to the Los Angeles County Registrar-Recorder/County Clerk for examination and verification of signatures on May 19, 2022; and

WHEREAS, on June 6, 2022, the Los Angeles County Registrar-Recorder/County Clerk provided a certificate as to verification of signatures on petition for the Petition for An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte, attached as Exhibit A; and

WHEREAS, based upon the certificate as to verification of signatures from the Los Angeles County Registrar-Recorder/County Clerk, the City Elections Official issued a certificate of sufficiency for the Petition, attached as Exhibit B.

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

SECTION 1. The City Council hereby accepts the certificate as to verification of signatures on petition from the Los Angeles County Registrar-Recorder/County Clerk on the Petition and accepts the City Elections Official’s certificate of sufficiency.

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk or City Manager shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of July 2022.

Margaret Finlay, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

City Clerk/City Manager

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

I, _____, City Clerk/City Manager of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-25 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12th day of July 2022, by the following vote:

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

City Clerk/City Manager

EXHIBIT A



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 6, 2022

Ms. Kristen Petersen, Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

Dear Ms. Petersen:

We have completed the signature verification resubmitted on May 19, 2022, for An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte.

The results of the signature verification are as follows:

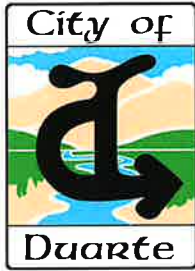
Number of signatures filed	1,965
Number of signatures verified	1,965
Number of signatures found sufficient	1,609
Number of signatures found not sufficient	356
Not sufficient because duplicate	12

Please call Tiffany Olsen, Head, Data Entry and Signature Verification at (562) 462-2376 if you have any questions regarding the signature verification of this petition.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

EXHIBIT B



CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION

I, Kristen Petersen, City Elections Official for the City of Duarte, County of Los Angeles, State of California, do hereby certify:

That proponent filed with my office on May 19, 2022, an Initiative Petition for the Healthcare Workers Minimum Wage Ordinance in the City of Duarte ("Petition"). The Petition was delivered to the Los Angeles County Registrar-Recorder/County Clerk on May 19, 2022, to verify the signatures.

That said Petition purported to contain a total of 1,964 signatures of qualified electors of the City of Duarte, California. The Petition is considered sufficient to qualify if signed by at least 10% of the 13,244 registered voters in the City of Duarte.

That attached to said Petition at the time it was filed, was an affidavit purporting to be the affidavit of the person who solicited the signatures and containing the dates between March 1, 2022, through May 19, 2022, which the purported qualified electors signed this Petition.

That the affiant stated their own qualification, that they had solicited the signatures upon that section, that all of the signatures were made in their presence, and that to the best of their own information and belief, each signature to that section was the genuine signature of the person whose name it purports to be.

That the Los Angeles County Registrar-Recorder/County Clerk has certified the results attached hereto as Exhibit A and incorporated by reference the signature verification of the following facts regarding this Petition:

- | | |
|---|-------|
| 1. Number of signatures filed: | 1,965 |
| 2. Number of signatures verified: | 1,925 |
| 3. Number of signatures found sufficient: | 1,609 |
| 4. Number of signatures found not sufficient: | 356 |

5. Not sufficient because duplicate:

12

Based on this examination and in accordance with Elections Code sections 9211 and 9214, I hereby certify the Petition as sufficient to qualify it for the ballot should the City Council choose not to adopt the ordinance without alteration.



Kristen Petersen
City Elections Official

Ordinance No. 910

An ordinance proposed by initiative petition to add Chapter 5.92 to Title 5 of the Duarte Municipal Code, establishing the “Healthcare Workers Minimum Wage Ordinance.”

**THE PEOPLE OF THE CITY OF
DUARTE DO ORDAIN AS FOLLOWS:**

SECTION 1. Name

This measure shall be known as the “Healthcare Workers Minimum Wage Ordinance.”

SECTION 2. Chapter 5.92, entitled HEALTHCARE WORKERS MINIMUM WAGE, is added to Title 5 of the Duarte Municipal Code, to read:

5.92.010 - Findings and purposes.

