



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

TUESDAY, JULY 9, 2024
7:00 PM

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

MISSION STATEMENT

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

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

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

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

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

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

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

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

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

6:00 PM CLOSED SESSION - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

A. [City Manager Written Comments](#)

2. ADOPTION OF THE AGENDA

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS - Any person wishing to speak on the Closed Session item may do so at this time. The opportunity to speak is on a first come, first served basis. Each person may speak for 3 minutes.

4. CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code § 54956.8:

Property: 2340 Central Avenue, Duarte, CA 91010

Agency negotiator: Community Development Director Craig Hensley

Negotiating parties: George Voigt, Crestfield Townhomes, LLC

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

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION pursuant to Government Code § 54956.9, subdivision (d)(2) or (3):

Significant exposure to litigation - one case.

7:00 PM OPEN SESSION - REGULAR MEETING - COUNCIL CHAMBERS

5. CALL TO ORDER AND ROLL CALL

6. PLEDGE TO THE FLAG

7. CITY ATTORNEY CLOSED SESSION REPORT
8. SPECIAL ITEMS
 - A. Arcadia Association of Realtors 100th Anniversary
 - B. Community Development Department Update
 - C. Parks and Recreation Department Update
9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
10. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA
11. CONSENT CALENDAR
 - A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)
 - B. Approve absence(s) of City Councilmember(s) from the City Council meeting
 - C. Approval of Minutes - June 25, 2024 Regular Meeting (CC/HA/FA)

Approve the minutes of June 25, 2024.
 - D. Approval of Warrants - July 9, 2024 (CC/HA/FA)

Approve the warrants of July 9, 2024.
 - E. Receive and file the Community Development Department Update

Receive and File the Community Development Department Update.
 - F. Receive and file the Parks and Recreation Department Update

Receive and File the Parks and Recreation Department Update.
 - G. Approval of City Council Expenses

Approve the City Council expenses.
 - H. Contract for preparation of in environmental impact report (EIR) for a general plan amendment, zone change, parcel map and the development of townhomes at 1433 Crestfield

Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for the preparation of an EIR and related environmental review documents and planning services for the development of the Andres Duarte School in the amount of \$319,373 and a funding agreement with Crestfield Townhomes LLC to cover all related costs.
 - I. Contract with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan

1) Authorize the City Manager to sign a professional services agreement with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan; and 2) a General Fund budget amendment to account number 1405-7965 of \$20,500 a General Fund budget amendment to account number 1405-7965 of \$20,500.

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

13. PUBLIC HEARINGS - None

14. BUSINESS ITEMS

- A. Update on Highland Promenade design, pedestrian improvements on the west side of Highland Avenue from the Metro Station to the 210 Freeway
- B. Approval of Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments

Approve the Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments and Authorize the City Manager to Execute the Agreement.

- C. City Council Ballot Argument for Cannabis Measure

Discuss whether the currently selected members of the City Council shall prepare an argument for the passage of the cannabis ballot measure or rescind the prior motion relating to the preparation of the ballot argument.

- D. City of Duarte City Manager Employee Agreement

Approve the City of Duarte City Manager Employment Agreement Between City of Duarte and Brian Villalobos, approve a budget amendment of \$19,700 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

15. CONTINUATION OF ORAL COMMUNICATIONS

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

17. ADJOURNMENT

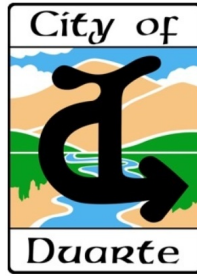
AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte

website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 3rd day of July, 2024

Annette Juarez, MMC
City Clerk



ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[1.A - C.M. Comments 7-9-24.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: July 2, 2024
SUBJECT: Comments on Agenda Items, Meeting of July 9, 2024

ITEM 8.A. (Special Items). Recognition of the Arcadia Association of Realtors 100th Anniversary - Andrew Cooper the Chief Executive Officer of the Arcadia Association of Realtors will be on hand to receive the certificate of recognition.

ITEM 8.B. (Special Items). Community Development Department update - Community Development Director Hensley will provide an update for the council.

ITEM 8.C. (Special Items). Parks and Recreation Department update - Parks and Recreation Director Enriquez will provide an update for the council.

ITEM 11.E. (Consent Calendar). The Community Development Department has submitted the monthly report for July 2024 for review.

ITEM 11.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for July 2024 for review.

ITEM 11.G. (Consent Calendar). Approval of City Council Expenses - Councilmember Finlay - June 20, 2024 - Purchase of new IT equipment in the amount of \$1,897.00. Councilmember Lewis - June 26, 2024 - Purchase of a bereavement wreath in honor of LA County Firefighter Andrew Pontious in the amount of \$328.19.

ITEM 11.H. (Consent Calendar). Professional Services Agreement with Rincon Consultants - Crestfield Townhomes, LLC has submitted a request to develop an approximately seven acre portion of the Andres Duarte School site with 169 townhomes and to renovate Otis Gordon Sports Park. The Duarte Unified School District (DUSD) closed Andres Duarte School and has offered the site for development. DUSD conducted a request for proposal process and selected Crestfield Townhomes, LLC as the preferred developer for the property and has approved an exclusive negotiating agreement. The property currently has a general plan designation and zoning of Public Facility (PF). The proposed development would require a general plan change to high density residential and a zone change to R-4. A parcel map would also be required to separate the residential portion from the park portion. This proposed development requires an Environmental Impact Report (EIR). Rincon is an environmental science and planning consulting firm that provides professional services and has specific experience in annexations, environmental review, planning and staff services. Rincon Consultants is currently working with the City in preparing the environmental documents for the Royal Oaks annexation. For this project, Rincon will prepare the EIR and related documents and will assist in the public review process. The main contacts from Rincon that the City will work with will be John Moreland, Director of Community Planning and Susanne Huerta, Director of Environmental Planning. Staff has worked with this team in the past and is comfortable that the Rincon team is well qualified to complete the tasks outlined in the contract. In addition to the proposed Professional Services Agreement, a Funding Agreement will address the requirement for the applicant to pay the City for the proposed consultant work, for City overhead and for application fees (\$319,373). The Funding Agreement also includes a requirement for the applicant to pay for a consultant to develop an Affordable Housing Plan. The City will select an affordable housing consultant in the next few months to complete the Affordable Housing Plan prior to the public hearing process. The Professional Services Agreement also

provides for a 10% contingency, that the Developer would also pay for, if additional work is needed for items such as additional meetings or information.

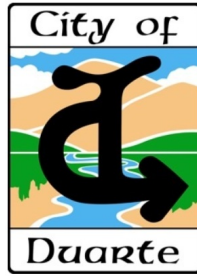
ITEM 11.I. (Consent Calendar). Award of Contract to Emergency Planning Consultants - The City prepared and adopted its first Local Hazard Mitigation Plan (LHMP) in 2004. The LHMP was subsequently updated in 2014, and most recently updated in 2020, and contained new components, including a local brush clearance plan and focused geotechnical studies related to seismic zones within the City. The preparation of the LHMP is required every five (5) years and involves public outreach and a collaborative partnership between the consultant and the Local Planning Team, which is made up of representatives from all City Departments and affected local agencies. Emergency Planning Consultants was our consultant for the preparation and approval of our last LHMP. We have been informed by CalOES that our LHMP is set to expire in June 2025. Emergency Planning Consultants (EPC) is a woman-owned business based out of San Diego. EPC specializes in the preparation of hazard mitigation plans, along with other related emergency management activities, and has done so since 1984. Carolyn Harshman, President of EPC, has written over 150 FEMA-approved hazard mitigation plans and has worked with a variety of adjacent cities in the creation and updating of their LHMP's. Beyond their expertise in the subject matter and familiarity in working with both local public safety and Federal and State emergency planning agencies, EPC produced our last FEMA-approved LHMP and did so at a much-reduced cost compared to other consultants. Since EPC deals almost exclusively with the preparation of LHMP's, they employ a streamlined process that aims to complete the City and local agencies portion of the process in only a few months. Our previous experience with EPC was very good. They were knowledgeable, responsive, and timely. Due to our history, the rapport between EPC and the City Planning Team already exists and will lead to efficiencies in this process. The proposed contract amount is \$55,000. While this amount should cover all necessary work, Staff recommends that a 10% contingency (\$5,500) be added to address any necessary additional work and support for the City Planning Team.

ITEM 14.A. (Business Items). Update on the Highland Promenade design - Site Design Studio will give a presentation highlighting the pedestrian improvements on the west side of Highland Avenue from the Metro Station to the 210 Freeway.

ITEM 14.B. (Business Items). Memorandum of Agreement between the San Gabriel Council of Governments (SGVCOG) and the Cities of Azusa, Duarte, and Irwindale - Pursuant to Senate Bill No. 104 (2023), Section 19.564 (b)(57), \$1,000,000 was allocated to the San Gabriel Valley Council of Governments (SGVCOG) by the Department of Housing and Community Development for a homeless services pilot program (the "SB 104 Funds"). After consultation with State Senator Rubio's office concerning the distribution of funds, it was agreed that a portion of the funds (\$300,000) should be distributed to the Cities. By way of this Memorandum of Agreement (MOA), the Cities and the SGVCOG desire to set forth the terms for distribution of the SB 104, Section 19.564 (b)(57), Funds. The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the SGVCOG's obligation to reimburse the Cities for eligible expenses (up to \$300,000) or one year after execution of the MOA or whichever comes first. The City of Azusa shall act as the Cities fiscal agent with respect to the responsibility for receiving funds and submitting invoices on behalf of the Cities and distributing to each City its pro rata share of reimbursements received by the SGVCOG. The Cities shall coordinate with each other so that within 60 days of expenditure of funds for which reimbursement is permitted under this MOA, the City of Azusa is able to submit detailed invoices to the SGVCOG, and any further documentation reasonably necessary to insure the funds were expended by the Cities consistent with Senate Bill 104. Within 45 days of receipt of payment from the SGVCOG, the City of Azusa shall be responsible for reimbursing the cities of Duarte and Irwindale for their proportionate costs. The City of Duarte may or may not have any direct expenses related to the SB 104 Funds but as a party to this agreement the other cities must seek authorization from the City of Duarte on the use of its pro rata share of funds. As such, there is no fiscal impact at this time.