This Ordinance, adopted by the People of the City of Duarte, makes the following findings and has the following purposes:

The purpose of this Ordinance is to establish a minimum wage for covered healthcare workers within the City of Duarte.

The City of Duarte needs a sufficient healthcare workforce to ensure that healthcare facilities that provide necessary care to residents and visitors offer consistent, timely, high-quality care. Hospitals, health systems, and clinics are facing staffing shortages that could jeopardize the availability of care in our city. Healthcare job vacancies are rising as workers on the frontlines deal with the emotional, mental, and physical fallout of providing healthcare during a pandemic. Workforce shortages across industries also mean that the healthcare industry is competing with other economic sectors to fill critical non-clinical positions such as for cleaning staff, food service workers, and IT administrators. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and leading to retention challenges. While healthcare workers are experiencing unprecedentedly difficult working conditions and burnout, the healthcare industry received billions of dollars in stimulus funds during the pandemic and many CEOs were paid compensation packages in the millions. The healthcare industry needs to fairly compensate workers who are sacrificing every day to care for their patients. Raising the minimum wage will help address retention challenges and workforce shortages affecting healthcare facilities in Duarte, and will fairly compensate healthcare workers for their contributions and sacrifices.

5.92.020 - Definitions.

The following definitions shall apply to this chapter:

- (a) “City” means the City of Duarte.
- (b) “Covered Healthcare Facility” means the following types of facilities, provided that they are privately owned and are located within the boundaries of the City:
 - (1) A licensed general acute care hospital as defined in Section 1250(a) of

- the California Health and Safety Code, including a distinct part of any such hospital.
- (2) A clinic, as defined in Section 1206(d) of the California Health and Safety Code, that is conducted, operated, or maintained as an outpatient department of a general acute care hospital or acute psychiatric hospital.
 - (3) A licensed acute psychiatric hospital as defined in Section 1250(b) of the California Health and Safety Code, including a distinct part of any such hospital.
 - (4) A licensed chronic dialysis clinic as described in Section 1204(b)(2) of the California Health and Safety Code.
 - (5) A licensed psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.
 - (6) All facilities that are part of an Integrated Healthcare Delivery System.
- (c) “Covered Physician Group” means a medical group practice, including a professional medical corporation as defined in Section 2406 of the California Business and Professions Code, another form of corporation controlled by physicians and surgeons, a medical partnership, or an independent practice association, provided that the group includes a total of 10 or more physicians.
 - (d) “Employee” has the same meaning as in Section 2775 of the California Labor Code.
 - (e) “Employer” means any Person, including a corporate officer or executive, who directly or indirectly or through any other Person, including through the services of a temporary service, staffing agency, or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee.
 - (f) “Healthcare Worker” means an Employee who is employed to work at or by a Covered Healthcare Facility to provide patient care, healthcare services, or services supporting the provision of healthcare. “Healthcare Worker” includes a clinician, professional, non-professional, nurse, certified nursing assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson, groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial administrative worker and business office clerical worker, but does not include a manager or supervisor. A “Healthcare Worker” works at a Covered Healthcare Facility only if that individual’s primary work assignment is physically located at one or more such facilities; for example, delivery workers employed principally outside a Covered Healthcare Facility are not Healthcare Workers for purposes of this chapter unless employed by such a facility.
 - (g) “Integrated Healthcare Delivery System” means a system that includes both of the following: (1) one or more hospitals and (2) Covered Physician Groups, health care service plans, medical foundation clinics, or other facilities or entities, where the hospital or hospitals and other facilities or entities are related through:
 - (1) Parent/subsidiary relationships, common ownership or control, or common boards of directors and shared senior management; or

- (2) A contractual relationship in which affiliated Covered Physician Groups or medical foundation clinics contract with a health care service plan, hospital or other part of the system, all operating under a common trade name; or
- (3) A contractual relationship in which a nonprofit health care service plan provides medical services to enrollees in a specific geographic region of the state through an affiliated hospital system, and contracts with a single Covered Physician Group in each geographic region of the state to provide medical services to a majority of the plan's enrollees in that region.
- (h) "Minimum Wage" means the minimum amount that must be paid to Employees as compensation for their labor, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. "Minimum Wage" does not include bonuses, shift differentials, premium pay, reimbursement or allowances for work-related equipment or other expenses, credits for meals or lodging, tips, gratuities, or the cost of medical, dental, retirement or similar benefits.
- (i) "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

5.92.030 - Payment of minimum wage to healthcare orkers.