ITEM 14.C. (Business Items). City Council Ballot Argument for Cannabis Measure - On June 25, 2024, the City Council approved Resolution No. 24-08 calling for an election to fill three City Council vacancies as well as place a ballot measure on the November 5, 2024, general election ballot to allow storefront retail cannabis businesses as well as a tax up to 10% of gross receipts. During that meeting, the City Council also directed the City Attorney to prepare an impartial ballot measure analysis and selected three members of the City Council to draft an argument for the voter guide. City staff clarified that the City Council may, but is not required to, select up to three members of the City Council to draft an argument for the passage of the cannabis ballot measure which would be printed on the voter guide which is mailed to Duarte voters. Mayor Truong and Councilmembers Martin del Campo and Kang were selected by majority vote of the City Council to prepare the argument. However, after the selection of the three authors, it was discovered that some clarification was required as to the content of the ballot argument. As such, this item returns before the City Council for clarification and reconfirmation that the City Council as a body is selecting Mayor Truong and Councilmembers Martin del Campo and Kang to prepare an argument to be printed in the voter guide supporting the passage of the cannabis ballot measure. If the City Council, after clarification of the content of the ballot measure argument, determines that it does not wish to authorize any Councilmembers to author an argument for the passage of the cannabis measure, the City Council may do so.

ITEM 14.D. (Business Items). City Manager Brian Villalobos has served as the City of Duarte's City Manager since June 1, 2023. Pursuant to his 2023 employment agreement, the City Council conducted an annual review of his performance and deemed it necessary and advantageous to the City and its residents to enter into a new two-year agreement with City Manager Villalobos. At the direction of the City Council, City Attorney Thai Viet Phan negotiated an Employment Agreement ("Agreement") with Mr. Villalobos. In summary the contract is for a two (2) year term at a base salary of \$236,223 and a total compensation rate (which includes benefits) of \$308,000 in FY 2024/25 and \$315,000 in FY 2025/26, subject to any increases in salary, bonuses, and/or other benefits at the discretion of the City Council based on mid-year and annual performance reviews of the City Manager. The compensation rate and benefits shall begin on July 1, 2024, as provided for in Amendment No. 1 to Mr. Villalobos's first employment agreement with the City of Duarte. The estimated expenditures related to all compensation changes are approximately \$19,700 in FY 2024/25 and \$5,500 in FY 2025/26.



ITEM: 11.C

Approval of Minutes - June 25, 2024 Regular Meeting (CC/HA/FA)

Recommended Action:

Approve the minutes of June 25, 2024.

Attachments:

[11.C - Minutes - June 25, 2024.pdf](#)

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

TUESDAY, JUNE 25, 2024

5:30 PM – Closed Session

7:00 PM – Regular Session

1. CALL TO ORDER

Mayor Truong called the meeting to order at 5:36 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Martin del Campo, Garcia, Truong

Councilmembers Absent: Finlay, Schulz

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

2. ADOPTION OF THE AGENDA

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Martin Del Campo, and carried by the following vote of the Council to adopt the agenda.

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

NOES: NONE

ABSTAIN: NONE

ABSENT: FINLAY, SCHULZ

3. PUBLIC COMMENT – CLOSED SESSION ITEMS

None.

4. CLOSED SESSION

The City Council recessed into closed session at 5:37 p.m. to discuss the following:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code
Section 54957(b) Title: City Manager

CONFERENCE WITH LABOR NEGOTIATOR - The Closed Session is authorized by the
Government Code Section 54957.6(a).

AGENCY NEGOTIATOR: Thai Viet Phan, City Attorney.

UNREPRESENTED EMPLOYEE: City Manager Brian Villalobos

5. STUDY SESSION

A. Interview of Candidates for Vacant Mayor's Youth Council Positions

The City Council interviewed 16 candidates to fill vacant Mayor's Youth Council positions.

B. Discussion of Interviews and Candidates

The City Council discussed the interviews and deliberated over candidates to fill Mayor's Youth Council vacancies.

6. **CALL TO ORDER**

Mayor Truong called the open session to order at 7:09 p.m.

ROLL CALL:

Councilmembers Present: Kang, Lewis, Martin Del Campo, Garcia, Truong
Councilmembers Absent: Finlay, Schulz
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Angela Chiaromonte, Financial Services Manager
Andres Rangel, Assistant to the City Manager
Albert Nunez, Management Aide
Frances Jimenez, Deputy City Clerk
Josie Bello, Payroll Technician

7. **PLEDGE TO THE FLAG**

The flag salute was led by Ray Abernathy.

8. **CITY ATTORNEY CLOSED SESSION REPORT**

City Attorney Phan announced that no reportable action was taken.

9. **SPECIAL ITEMS**

A. **Public Safety Department Update**

Director of Public Safety Breceda provided an update on part 1 crimes for June 2024; reported on the upcoming enhancement of technology; shared details on the work of the special assignment team; and highlighted the work of the code enforcement officers and the homeless outreach team.

The City Council thanked Director Breceda and his team for being proactive and shared appreciation for their efforts.

Discussion ensued regarding the Pathway Home Program, the metro station, and other safety concerns.

10. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS**

Joanna Gee, Duarte Library, announced upcoming library events.

Assistant to the City Manager Rangel announced upcoming city events.

Assistant City Manager Petersen introduced newly hired Payroll Technician, Josie Bello.

11. **ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA**

None

12. **CONSENT CALENDAR**

A. Motion to read all Resolutions and ordinances presented for consideration by Title only and

- E. Receive and file the Monthly Financial Update for April 2024.
- F. Receive and file the Public Safety Department Update.
- G. Approval of a one year professional services agreement with an option for an additional year between the City of Duarte and R3 Consulting Group, Inc. for a not-to-exceed amount of \$53,114 (FY 2024-25 - \$26,100 and FY 2025-26 - \$27,014) to provide On-Call SB 1383 Support Services; and authorization for the City Manager to execute the agreement.
- H. Approval of Amendment No. 1 to the City Manager Employment Agreement.
- I. Approval of Fiscal Year 2023-2024 Year- End Appropriation Adjustments.
- J. Approval of Amendment No. 2 to the Contract Services Agreement for City Attorney Services and a fiscal year 2024/25 budget amendment of \$8,000 in account numbers 1015-7690 and 1015-7686.

Moved by Councilmember Martin Del Campo, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to approve Items 11A-11J of the Consent Calendar.

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

13. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

14. PUBLIC HEARINGS

- A. Levy and collection of assessments within the Lighting and Landscape Assessment District - Fiscal Year 2024-25

Director of Community Development Hensley reported on neighborhood districts that are having issues in terms of negative balance due to rising utility and maintenance costs.

Director Hensley introduced City Engineer, Cody Howing, who presented the staff report discussing the levy and collection of assessments for zones within the City and reviewed the proposed increases for various zones.

Per questions posed by the City Council, Engineer Howing clarified the process of disbanding a district.

Mayor Truong opened the public hearing at 7:36 p.m.

No public testimony was received.

Mayor Truong closed the public hearing at 7:37 p.m.

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Martin del Campo, and carried by the following vote of the Council to adopt Resolution No. 24-07 providing for the annual levy and collection of assessments for Fiscal Year 2024-25 within the Landscape and Lighting District.

AYES: KANG, LEWIS, MARTIN DEL CAMPO, GARCIA, TRUONG
NOES: NONE

A. Appointments to the 2024/25 Mayor's Youth Council

The City Council spoke highly of the candidates; commended them for their dedication; and recommended appointing all students that applied.

Moved by Mayor Pro Tem Garcia, seconded by Councilmember Kang, and carried by the following vote of the Council to appoint all sixteen (16) candidates that applied to serve on the 2024/25 Mayor's Youth Council.

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

B. Award of Contract - Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project (24-12)

Director of Parks and Recreation Enriquez provided an overview of the project; detailed the scope of work; and presented the staff recommendation.

Clarification was made by Director Enriquez on the first come first serve rules of the courts and rules regarding facilitating a pickleball tournament.

Moved by Councilmember Martin del Campo seconded by Councilmember Kang and carried by the following vote of the Council to 1) award the construction contract for the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, to Trueline Construction & Surfacing, Inc., as the lowest responsive and responsible bidder in the amount of \$116,462, in addition to a ten percent contingency; and 2) approve a total project budget amendment of \$54,109 from the Park Improvements fund.

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

C. Consideration of a Service Agreement with Train Up a Child LLC

Director of Public Safety Breceda gave background on the Gang Alternative and Prevention Program (GAP); detailed the current need for an at-risk youth program; presented the qualifications of Ray Abernathy, retired Deputy and owner of Train Up a Child LLC; shared his history with the department; and highlighted the benefits of the agreement and the program.

Ray Abernathy commented on the future of youth programs and presented the objective of his company.

In response to questions posed by the City Council, Director Breceda confirmed that there was no penalty to ending the contract with the County as it expires June 30, 2024 and is not being renewed.

Mr. Abernathy confirmed that a progress report on the program can be given to the City Council at a later date.

The City Council thanked Mr. Abernathy and shared appreciation for his passion of helping youth.

Director Breceda confirmed that there will be a search for grants to use for the program development.

Code section 2-56.056(6) shall best serve the City due to the consultant's specialized nature of the programs and services, and (2) authorize the City Manager to execute a five-year service agreement with Train Up a Child LLC.

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

D. FY 2024/25 - 2026/27 Memorandums of Understanding

Kristen Petersen, Assistant City Manager/Director of Administrative Services provided an overview of the process to ratify the agreement with the bargaining units and outlined the key details of the MOUs.