- (a) An Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control, is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the authority of this chapter for hours worked within the geographic boundaries of the City.
- (b) The Minimum Wage for Healthcare Workers shall be as follows:
 - (1) On the effective date of this chapter, the Minimum Wage shall be no less than \$25 per hour.
 - (2) On January 1, 2024, and annually thereafter, the Minimum Wage shall increase based on the annual increase in the cost of living, as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Long Beach-Anaheim, CA), which is published by the Bureau of Labor Statistics. The City shall publish a bulletin announcing the adjusted rates, which shall take effect on January 1 of each year.
- (c) An Employer may not fund the Minimum Wage increases required by this chapter in any of the following ways:
 - (1) Reducing Healthcare Workers' premium pay rates or shift differentials;
 - (2) Reducing vacation, healthcare, or other non-wage benefits of any Healthcare Worker;

- (3) Reducing Healthcare Workers' hours of work;
 - (4) Laying off Healthcare Workers; or
 - (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.
- (d) An Employer is in violation of subsection (c) of this section if the Minimum Wage requirements of this chapter are a motivating factor in the Employer's decision to take any of the actions described in subsection (c) of this section, unless the Employer proves that it would have taken the same action at the time that it did irrespective of the operation of this chapter.

5.92.040 - Retaliation.

No Employer shall discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against or take adverse action against any Healthcare Worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. Protections of this section shall apply to any Healthcare Worker who mistakenly, but in good faith, alleges noncompliance with this chapter. Taking any adverse action against a Healthcare Worker within 90 days of the Healthcare Worker's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

5.92.050 - Posting and payroll records.

- (a) Covered Healthcare Facilities shall post in a conspicuous place a notice of the current Minimum Wage for Healthcare Workers required by this chapter.
- (b) Employers of Healthcare Workers shall retain payroll records pertaining to Healthcare Workers for a minimum of four years, and shall allow the City or its designee access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of this chapter.

5.92.060 - Enforcement and implementation.

- (a) The City shall have responsibility for enforcement of this chapter, including, at a minimum:
 - (1) Establishing a process for reporting complaints of violations of this chapter.
 - (2) Establishing and implementing processes for investigating complaints and other possible violations of this chapter. Employers and Covered Healthcare Facilities shall cooperate fully in any such investigation.
 - (3) Establishing and implementing an administrative citation process that may include the issuance of correction orders, a hearing and appeal process, and the imposition of administrative fines or penalties owed to the City.
 - (4) Taking appropriate enforcement action through the administrative citation process, civil actions, or other approaches on behalf of Healthcare Workers, collecting back wages and any other amounts owed to Healthcare Workers, and

disbursing them to Healthcare Workers.

- (5) Conducting any other education and enforcement activities necessary to ensure compliance with this chapter.
- (b) The City is authorized to promulgate rules and regulations and issue determinations and interpretations relating to this chapter that are consistent with its purposes.
- (c) The City may seek to enter into an agreement with the Department of Consumer and Business Affairs of the County of Los Angeles to allow the County's Wage Enforcement Program to provide wage enforcement and education services necessary for enforcement of this chapter. If the City and County enter into such an agreement, it may include any services necessary to carry out the enforcement and education responsibilities and activities described in subsection (a) of this section or pursuant to rules and regulations relating to this chapter.
- (d) A Healthcare Worker, a representative of a Healthcare Worker, the City Attorney, or another Person acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against an Employer violating this chapter. If the City, a Healthcare Worker, or a representative of a Healthcare Worker prevails in the action, the Court shall impose all remedies available under the law or in equity, including injunctive or other equitable relief, reinstatement, the payment of any wages unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred or continued, and reasonable attorneys' fees and costs. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed. Any other Person enforcing this chapter on the public's behalf, upon prevailing, shall be entitled to an award of only equitable, injunctive, and/or restitutionary relief, and reasonable attorneys' fees and costs.