Moved by Councilmember Martin del Campo seconded by Mayor Pro Tem Garcia and carried by the following vote of the Council to authorize the Mayor to execute the Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees; and approve a budget amendment of \$340,000 to the FY 2024/25 budget for the first year of the MOU.

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

E. Resolution Establishing the Salary Schedule and Compensation Plan for Unrepresented Regular Employees

Kristen Petersen, Assistant City Manager/Director of Administrative Services gave a summary of the compensation plan for unrepresented regular employees.

Moved by Mayor Pro Tem Garcia seconded by Councilmember Martin del Campo and carried by the following vote of the Council to adopt Resolution No. 24-11 rescinding Resolution No. 23-13 and establish a salary schedule and compensation plan for the unrepresented regular employees and approve a budget amendment of \$14,000 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

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

F. Temporary Services Agreement - Interim Recreation Supervisor

Director of Parks and Recreation Enriquez detailed the need to hire temporary help given the resignation of the Senior Center Recreation Supervisor effective June 5, 2024 and the upcoming busy summer season. Director Enriquez outlined staff's recommendation to hire Peggy Diamond; reviewed her qualifications; and provided a timeline for the temporary position.

Moved by Councilmember Kang seconded by Councilmember Martin del Campo and carried by the following vote of the Council to authorize the City Manager to enter into an agreement for temporary services with Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

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

City Attorney provided clarification on the slight change in language for the ballot measure which now reads “Shall a measure authorizing the City Council of the City of Duarte to adopt an ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts to raise up to approximately \$2,526,250 annually until ended by voters be adopted?”

City Clerk Juarez reviewed the three Resolutions and answered questions of the City Council regarding details of each Resolution, as well as the approximate cost for a special election.

Public Comment:

Damian Martin expressed support of the ballot measure as directed by city staff and encouraged the City Council to write pamphlet arguments both in support of and opposing the ballot measure so as to get an honest assessment of the community.

City Manager Villalobos further clarified what each Resolution implies.

City Attorney Phan explained the process of designating councilmembers to write ballot arguments and the logistics of how it will be presented to the voters.

Councilmember Kang nominated himself to write the ballot argument.

Per questions made by City Council, City Attorney Phan clarified that resolutions can be voted on individually based on the motion that is put on the floor.

Discussion ensued regarding the proper procedure of adopting a resolution individually or altogether as well as the designation of the author of the ballot argument.

Councilmember Martin del Campo nominated herself to also write the ballot argument.

Clarification was made by City Attorney Phan that the ballot argument would be in favor of the measure.

Moved by Councilmember Martin del Campo, seconded by Mayor Pro Tem Garcia and carried by the following vote of the Council to adopt Resolution No. 24-08 calling for a General Municipal Election to be held on November 5, 2024; Resolution No. 24-09 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 24-10 adopting regulations pertaining to candidate statements.

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

Motion carries.

Councilmember Martin del Campo, Councilmember Kang and Mayor Truong volunteered to write the ballot argument.

Moved by Councilmember Martin del Campo, seconded by Mayor Pro Tem Garcia and carried by the following vote of the Council to designate Mayor Truong, Councilmember Kang and Councilmember Martin del Campo to author the ballot measure argument.

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

None.

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

Assistant City Manager and Director of Administrative Services Petersen pointed out that the new budget books have been created and thanked Council for approval of the MOUs.

City Manager Villalobos reported he attended the virtual Duarte Community Coordinating Council meeting where discussion was had regarding the parade preparations for the Route 66 100th anniversary in 2027.

Councilmember Kang shared details on his recent personal travels and expressed his hopes for the future of Duarte.

Mayor Pro Tem Garcia shared details on the recent community events he attended and commended the Parks and Recreation Department for their hard work putting on the Summer Kick-Off Event.

Mayor Truong reported he attended the North San Gabriel River Working Group along with City Manager Villalobos and Mayor Pro Tem Garcia, commended the City of Azusa for their work addressing homelessness and shared excitement over the 3rd of July event.

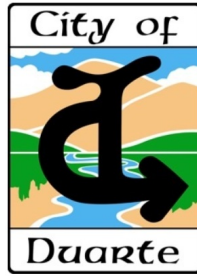
Director Breceda clarified which public safety staff will be at the third of July event.

18. ADJOURNMENT

At 8:57 p.m., the City Council adjourned the meeting.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 11.D

Approval of Warrants - July 9, 2024 (CC/HA/FA)

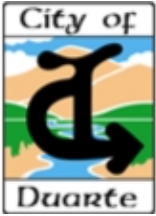
Recommended Action:

Approve the warrants of July 9, 2024.

Attachments:

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

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



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 2/18/24-3/23/24	4652	202312/1010-7965-Prof. Svcs...	24,336.88
100-1610-7618	HOME DEPOT CREDIT SERVICES	Building Repairs/Paint Supplies	BD24-1633		548.75
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen/Senior Ctr Supplies/Repairs	BD24-1633		309.57
100-1610-7618	HOME DEPOT CREDIT SERVICES	Building Repairs/Paint Supplies	BD24-1633		111.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return Inv # 0544136/4524484	BD24-1633		-65.94
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	BD24-1633		483.59
100-1410-7980	HOME DEPOT CREDIT SERVICES	Return (Inv #6033440)	BD24-1633		-115.66
100-1605-7002	PAMELA ROMERO	CPR Stipend	4664		76.92
100-1405-7980	METRO GOLD LINE FOOTHILL ...	FY25 & FY26 Joint Powers Authority Annual Dues	4656		3,500.00
100-1205-7779	FSP DESIGNS	DART Sashes	4639		205.92
100-1405-7975	DASHER & TABATA INC	NEC Brycedale & Hunt Facade Design/Construction	219894	202311/1405-7975-BV/Hunt D..	1,827.18
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Shop Supplies	BD24-1633		121.44
100-1610-7616	CHALLENGER TEAMWEAR	Lifeguard Uniforms	4629		479.47
100-1815-7830	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Management 7/1/24 - 6/30/25	4670		575.40
100-1020-7716	ASCAP	FY25 Special Community Event Music License	219882		439.83
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH FortiNet Analyzer CyberSecurity 7/1/24-6/30/2	4670		999.00
100-1820-7772	CALIFORNIA JOINT POWERS I...	FY25 Liability Program	4626		352,573.00
100-1820-7772	CALIFORNIA JOINT POWERS I...	FY25 Liability Program Retro Adjustment	4626		3,683.00
100-1820-7773	CALIFORNIA JOINT POWERS I...	FY25 Worker's Compensation Retro Adjustment	4626		-5,500.00
100-1820-7773	CALIFORNIA JOINT POWERS I...	FY25 Worker's Compensation	4626		221,085.00
100-5004	CALIFORNIA JOINT POWERS I...	FY25 General Liability Pool Distribution	4626		-36,200.00
100-1820-7775	CALIFORNIA JOINT POWERS I...	FY25 Property Insurance	4626		90,224.00
100-1025-7707	CITY OF LOS ANGELES	FY25 LARA Membership Dues	219907		5,635.37
100-1405-7975	LEE & ASSOCIATES - PASADEN...	Real Estate Consulting 3/16/24 - 5/31/24	4648	202405-Economic Dev and Re...	19,075.00
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone-SD Wan w/VELO/SIP & E911 Bundle 7/2024	4631		1,666.53
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2024	4670		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2024	4670		464.20
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 7/2024	4660		191.22
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	219932		3,815.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Hoses/Reel	BD24-1633		164.27
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	BD24-1633		247.90
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	BD24-1633		21.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Hoses/Reel	BD24-1633		176.36
100-1805-7965	CLIMATEC LLC	FY23 Annual Measuremen/Verification Report	219889		8,500.00
100-1205-7636	UNIFORM HEADQUARTERS	CSO Sanchez Uniforms	4686		82.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Ryobi Batteries	BD24-1633		220.92
100-1205-7779	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2024	4627	202418-FY23-26-Exp-Tutors,S...	64.00
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2024	4627		320.00
100-1205-7650	ENTERPRISE FM TRUST	(2) Toll Road Fee 4/3/2024 (Vehicle 28 & 30)	BD24-1631		18.00

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		722.67
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 6/2024	BD24-1631		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/01/2024 - 6/30/2024	BD24-1631		431.65
100-1205-7761	DATA TICKET INC	Admin Citation Processing Fee 5/2024	4632		2,359.07
100-1205-7980	CACEO	Emily Lepone CCEO Application Fee	219887		210.00
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 7/01/2024 - 9/30/2024	219934		12,984.96
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park Building	4665		135.00
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 5/2024	219891		1,166.35
100-4303	ARMANDO MENDOZA	Citation Reimbursement (Hearing Decision)	219911		550.00
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Portable Radios	4637		12,057.23
100-1205-7761	DATA TICKET INC	Parking Citation Processing Fee 5/2024	4632		2,089.86
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation	4663	202422-PassThru-Royal Oaks ...	8,471.50
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers and Funnels	4641	202501-Exp-Used Oil-OPP14-...	1,697.83
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers and Funnels	4641	202401-Exp Used Oil-OPP13-2...	1,646.10
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	219900		100.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	4668		215.88
100-1605-7729	MAURICIO PINZON	Summer Concerts in the Park Band	219919		3,200.00
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 5/2024	4647		117.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 5/26/2024 - 6/8/2024	4623		1,248.60
100-1205-7782	ALL CITY MANAGEMENT SERV...	Summer Crossing Guard Srvcs 5/26/2024 - 6/8/2024	4623		1,682.10

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1025-7696	SAN GABRIEL VALLEY COUNCIL...	FY25 Annual Dues	219929		15,205.58
100-1405-7980	C.A.T. SPECIALTIES INC	CMD Department Polos	219886		559.92
100-1605-7750	INLAND EMPIRE STAGES LTD	Petersen Auto Museum	219902		1,385.75
		Excursion Transportation			
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance	4634		159.00
		6/2024			
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff's Contract 5/2024	4651		444,552.49
100-1610-7652	ALBERTOS PLUMBING	Snack Bar Restroom Sink	4622		1,161.95
		Replacement			
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 6/2024	4621		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 6/2024	4621		61.00
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media	4674		9,391.00
		Management 6/2024			
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management	4674		2,345.00
		Services 6/2024			
100-1500	MARILYN MAYS	Advance-2024 SoCal State	219909		3,679.26
		Boxing			
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Badges	219893		25.63
100-1205-7980	CACEO	Emily Lepone Enforcement	219887		400.00
		Certification			
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4630		25.69
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4630		9.31
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	4642		50.00
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	219914		50.00
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	219922		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	219937		50.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Veteran's Day Banner	4672		1,263.58
100-1205-7780	ANIMAL CARE EQUIPMENT & ...	Animal Control Equipment	219880		959.11
100-1205-7780	ANIMAL CARE EQUIPMENT & ...	Animal Control Equipment	219880		69.00
100-1205-7780	ULINE INC	Animal Control Supplies	4685		2,067.61
100-1010-7610	ANDRES RANGEL	CCCA Conference Expense	4661		373.93
		Reimbursement			
100-1825-7688	CURO MANAGED PRINT PRO...	Labels for Used Oil Containers	219893	202401-Exp Used Oil-OPP13-2...	866.57
		& Funnels			
100-1010-7685	NETFILE INC	Annual Subscription Agency	4658		4,000.00
		Srvcs 7/1/24 - 6/30/25			
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Radio Installation	4637		2,051.24
100-1205-7615	FOOTHILL COMMUNICATIONS...	PS Director's Vehicle EOC Radio	4637		748.45
		Installation			
100-1205-7615	FOOTHILL COMMUNICATIONS...	Public Safety Office EOC Radio	4637		5,245.13
		Installation			
100-2126	CHEUK YEUNG CHAN	Const/Demo Deposit Refund	219888		1,000.00
		(Pmt#2023-110)			
100-5004	CHEUK YEUNG CHAN	Administrative Fee (Pmt#2023-	219888		-125.00
		110)			
100-1605-7740	ORQUIDIA ROMERO	Summer Day Camp Week 8	219927		625.00
		Special Attraction			
100-1020-7716	SWEET BASIL PIZZA	Summer Kickoff Event	219933		218.18
		CERT/Volunteer Dinner			
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	4668		9.38
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	4668		359.96
100-1205-7980	STAPLES ADVANTAGE	Case Management Supplies	4668		481.13
100-1825-7626	POSTMASTER	FY25 Permit #33 Bulk Mail Fee	219920		320.00
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Publicity Fans	4672		1,964.38
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	4640		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	4653		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	4636		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	4675		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	4667		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	4644		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	4649		75.00

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	4645		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	4643		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	4662		566.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	4628		566.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	219884		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	4625		218.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	4669		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	4635		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	4633		435.00
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	Bilingual Testing Services 5/30/2024	219906		90.00
100-1610-7616	CURO MANAGED PRINT PRO...	Employee Name Badges	219893		68.36
100-1825-7626	FEDEX	Document Delivery	219899		102.86
100-1205-7980	STAPLES ADVANTAGE	Case Management Supplies	4668		45.24
100-1010-7614	STAPLES ADVANTAGE	Electon Handbooks Supplies	4668		77.00
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement 5/16/24-5/22/24	4673		370.25
100-1010-7612	ICMA MEMBERSHIP RENEWA...	Andres Rangel Membership Dues	219901		200.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #514649)	BD24-1633		-4.01
100-1500	MARILYN MAYS	Advance Check 219763 5/28/24	219909		-142.00
100-1605-7610	MARILYN MAYS	Blacks in Gov't Regional Mtg Expense Reimbursement	219909		303.60
100-1020-7713	CURO MANAGED PRINT PRO...	Museum Route 66 Room Dedication Programs	219893		199.03
100-1205-7650	WEX BANK	Fuel-Public Safety 5/1/24 - 5/31/24	BD24-1632		62.54
100-1410-7650	WEX BANK	Fuel-Field Srvc 5/1/24 - 5/31/24	BD24-1632		64.41
100-1605-7650	WEX BANK	Fuel-Parks & Recreation 5/1/24 - 5/31/24	BD24-1632		208.99
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2024	4666		11,005.80
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 4/2024	4666		2,476.32
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 7/2024	219908		1,750.00
100-2120	BRIAN PHAN	SC Rent Deposit Refund 6/22/2024	219918		500.00
100-1815-7632	MAXTREME INC	Google Maxhavens 5/2024	4654		115.20
100-1815-7632	MAXTREME INC	Office 365 6/2024	4654		470.25
100-1815-7980	MAXTREME INC	Misc UPS Battery/Cables/Harddrives/Ipad Cases	4654		4,214.96
100-1815-8011	MAXTREME INC	(2) Laptops	4654		2,727.78
100-1605-7691	DUARTE RECREATION PETTY ...	Ribbon/Bags Commissioner Appreciation	219896		16.52
100-1605-7735	DUARTE RECREATION PETTY ...	TC Dance July 3rd Uniform Paint/Markers	219896		51.70
100-1605-7740	DUARTE RECREATION PETTY ...	Summer Day Camp Flatbread	219896		19.96
100-1005-7642	U.S. BANK	Margaret Finlay Chamber Membersip 4/1/24 - 4/1/25	4676		86.00
100-1005-7980	U.S. BANK	DashPass 6/5/2024 - 7/5/2024 (DoorDash)	4676		9.99

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	4676		18.00
100-1010-7980	U.S. BANK	Joint Mtg w/DUSD 5/28/24 (Janet's Mediterranean)	4676		963.59
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Poke Bar)	4676		28.38
100-1010-7980	U.S. BANK	CC Mtg 6/25/24 Food (Sweet Nothings)	4676		31.70
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Dickey's BBQ)	4676		35.80
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Porto's)	4676		36.02
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Mikomi Sushi)	4676		47.60
100-1010-7980	U.S. BANK	Brian Villalobos Mtg w/Capt Meza (Mikomi Sushi)	4676		48.40
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-El Canton)	4676		67.24
100-1010-7980	U.S. BANK	CC Mtg 5/28/24 Food (DoorDash-Portos Bakery)	4676		70.74
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (Janet's Mediterranean)	4676		86.63
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Jersey Mike's)	4676		37.94
100-1020-7712	U.S. BANK	Spotify Membership	4676		16.99
100-1020-7980	U.S. BANK	2024 Call for Artists (Western States Arts Fed)	4676		475.00
100-1605-7739	U.S. BANK	Facebook Ads (July 3rd Celebration)	4676		75.00
100-1405-7610	U.S. BANK	Interview Panel Coffee (Starbucks)	4683		15.95
100-1405-7610	U.S. BANK	Interview Panel Lunch 6/4/24 (Hope Village)	4683		139.66
100-1405-7612	U.S. BANK	FY24 Hightail Annual Subscription (Pro Yearly)	4683		65.00
100-1410-7610	U.S. BANK	Sean McBride CEU Seminar 6/18/24 (PAPA)	4683		135.00
100-1410-7610	U.S. BANK	Sean McBride CEU Seminar 7/11/24 (PAPA)	4683		115.00
100-1410-7612	U.S. BANK	Gerard/Sean 2024 Membership (PAPA)	4683		120.00
100-1020-7980	U.S. BANK	Deposit-Employee Event 8/15/24 (Bowlero Arcadia)	4679		1,293.81
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/4/24 - 7/3/24	4679		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/4/24 - 7/3/24	4679		7.75
100-1805-7980	U.S. BANK	Staff Meeting Refreshments 6/13/24 (Poppy Cake)	4679		37.50
100-1810-7610	U.S. BANK	Union Mtg Lunch 6/6/24 (Tropicana Mkt)	4679		124.98
100-1810-7610	U.S. BANK	Kristen Petersen Meeting w/Staff (Cafe on Lemon)	4679		47.47
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 6/13/24 - 7/12/24	4679		814.69
100-1815-7632	U.S. BANK	Finance Webinar 6/7/24 - 7/6/24 (Zoom)	4679		80.00
100-1205-7610	U.S. BANK	Area D Coordination Meeting 6/18/24 (Hope Village)	4677		69.54
100-1205-7612	U.S. BANK	Bryan Ariizumi CACEO Membership	4677		100.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	4677		9.91
100-1205-7615	U.S. BANK	Return-Trauma Kits Supplies (Amazon)	4677		-38.14