5.92.070 - No waiver of rights.

Any waiver by a Healthcare Worker of any or all of the provisions of this chapter or of rights or protections afforded under the authority of this chapter shall be deemed contrary to public policy and shall be void and unenforceable.

5.92.080 - Coexistence with other available relief.

The provisions of this chapter shall not be construed as limiting any Healthcare Worker's right to obtain relief to which the Healthcare Worker may be entitled at law or in equity.

5.92.090 - One-year court-granted waiver.

This chapter is not intended to cause reduction in employment or work hours for Healthcare Workers. Therefore, a court may grant a one-year waiver from the Minimum Wage requirements of this chapter if an Employer can demonstrate by substantial evidence that compliance with this chapter would raise substantial doubt about the Employer's ability to continue as a going concern under generally accepted accounting standards. The evidence must include documentation of the Employer's financial condition, as well as the condition of any parent or affiliated entity, and evidence of the actual or potential direct financial impact of

compliance with this chapter. A one- year waiver granted by a court pursuant to this section does not exempt an Employer from complying with any and all federal, state, or local laws and regulations, including any other applicable federal, state, or local minimum wage requirement.

5.92.100 - Conflicts.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

5.92.110 - Severability.

If any subsection, sentence, clause, phrase, or provision of this chapter is found invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 3. Effective Date

If the City Council approves this measure, or if a majority of the voters pass this Ordinance, it shall take effect on the earliest date allowed by law.

RESOLUTION NO. 22-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, on July 12, 2022, the City Council of the City of Duarte called a General Municipal Election to be held on November 8, 2022, for the purpose of submitting to the voters the question of whether to adopt Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, vote centers and election officers of the two elections be the same, and that the County election department of the County of Los Angeles canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2022, for the purpose of submitting to the voters the question of whether to adopt Ordinance No. 910 An Ordinance Establishing a Healthcare Workers Minimum Wage in the City of Duarte.

SECTION 2. That the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Duarte recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

RESOLUTION NO. 22-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
CALIFORNIA, DIRECTING THE CITY ATTORNEY TO PREPARE AN
IMPARTIAL ANALYSIS REGARDING AN ORDINANCE
ESTABLISHING A HEALTHCARE WORKERS MINIMUM WAGE IN
THE CITY OF DUARTE**

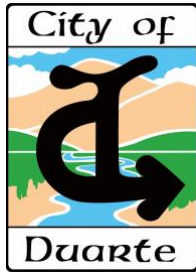
WHEREAS, on July 12, 2022, the City Council of the City of Duarte called a General Municipal Election to be held on November 8, 2022, for the purpose of submitting to the voters the question:

Measure __: An Ordinance Establishing a Healthcare Workers Minimum Wage Ordinance in the City of Duarte	Response	Vote
Shall an ordinance establishing a minimum wage of at least \$25 per hour for defined healthcare workers in the City of Duarte; requiring an annual healthcare workers minimum wage increase beginning January 2024; requiring the City to enforce the ordinance at the City's expense; establishing judicial remedies for violations including penalties up to \$120 per healthcare worker for each day a violation occurs, attorneys' fees, and treble damages be adopted?	Yes	
	No	

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

SECTION 1. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney unless the organization or salaries of the office of the City Attorney are affected.

- a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on existing law and the operation of the measure. If a measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the election official's office at _____ and a copy will be mailed at no cost to you."