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	Trauma Kit Supplies (North American Rescue)	4677		200.86
100-1205-7615	U.S. BANK	Hand Held Radio Speaker Mic (Twowaydirect)	4677		338.89
100-1205-7615	U.S. BANK	Traffic Cones (Amazon)	4677		310.86
100-1205-7615	U.S. BANK	Trauma Kit Supplies (Amazon)	4677		273.17
100-1205-7779	U.S. BANK	DART Meeting Supplies 5/29/24 (Target)	4677		11.80
100-1205-7779	U.S. BANK	DART Cleanup Dinner 6/10/24 (Jersey Mikes)	4677		134.70
100-1205-7779	U.S. BANK	DART Meeting 5/29/24 Gift Cards (Target)	4677		40.00
100-1205-7779	U.S. BANK	DART Explorer Graduation 6/1/24 (In-N-Out)	4677		91.11
100-1205-7779	U.S. BANK	DART Volunteer Snacks 6/14/24 (Serranos)	4677		67.20
100-1205-7779	U.S. BANK	DART Member Graduation (McDonalds)	4677		70.12
100-1205-7779	U.S. BANK	DART Volunteer Lunch 6/14/24 (Jersey Mikes)	4677		134.70
100-1205-7779	U.S. BANK	DART Office Supplies (Target)	4677		36.96
100-1205-7779	U.S. BANK	DART Trip 5/30/24 (Aquarium of the Pacific)	4677		584.35
100-1205-7779	U.S. BANK	DART Library Event 6/13/24 (Little Caesars)	4677		30.73
100-1205-7779	U.S. BANK	DART Outdoor Moive Supplies (Smart & Final)	4677		26.48
100-1205-7779	U.S. BANK	DART Trip Parking 5/30/24 (Aquarium)	4677		15.00
100-1205-7779	U.S. BANK	DART Trip Dinner 5/30/24 (Chick-Fil-A)	4677		168.55
100-1205-7779	U.S. BANK	DART Meeting Food 5/29/24 (Little Caesars)	4677		40.97
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Merengue Bakery)	4677		38.04
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Supplies (Target)	4677		40.11
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (A & P Donuts)	4677		35.75
100-1205-7780	U.S. BANK	Trauma Kit Supplies (Amazon)	4677		32.20
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Smart & Final)	4677		54.17
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Amazon)	4677		62.51
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	4677		207.61
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Starbucks)	4677		44.00
100-1205-7780	U.S. BANK	Animal Control Equipment (Amazon)	4677		912.72
100-1205-7980	U.S. BANK	Warrant Operation Food/Drinks (Smart & Final)	4677		44.66
100-1205-7980	U.S. BANK	Refund-E Bike Locks (Amazon)	4677		-49.80
100-1205-7980	U.S. BANK	Warrant Operation Food (El Pavo)	4677		75.00
100-1205-7980	U.S. BANK	E-Bike Supplies (Amazon)	4677		219.62
100-1205-7980	U.S. BANK	Warrant Operation Food (La Noria)	4677		116.82
100-1605-7610	U.S. BANK	Summer Staff Training (Dominos Pizza)	4680		113.35
100-1605-7610	U.S. BANK	Summer Staff Training (Smart & Final)	4680		47.14
100-1605-7614	U.S. BANK	Hand Sanitizer (Amazon)	4680		22.04
100-1605-7614	U.S. BANK	Return-Adapter (Amazon)	4680		-15.32

Council Warrant Register By Account

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7614	U.S. BANK	Felt Pens (Amazon)	4680		17.22
100-1605-7650	U.S. BANK	Staff Vehicle Car Wash (Nu Way Hand Wash)	4680		37.98
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Nu Way Hand Wash)	4680		37.98
100-1605-7691	U.S. BANK	Commissioner Appreciation (Amazon)	4680		10.59
100-1605-7691	U.S. BANK	PMLB Appreciation (Sees Candy)	4680		92.21
100-1605-7693	U.S. BANK	MYC Dinner 6/3/24 (Del Taco)	4680		137.03
100-1605-7733	U.S. BANK	SC Special Event Supplies (Amazon)	4680		113.06
100-1605-7733	U.S. BANK	Senior Center Supplies (Amazon)	4680		73.34
100-1605-7733	U.S. BANK	SC Program Supplies (Hooby Lobby)	4680		40.01
100-1605-7733	U.S. BANK	Return-SC Program Supplies (Amazon)	4680		-16.53
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Party City)	4680		64.72
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Cynthia Flowers)	4680		100.00
100-1605-7733	U.S. BANK	Staff Recognition Cookies/Candy (Target)	4680		13.65
100-1605-7733	U.S. BANK	SC Program Supplies (Amazon)	4680		63.93
100-1605-7733	U.S. BANK	SC Program Supplies (Hallmark)	4680		19.83
100-1605-7733	U.S. BANK	Staff Recognition Brookies (Sweet Nothings)	4680		21.00
100-1605-7733	U.S. BANK	SC Staff Farewell Reception (Le Donuts)	4680		54.00
100-1605-7733	U.S. BANK	SC Staff Appreciation Pie (Marie Callenders)	4680		22.99
100-1605-7733	U.S. BANK	Staff Recognition Donut Holes (Le Donuts)	4680		23.50
100-1605-7733	U.S. BANK	SC Program Supplies (Target)	4680		25.83
100-1605-7733	U.S. BANK	SC Staff Appreciation Donuts (Randy's Donuts)	4680		49.20
100-1605-7733	U.S. BANK	SC Staff Appreciation Supplies (Smart & Final)	4680		96.41
100-1605-7733	U.S. BANK	SC Paper Trimmer (Amazon)	4680		31.96
100-1605-7733	U.S. BANK	SC Staff Appreciation Reception (Dunkin)	4680		43.97
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Hobby Lobby)	4680		39.68
100-1605-7733	U.S. BANK	SC REception Donuts (Winchells)	4680		39.98
100-1605-7733	U.S. BANK	Program Supplies (Amazon)	4680		997.24
100-1605-7733	U.S. BANK	SC Tablecloth Cleaning (Natures Cleaners)	4680		705.00
100-1605-7733	U.S. BANK	SC Staff Appreciation/Reception (Krispy Kreme)	4680		41.98
100-1605-7733	U.S. BANK	SC Volunteer Brunch Decorations (QualityWholesale)	4680		550.00
100-1605-7733	U.S. BANK	SC Program/Patio Supplies (Vita Garden)	4680		449.97
100-1605-7733	U.S. BANK	SC Father's Day Event Supplies (Michaels)	4680		79.32
100-1605-7733	U.S. BANK	SC Ironing Board Cover Pads/Irons (Amazon)	4680		132.28
100-1605-7733	U.S. BANK	SC Program Supplies (Natures Cleaners)	4680		200.00
100-1605-7733	U.S. BANK	SC Shredder (Amazon)	4680		180.31

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7733	U.S. BANK	SC Masking Tape/Markers/Folders (Amazon)	4680		90.01
100-1605-7733	U.S. BANK	SC Balloons (Winner Party Inc)	4680		157.44
100-1605-7733	U.S. BANK	Senior Ctr Supplies (Amazon)	4680		266.81
100-1605-7733	U.S. BANK	SC Staff Appreciation Cake (Susiecakes)	4680		79.99
100-1605-7735	U.S. BANK	IDC/Duarte Dance Supplies (Amazon)	4680		418.51
100-1605-7737	U.S. BANK	Excursion Deposit Harrah's Casino 5/22/24 (Rincon)	4680		600.00
100-1605-7738	U.S. BANK	TC Excursion 6/24/24 (Round 1 Bowling)	4680		195.41
100-1605-7739	U.S. BANK	Event Publicity (Independence Bunting)	4680		1,704.33
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	4680		135.45
100-1605-7740	U.S. BANK	Day Camp-Duarte Pk Phone Srvcs (Tracfone)	4680		43.19
100-1605-7740	U.S. BANK	Day Camp Walkie Talkies (Amazon)	4680		176.39
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	4680		146.77
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	4680		22.02
100-1605-7740	U.S. BANK	SummerDay Camp Coolers (Walmart)	4680		218.30
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	4680		236.34
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Insect Lore)	4680		8.95
100-1605-7740	U.S. BANK	Splash Camp Supplies (Amazon)	4680		292.68
100-1605-7740	U.S. BANK	Summer Day Camp Show (Critter Squad Wildlife)	4680		372.56
100-1605-7740	U.S. BANK	Donation-Therapy Dogs (Go Team Dogs)	4680		200.00
100-1605-7740	U.S. BANK	Splash Camp Supplies (Amazon)	4680		67.22
100-1605-7745	U.S. BANK	TC Boxing Hand Wraps (Amazon)	4680		30.47
100-1605-7745	U.S. BANK	TC Boxing Gauze/Pump (Amazon)	4680		43.52
100-1605-7745	U.S. BANK	C Dominguez Jr USA Boxing Coach Registration	4680		122.00
100-1605-7758	U.S. BANK	July 3rd Celebration Portable Rental (Eagle)	4680		4,140.30
100-1605-7758	U.S. BANK	July 3rd Celebration LA Dept of Health Permit	4680		1,161.22
100-1605-7980	U.S. BANK	Running Club Incentive (Cabrera's)	4680		30.00
100-1605-7980	U.S. BANK	Staff Training Supplies (Ralphs)	4680		166.45
100-1610-7616	U.S. BANK	Ratching Wrench (Amazon)	4680		28.65
100-1610-7616	U.S. BANK	Pool Test Kit Glass Cuvettes (SCP)	4680		86.12
100-1610-7618	U.S. BANK	Ground Poles (Amazon)	4680		1,077.56
100-1610-7618	U.S. BANK	FM Asbestos Test Kit (Amazon)	4680		38.53
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	219917		625.00
100-1605-7758	A1 EVENT & PARTY RENTAL	July 3rd Celebration VIP Table Umbrellas	219877		1,188.00
100-1010-7980	SHAFFER AWARDS	John Fasana Recognition Plaque	219931		59.18
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2024	4666		8,736.30

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 5/2024	4666		3,070.68
100-1805-7612	U.S. BANK	Kristen Petersen GFOA Membership 8/1/24 - 7/31/25	4679		225.00
100-1810-7612	U.S. BANK	Kristen Petersen FY25 CALPERLA Membership	4679		380.00
100-2120	UNITED STATES YOUTH VOLLE...	FY24 Sports Field Rent Deposit Refund	219935		250.00
100-2120	MARTIN MEDINA	FY24 Sports Field Rent Deposit Refund	219910		100.00
100-2120	NICK LOPEZ	FY24 Sports Field Rent Deposit Refund	219905		250.00
100-2120	BRIAN WALTRIP	FY24 Sports Field Rent Deposit Refund	219936		100.00
100-2120	RAMIREZ BASEBALL LEAGUE	FY24 Sports Field Rent Deposit Refund	219923		250.00
100-2120	PURE SPORTS	FY24 Sports Field Rent Deposit Refund	219921		100.00
100-2120	BEAR CITY UNIFIED SOCCER C...	FY24 Sports Field Rent Deposit Refund	219883		250.00
100-2120	ADULT SPORTS MANAGEMENT	FY24 Sports Field Rent Deposit Refund	219878		250.00
100-2120	PASADENA RUGBY FOOTBALL ...	FY24 Sports Field Rent Deposit Refund	4659		250.00
100-2120	MICHAEL ANNUZIATO	FY24 Sports Field Rent Deposit Refund	219881		100.00
100-2120	OPPORTUNITIES FOR LEARNI...	FY24 Sports Field Rent Deposit Refund	219913		100.00
100-2120	ERIC REYES	FY24 Sports Field Rent Deposit Refund	219924		100.00
100-2120	ESPERANZA RODRIGUEZ	TC Rent Deposit Refund 6/15/2024	219925		300.00
100-2120	TERRY LIN	FY24 Sports Field Rent Deposit Refund	4650		100.00
100-2120	MARIA MUNOZ	SC Rent Deposit Refund 6/15/2024	219912		500.00
100-2120	SARAH RUVALCABA	ROP Bldg Rent Deposit Refund 6/15/2024	219928		150.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH & SC Wireless Bridge Upgrade Installment 1 & 2	4670		3,759.49
100-1605-7758	EMERALD ISLE ENTERTAINME...	July 3rd Celebration Fun Zone Attractions	219898		7,250.00
100-1605-7729	KYLE KOLLER	Concert in the Park Stage/Sound	219904		3,200.00
100-1205-7787	MVP, LLC	Public Safety Lease	4657		9,221.00
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	219916		625.00
100-1605-7729	KYLE KOLLER	Concert in the Park Stage/Sound	219903		3,200.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	Fortinet FortiGuard SOC 7/1/2024 - 6/30/2025	4670		2,495.00
100-1815-7632	MAXTREME INC	FY25 Jamf Pro Renewal	4654		14,500.00
100-1805-7610	CSMFO	A Chiaromonte SGV Chapter Mtg 7/10/24	219892		45.00
100-1605-7729	RAYMOND RODRIGUEZ	Concerts in the Park Band	219926		2,500.00
100-1825-7072	U.S. BANK PARS ACCOUNT #6...	Pension Rate Stabilization FY25 Payment	4684		49,000.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 7/2024	219897	250004 - Property Rent - Next...	2,001.51
100-1020-7710	DUARTE CHAMBER OF COMM...	FY25 1st Installment Agreement Svcs	219895		32,000.00
100-1211	ERWIN MENDEZ	Computer Loan	4655		884.90
100-1605-7758	PARTY PRONTO INC	July 3rd Celebration Fun Zone Attractions	219915		2,925.00
Fund 100 - GENERAL FUND Total:					1,469,428.11

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 5/2024	219891		4,811.16
Fund 220 - GAS TAX FUN Total:					4,811.16
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2127	ALL AMERICAN ASPHALT	Retention	219879	202407/225-2127-Retention-...	-18,937.45
225-2250-8100	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project 6/2024	219879	202407/225-2250-8100-Other...	378,748.98
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					359,811.53
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	4646		50.60
240-2410-7662	BEE REMOVERS	Bee Removal-City Hall 5/30/2024	4624		140.00
240-2431-7887	BEE REMOVERS	Bee Removal-Las Brisas LLD 6/3/2024	4624		140.00
240-2410-7663	COUNTY OF LOS ANGELES AGR..	Gopher Control 4/2024	219890		336.12
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 6/2024	4621		784.00
240-2410-7906	WEST COAST ARBORISTS INC	Tree Trimming/Removal	4687		1,450.40
240-2410-7909	WEST COAST ARBORISTS INC	Tree Trimming/Removal	4687		10,296.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					13,197.12
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 5/2024	4647	202413-Professional Svcs-ADA...	468.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					468.00
Fund: 270 - PAEG - PUBLIC ACCESS					
270-2705-8100	U.S. BANK	PEG Channel Dropbox License 6/15/24 - 6/15/25	4679		1,440.00
Fund 270 - PAEG - PUBLIC ACCESS Total:					1,440.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff's Contract 5/2024	4651		10,341.20
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					10,341.20
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 6/01/2024 - 6/30/2024	BD24-1631		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 6/01/2024 - 6/30/2024	BD24-1631		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 6/01/2024 - 6/30/2024	BD24-1631		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Tax on Gain on Prior	BD24-1631		840.50
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 6/01/2024 - 6/30/2024	BD24-1631		813.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 6/01/2024 - 6/30/2024	BD24-1631		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 6/01/2024 - 6/30/2024	BD24-1631		567.93
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					4,072.95
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-8013	FOOTHILL TRANSIT	63rd Installment of 3rd Bus 6/2024	4638		3,887.05
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	219932		354.89
440-4405-7673	TELUS HEALTH (US) LTD	Drug and/or Alcohol Svcs 1/2024 - 3/2024	4671		87.50
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2024	4638		19,964.50
440-5004	FOOTHILL TRANSIT	Duarte Local Service 5/2024	4638		-748.86
Fund 440 - PROPOSITION A TRANSIT FUND Total:					23,545.08
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	63rd Installment of 3rd Bus 6/2024	4638		3,180.31
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	219932		266.16

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2024	4638		16,334.60
460-5004	FOOTHILL TRANSIT	Duarte Local Service 5/2024	4638		-612.71
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,168.36
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	ALL AMERICAN ASPHALT	Retention	219879	202407/470-2127-Retention-...	-13,250.00
470-4705-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project	219879	202407/4705-8070-Cap St Im...	265,000.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					251,750.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
475-2127	ALL AMERICAN ASPHALT	Retention	219879	202407/475-2127-Retention-S...	-1,098.06
475-4750-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project 5/2024	219879	202407/4750-8070-Street Imp...	21,961.15
475-4750-7965	BUCKNAM INFRASTRUCTURE ...	Pavement Management Update Services 5/2024	219885		4,438.00
475-2127	ALL AMERICAN ASPHALT	Retention	219879	202407/475-2127-Retention-S...	-18,861.89
475-4750-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project	219879	202407/4750-8070-Street Imp...	377,237.85
Fund 475 - MEASURE M LR TRANSIT FUND Total:					383,677.05
Fund: 680 - Duarte Housing Authority					
680-6805-7980	SAN GABRIEL VALLEY REGION...	FY25 SGVRHT Membership	219930		10,913.66
680-6805-7312	RUTAN & TUCKER LLP	2400 Huntington Affordable Housing 4/2024	4666		153.00
680-6805-7312	RUTAN & TUCKER LLP	2400 Huntington Affordable Housing 5/2024	4666		127.50
Fund 680 - Duarte Housing Authority Total:					11,194.16
Grand Total:					2,552,904.72

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,469,428.11
220 - GAS TAX FUN	4,811.16
225 - SB-1, Road Maintenance/Rehab Fund	359,811.53
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	13,197.12
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	468.00
270 - PAEG - PUBLIC ACCESS	1,440.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	10,341.20
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	4,072.95
440 - PROPOSITION A TRANSIT FUND	23,545.08
460 - PROPOSITION C TRANSIT FUND	19,168.36
470 - MEASURE R LR TRANSIT FUND	251,750.00
475 - MEASURE M LR TRANSIT FUND	383,677.05
680 - Duarte Housing Authority	11,194.16
Grand Total:	2,552,904.72

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	161.00
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
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	373.93
100-1010-7612	Publications and Dues	218.00
100-1010-7614	Office Supplies	77.00
100-1010-7685	Technology Services	4,000.00
100-1010-7965	Professional Services	24,336.88
100-1010-7980	Other Expenses	1,513.22
100-1015-7680	City Attorney Legal	19,742.10
100-1015-7686	Other Legal Services	5,547.00
100-1020-7710	Chamber Of Commerce	33,750.00
100-1020-7712	Community Information ...	9,407.99
100-1020-7713	Historical Museum Bldg...	199.03
100-1020-7716	Special Community Even...	658.01
100-1020-7720	DCTV	2,345.00
100-1020-7980	Other Expenses	1,768.81
100-1025-7696	SGV Council Of Govern...	15,205.58
100-1025-7707	LARA Membership	5,635.37
100-1205-7610	Travel, Mtgs & Conf	69.54
100-1205-7612	Publications and Dues	100.00
100-1205-7614	Office Supplies	9.91
100-1205-7615	Emergency Supplies	21,187.69
100-1205-7636	Uniforms	82.58
100-1205-7650	Vehicle Maintenance	80.54
100-1205-7761	Parking Ticket Collect	4,448.93
100-1205-7779	Youth Programs	2,092.84
100-1205-7780	Animal Control	4,522.83
100-1205-7781	Contract Law Enforceme...	444,552.49
100-1205-7782	Crossing Guard Contract...	2,930.70
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	1,542.67
100-1211	Computer Loan Program	884.90
100-1405-7610	Travel, Mtgs & Conf	155.61
100-1405-7612	Publications and Dues	65.00