Agenda Item: 9C

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: July 12, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Award of Contract for the Construction of Duarte City Hall ADA Improvement Project CDBG Project No. 602171-20

RECOMMENDATION: It is recommended that the City Council: 1) Award the Duarte City Hall ADA Improvement Project CDBG Project No. 602171-20 to PUB Construction, Inc. for \$ 1,328,347; and 2) Approve a General Fund budget amendment of \$94,000

FISCAL IMPACT: The Duarte City Hall ADA Improvement Project was included in the FY 2022-23 Capital Improvement Program Budget for \$1,500,000, with \$750,000 from the Community Development Grant (CDBG) Fund and \$750,000 from the General Fund. The total estimated project cost is \$1,594,000, which is the total contract amount plus a contingency of twenty percent (20%). This will require a General Fund budget amendment of \$94,000

BACKGROUND

Duarte has been a participating city in the Los Angeles County Development Authority's (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The mission of the CDBG Program is to principally benefit low- and moderate-income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. In previous years, the City's annual allocation of federal CDBG funds supported the construction of American with Disabilities Ave (ADA) compliant improvements to city sidewalks and curb ramps.

In 2019, the City Council authorized staff to program past unspent and future CDBG funds for the construction and project administration of the City Hall ADA Improvement Project. The project includes CDBG funding eligible elements, identified as participating, such as removing architectural barriers that impede elderly and severely disabled residents' safe paths of travel to City Hall from Huntington Drive, the City Hall parking lot and within the City Hall Courtyard

area, by installing ADA-compliant ramps, hand railings, and directional signage. Elements of the project considered non-participating, and thus not eligible for CDBG funds, include landscaping, irrigation, lighting, outdoor furniture, and aesthetic details. The General Fund will be used for the portion of the project that is not eligible for CDBG Funds.

DISCUSSION/ANALYSIS

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

On June 23, 2022, the bids were submitted electronically. The results are as follows:

	BIDDER	TOTAL BASE BID	ALT 1 BID	ALT 2 BID	TOTAL BID
1	CWS Systems, Inc.	\$ 1,152,808.75	\$ 37,900.00	\$ 24,335.00	\$ 1,215,043.75
2	PUB Construction, Inc.	\$ 1,210,557.00	\$ 55,435.00	\$ 62,355.00	\$ 1,328,347.00
3	Gentry General	\$ 2,351,505.00	\$ 35,500.00	\$ 86,802.50	\$ 2,473,807.50

The lowest bid was received from CWS Systems, however, this contractor failed to submit required information, including acknowledgement of Addendum #1. Instructions in the addendum specifically informed bidders that failure to submit this acknowledgement would result in rejection of the bid. In addition to this deficiency, there were several other labor compliance forms and Federal requirements that were either not submitted or incomplete. Therefore, the CWS Systems bid is unresponsive and the lowest responsive bidder is PUB Construction, Inc.

Staff completed background research on PUB Construction and determined that the firm has successfully completed multiple projects for various agencies. Their federal and state license status as well as the federal requirements for eligibility to perform CDBG projects have been verified by staff.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A contingency amount of twenty percent (20%), higher than typically used in capital improvement projects, has been added to this contract because, based on past experience, the likelihood of unforeseen conditions is higher in the courtyard area than typical projects.

Any change orders will be reviewed for eligibility of CDBG funding to ensure restricted funds are spent only on participating items and that the General Fund is used for those identified as non-participating.

RECOMMENDATION

It is recommended that the City Council: 1) Award the Duarte City Hall ADA Improvement Project CDBG Project No. 602171-20 to PUB Construction, Inc. for \$ 1,328,347; and 2) Approve a General Fund budget amendment of \$94,000

FISCAL IMPACT

The Duarte City Hall ADA Improvement Project was included in the FY 2022-23 Capital Improvement Program Budget for \$1,500,000, with \$750,000 from the Community Development Grant (CDBG) Fund and \$750,000 from the General Fund. The total estimated project cost is \$1,594,000, which is the total contract amount plus a contingency of twenty percent (20%). This will require a General Fund budget amendment of \$94,000.

ATTACHMENTS

Project Site Plan with accessibility path of travel.

PROJECT SITE PLAN