Account Summary

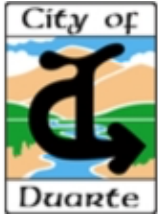
Account Number	Account Name	Payment Amount
100-1405-7614	Office Supplies	225.26
100-1405-7690	Planning Commission	200.00
100-1405-7801	Industrial Waste Inspect...	1,166.35
100-1405-7965	Professional Services	117.00
100-1405-7975	Economic Development ...	20,902.18
100-1405-7980	Other Expenses	4,059.92
100-1410-7610	Travel, Mtgs & Conf	250.00
100-1410-7612	Publications and Dues	120.00
100-1410-7650	Vehicle Maintenance	64.41
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,815.00
100-1410-7980	Other Expenses	637.74
100-1500	Advances	3,537.26
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	464.09
100-1605-7614	Office Supplies	23.94
100-1605-7636	Uniforms	25.63
100-1605-7650	Vehicle Maintenance	284.95
100-1605-7691	Parks & Rec Commission	119.32
100-1605-7693	Youth Council	137.03
100-1605-7729	Concerts In The Park	13,350.00
100-1605-7733	Senior Center	4,858.62
100-1605-7735	Teen Center	577.96
100-1605-7737	Adult Excursions	600.00
100-1605-7738	Teen Excursions	195.41
100-1605-7739	Publicity	5,007.29
100-1605-7740	Day Camps	2,564.83
100-1605-7745	Boxing Program	195.99
100-1605-7750	Bus Rentals	1,385.75
100-1605-7758	Independence Day Celeb...	16,664.52
100-1605-7980	Other Expenses	196.45
100-1610-7616	Pool Supplies	662.60
100-1610-7618	Building Supplies	2,699.36
100-1610-7636	Uniforms	25.69
100-1610-7652	Building Maint Services	1,656.48
100-1805-7610	Travel, Mtgs & Conf	45.00
100-1805-7612	Publications and Dues	225.00
100-1805-7965	Professional Services	8,500.00
100-1805-7980	Other Expenses	37.50
100-1810-7610	Travel, Mtgs & Conf	172.45
100-1810-7612	Publications and Dues	380.00
100-1810-7660	Other Services	320.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software	15,980.14
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	7,861.79
100-1815-7830	Telephone Services	2,706.13
100-1815-7980	Other Expenses	4,214.96
100-1815-8011	Computer Equipment (C...	2,727.78
100-1820-7772	Liability Coverage	356,256.00
100-1820-7773	Worker's Comp Coverage	215,585.00
100-1820-7775	Property Coverage	90,224.00
100-1825-7072	Pension Rate Stabilizatio...	49,000.00
100-1825-7613	Duplications And Photos	359.96
100-1825-7626	Postage	422.86
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7688	Oil Recycling Grant	4,210.50
100-1830-8100	Vehicle Replacement (C...	9,479.98

Account Summary

Account Number	Account Name	Payment Amount
100-2120	Refundable Deposits	3,650.00
100-2121	Pass Through Deposits	8,471.50
100-2126	Construction and Demoli...	1,000.00
100-4303	Other Fines	550.00
100-4408	Property Rental	2,001.51
100-5004	Other Revenue	-36,325.00
220-2210-7890	Repairs-Traffic Signal	4,811.16
225-2127	Retention Payable	-18,937.45
225-2250-8100	Other Capital Improvem...	378,748.98
240-2410-7662	Other Serv-Citywide	140.00
240-2410-7663	Other Serv-Medians	336.12
240-2410-7888	Repairs-Citywide	50.60
240-2410-7906	Tree Trim-Citywide	1,450.40
240-2410-7909	Tree Trim-Residential	10,296.00
240-2426-7810	Street Sweeping	784.00
240-2431-7887	Repairs & Replacements	140.00
260-2605-7965	Professional Services	468.00
270-2705-8100	Other Capital Improvem...	1,440.00
290-2905-7781	Contract Law Enforceme...	10,341.20
320-3205-8013	Vehicles (Capital)	4,072.95
440-4405-7673	Physical Exams	87.50
440-4405-7814	Graffiti Removal	354.89
440-4405-7960	Foothill Transit Operatio...	19,964.50
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-748.86
460-4605-7814	Graffiti Removal	266.16
460-4605-7960	Foothill Tranist Operatio...	16,334.60
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-612.71
470-2127	Retention Payable	-13,250.00
470-4705-8070	Street Improvements (C...	265,000.00
475-2127	Retention Payable	-19,959.95
475-4750-7965	Professional Services	4,438.00
475-4750-8070	Street Improvements	399,199.00
680-6805-7312	Legal Counsel	280.50
680-6805-7980	Other Expenses	10,913.66
Grand Total:		2,552,904.72

Project Account Summary

Project Account Key	Payment Amount
None	1,501,649.57
202311/1405-7975-BV/Hunt Dr Grocery Outlet Assess	1,827.18
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202401-Exp Used Oil-OPP13-23-0016 FY24	2,512.67
202405-Economic Dev and Real Estate Consulting	19,075.00
202407/225-2127-Retention-2024 St Rehab Project	-18,937.45
202407/225-2250-8100-Other Cap-FY24 St Rehab	378,748.98
202407/470-2127-Retention-2024 Street Rehab	-13,250.00
202407/4705-8070-Cap St Improv FY23-24	265,000.00
202407/4750-8070-Street Improv-FY24	399,199.00
202407/475-2127-Retention-Street Improv-FY24	-19,959.95
202413-Professional Svcs-ADA Curb Ramps	468.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	64.00
202422-PassThru-Royal Oaks Annex-Rincon Consult	8,471.50
202501-Exp-Used Oil-OPP14-23-0016 FY25	1,697.83
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	2,552,904.72



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5198 - A1 EVENT & PARTY RENTAL					
100-1605-7758	A1 EVENT & PARTY RENTAL	July 3rd Celebration VIP Table Umbrellas	71501		1,188.00
Vendor 5198 - A1 EVENT & PARTY RENTAL Total:					1,188.00
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 6/2024	207280		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 6/2024	207281		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: T4363 - ADULT SPORTS MANAGEMENT					
100-2120	ADULT SPORTS MANAGEMENT	FY24 Sports Field Rent Deposit Refund	R100670		250.00
Vendor T4363 - ADULT SPORTS MANAGEMENT Total:					250.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event Expense Reimbursement 5/16/24-5/22/24	06242024		370.25
Vendor 1388 - AIDA TORRES Total:					370.25
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Snack Bar Restroom Sink Replacement	682005		1,161.95
Vendor 5561 - ALBERTOS PLUMBING Total:					1,161.95
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 5/26/2024 - 6/8/2024	94144		1,248.60
100-1205-7782	ALL CITY MANAGEMENT SERV...	Summer Crossing Guard Srvcs 5/26/2024 - 6/8/2024	94169		1,682.10
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					2,930.70
Vendor: 6621 - ANDRES RANGEL					
100-1010-7610	ANDRES RANGEL	CCCA Conference Expense Reimbursement	5/19/2024		373.93
Vendor 6621 - ANDRES RANGEL Total:					373.93
Vendor: 4459 - ANIMAL CARE EQUIPMENT & SERVICE LLC					
100-1205-7780	ANIMAL CARE EQUIPMENT & ...	Animal Control Equipment	126298		959.11
100-1205-7780	ANIMAL CARE EQUIPMENT & ...	Animal Control Equipment	18155		69.00
Vendor 4459 - ANIMAL CARE EQUIPMENT & SERVICE LLC Total:					1,028.11
Vendor: T3122 - ARMANDO MENDOZA					
100-4303	ARMANDO MENDOZA	Citation Reimbursement (Hearing Decision)	D04313		550.00
Vendor T3122 - ARMANDO MENDOZA Total:					550.00
Vendor: 6061 - ASCAP					
100-1020-7716	ASCAP	FY25 Special Community Event Music License	500850803-52024		439.83
Vendor 6061 - ASCAP Total:					439.83
Vendor: T4828 - BEAR CITY UNIFIED SOCCER CLUB					
100-2120	BEAR CITY UNIFIED SOCCER C...	FY24 Sports Field Rent Deposit Refund	R100566		250.00
Vendor T4828 - BEAR CITY UNIFIED SOCCER CLUB Total:					250.00
Vendor: T4821 - BRIAN PHAN					
100-2120	BRIAN PHAN	SC Rent Deposit Refund 6/22/2024	R104014		500.00
Vendor T4821 - BRIAN PHAN Total:					500.00

Council Warrant Register By Vendor

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6469 - BRIAN QUANDT					
100-1405-7690	BRIAN QUANDT	Planning Commission Meeting	6/17/2024		50.00
Vendor 6469 - BRIAN QUANDT Total:					50.00
Vendor: T4638 - BRIAN WALTRIP					
100-2120	BRIAN WALTRIP	FY24 Sports Field Rent Deposit Refund	R100167		100.00
Vendor T4638 - BRIAN WALTRIP Total:					100.00
Vendor: 6625 - C.A.T. SPECIALTIES INC					
100-1405-7980	C.A.T. SPECIALTIES INC	CMD Department Polos	40613		559.92
Vendor 6625 - C.A.T. SPECIALTIES INC Total:					559.92
Vendor: 3981 - CACEO					
100-1205-7980	CACEO	Emily Lepone CCEO Application Fee	200029746		210.00
100-1205-7980	CACEO	Emily Lepone Enforcement Certification	200029876		400.00
Vendor 3981 - CACEO Total:					610.00
Vendor: 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY					
100-1820-7772	CALIFORNIA JOINT POWERS I...	FY25 Liability Program	PRIM02277		352,573.00
100-1820-7772	CALIFORNIA JOINT POWERS I...	FY25 Liability Program Retro Adjustment	PRIM02277		3,683.00
100-1820-7773	CALIFORNIA JOINT POWERS I...	FY25 Worker's Compensation	PRIM02277		221,085.00
100-1820-7773	CALIFORNIA JOINT POWERS I...	FY25 Worker's Compensation Retro Adjustment	PRIM02277		-5,500.00
100-5004	CALIFORNIA JOINT POWERS I...	FY25 General Liability Pool Distribution	PRIM02277		-36,200.00
100-1820-7775	CALIFORNIA JOINT POWERS I...	FY25 Property Insurance	PROP02404		90,224.00
Vendor 0216 - CALIFORNIA JOINT POWERS INSURANCE AUTHORITY Total:					625,865.00
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1205-7779	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2024	738291	202418-FY23-26-Exp-Tutors,S...	64.00
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 5/2024	738291		320.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					384.00
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	7/15/2024		625.00
100-1605-7729	CARLOS FELIPE PEREZ	Concerts in the Park DJ	7/22/2024		625.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,250.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	7/2024		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	7/2024		75.00
Vendor 6340 - CESAR A GARCIA Total:					75.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1610-7616	CHALLENGER TEAMWEAR	Lifeguard Uniforms	1228468		479.47
Vendor 5792 - CHALLENGER TEAMWEAR Total:					479.47
Vendor: T4820 - CHEUK YEUNG CHAN					
100-2126	CHEUK YEUNG CHAN	Const/Demo Deposit Refund (Pmt#2023-110)	R99124		1,000.00
100-5004	CHEUK YEUNG CHAN	Administrative Fee (Pmt#2023-110)	R99124		-125.00
Vendor T4820 - CHEUK YEUNG CHAN Total:					875.00
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	6/17/2024		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4196116622		25.69

Council Warrant Register By Vendor

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4196116622		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					35.00
Vendor: 3911 - CITY OF LOS ANGELES					
100-1025-7707	CITY OF LOS ANGELES	FY25 LARA Membership Dues	48H-50-3811-25-005		5,635.37
Vendor 3911 - CITY OF LOS ANGELES Total:					5,635.37
Vendor: 6123 - CLIMATEC LLC					
100-1805-7965	CLIMATEC LLC	FY23 Annual Measuremen/Verification Report	990001459		8,500.00
Vendor 6123 - CLIMATEC LLC Total:					8,500.00
Vendor: 6544 - CLOUD CONNECT SOLUTIONS					
100-1815-7830	CLOUD CONNECT SOLUTIONS	Phone-SD Wan w/VELO/SIP & E911 Bundle 7/2024	1180		1,666.53
Vendor 6544 - CLOUD CONNECT SOLUTIONS Total:					1,666.53
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 5/2024	24061007338		1,166.35
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					1,166.35
Vendor: 4171 - CSMFO					
100-1805-7610	CSMFO	A Chiaromonte SGV Chapter Mtg 7/10/24	200023514		45.00
Vendor 4171 - CSMFO Total:					45.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7636	CURO MANAGED PRINT PRO...	Uniform Name Badges	7918		25.63
100-1825-7688	CURO MANAGED PRINT PRO...	Labels for Used Oil Containers & Funnels	7936	202401-Exp Used Oil-OPP13-2...	866.57
100-1610-7616	CURO MANAGED PRINT PRO...	Employee Name Badges	7940		68.36
100-1020-7713	CURO MANAGED PRINT PRO...	Museum Route 66 Room Dedication Programs	7945		199.03
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,159.59
Vendor: 6600 - DASHER & TABATA INC					
100-1405-7975	DASHER & TABATA INC	NEC Brycedale & Hunt Facade Design/Construction	8248	202311/1405-7975-BV/Hunt D..	1,827.18
Vendor 6600 - DASHER & TABATA INC Total:					1,827.18
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing Fee 5/2024	166064		2,359.07
100-1205-7761	DATA TICKET INC	Parking Citation Processing Fee 5/2024	166604		2,089.86
Vendor 5501 - DATA TICKET INC Total:					4,448.93
Vendor: 0074 - DUARTE CHAMBER OF COMMERCE					
100-1020-7710	DUARTE CHAMBER OF COMM...	FY25 1st Installment Agreement Svcs	7022024		32,000.00
Vendor 0074 - DUARTE CHAMBER OF COMMERCE Total:					32,000.00
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7691	DUARTE RECREATION PETTY ...	Ribbon/Bags Commissioner Appreciation	6252024		16.52
100-1605-7735	DUARTE RECREATION PETTY ...	TC Dance July 3rd Uniform Paint/Markers	6252024		51.70
100-1605-7740	DUARTE RECREATION PETTY ...	Summer Day Camp Flatbread	6252024		19.96
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					88.18
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 7/2024	R104269	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					2,001.51
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	7/2024		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00

Council Warrant Register By Vendor

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6501 - EMERALD ISLE ENTERTAINMENT INC					
100-1605-7758	EMERALD ISLE ENTERTAINME...	July 3rd Celebration Fun Zone Attractions	2983		7,250.00
Vendor 6501 - EMERALD ISLE ENTERTAINMENT INC Total:					7,250.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1205-7650	ENTERPRISE FM TRUST	(2) Toll Road Fee 4/3/2024 (Vehicle 28 & 30)	FBN5053955		18.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		722.67
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 33,34,24,31,25,35 Maint Fees 6/2024	FBN5053955		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/01/2024 - 6/30/2024	FBN5053955		223.12
Vendor 6189 - ENTERPRISE FM TRUST Total:					9,497.98
Vendor: T4827 - ERIC REYES					
100-2120	ERIC REYES	FY24 Sports Field Rent Deposit Refund	R103096		100.00
Vendor T4827 - ERIC REYES Total:					100.00
Vendor: 1482 - ERWIN MENDEZ					
100-1211	ERWIN MENDEZ	Computer Loan	7022024		884.90
Vendor 1482 - ERWIN MENDEZ Total:					884.90
Vendor: T4822 - ESPERANZA RODRIGUEZ					
100-2120	ESPERANZA RODRIGUEZ	TC Rent Deposit Refund 6/15/2024	R103686		300.00
Vendor T4822 - ESPERANZA RODRIGUEZ Total:					300.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 6/2024	106547		159.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					159.00
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-538-00995		102.86
Vendor 0087 - FEDEX Total:					102.86

Council Warrant Register By Vendor

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5632 - FOOTHILL COMMUNICATIONS LLC					
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Portable Radios	INV6856		12,057.23
100-1205-7615	FOOTHILL COMMUNICATIONS...	EOC Radio Installation	INV6871		2,051.24
100-1205-7615	FOOTHILL COMMUNICATIONS...	PS Director's Vehicle EOC Radio Installation	INV6872		748.45
100-1205-7615	FOOTHILL COMMUNICATIONS...	Public Safety Office EOC Radio Installation	INV6873		5,245.13
Vendor 5632 - FOOTHILL COMMUNICATIONS LLC Total:					20,102.05
Vendor: 4039 - FSP DESIGNS					
100-1205-7779	FSP DESIGNS	DART Sashes	11826		205.92
Vendor 4039 - FSP DESIGNS Total:					205.92
Vendor: 6179 - GEO PLASTICS (CA)					
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers and Funnels	78311	202501-Exp-Used Oil-OPP14-...	1,697.83
100-1825-7688	GEO PLASTICS (CA)	Used Oil Containers and Funnels	78311	202401-Exp Used Oil-OPP13-2...	1,646.10
Vendor 6179 - GEO PLASTICS (CA) Total:					3,343.93
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Building Repairs/Paint Supplies	4743164		548.75
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teen/Senior Ctr Supplies/Repairs	0544136		309.57
100-1610-7618	HOME DEPOT CREDIT SERVICES	Building Repairs/Paint Supplies	9544320		111.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return Inv # 0544136/4524484	8233834		-65.94
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	6033440		483.59
100-1410-7980	HOME DEPOT CREDIT SERVICES	Return (Inv #6033440)	6220532		-115.66
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maint Shop Supplies	0800570		121.44
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Hoses/Reel	2211876		164.27
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	2305744		247.90
100-1410-7980	HOME DEPOT CREDIT SERVICES	City Yard Parts & Supplies	2553113		21.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Fitness Ctr Hoses/Reel	2814044		176.36
100-1610-7618	HOME DEPOT CREDIT SERVICES	Ryobi Batteries	0514649		220.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv #514649)	514649CM		-4.01
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					2,221.01
Vendor: 5580 - ICMA MEMBERSHIP RENEWALS					
100-1010-7612	ICMA MEMBERSHIP RENEWA...	Andres Rangel Membership Dues	1124205		200.00
Vendor 5580 - ICMA MEMBERSHIP RENEWALS Total:					200.00
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Petersen Auto Museum Excursion Transportation	61686		1,385.75
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,385.75
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	7/2024		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	7/2024		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	7/2024		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	7/2024		435.00
Vendor 0086 - JOHN FASANA Total:					435.00

Council Warrant Register By Vendor

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6428 - KYLE KOLLER					
100-1605-7729	KYLE KOLLER	Concert in the Park Stage/Sound	7/15/2024		3,200.00
100-1605-7729	KYLE KOLLER	Concert in the Park Stage/Sound	7/22/2024		3,200.00
Vendor 6428 - KYLE KOLLER Total:					6,400.00
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 5/2024	8254		117.00
Vendor 5438 - LDM ASSOCIATES INC Total:					117.00
Vendor: 6587 - LEE & ASSOCIATES - PASADENA INC					
100-1405-7975	LEE & ASSOCIATES - PASADENA INC	Real Estate Consulting 3/16/24 - 5/31/24	5312024	202405-Economic Dev and Re...	19,075.00
Vendor 6587 - LEE & ASSOCIATES - PASADENA INC Total:					19,075.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	7/2024		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	Sheriff's Contract 5/2024	243334EC		444,552.49
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					444,552.49
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOOL DISTRICT	Bilingual Testing Services 5/30/2024	3517		90.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					90.00
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAGEMENT INC	Chamber Lease 7/2024	Huntplaz-0724		1,750.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,750.00
Vendor: 5355 - LUZ YESENIA PAEZ					
100-1405-7690	LUZ YESENIA PAEZ	Planning Commission Meeting	6/17/2024		50.00
Vendor 5355 - LUZ YESENIA PAEZ Total:					50.00
Vendor: 6565 - MAGELLAN ADVISORS LLC					
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 2/18/24-3/23/24	0399600	202312/1010-7965-Prof. Svcs...	24,336.88
Vendor 6565 - MAGELLAN ADVISORS LLC Total:					24,336.88
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	7/2024		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: T2517 - MARIA MUNOZ					
100-2120	MARIA MUNOZ	SC Rent Deposit Refund 6/15/2024	R103846		500.00
Vendor T2517 - MARIA MUNOZ Total:					500.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance-2024 SoCal State Boxing	7/12/24-7/14/24		3,679.26
100-1500	MARILYN MAYS	Advance Check 219763 5/28/24	6242024		-142.00
100-1605-7610	MARILYN MAYS	Blacks in Gov't Regional Mtg Expense Reimbursement	6242024		303.60
Vendor 4422 - MARILYN MAYS Total:					3,840.86
Vendor: T4825 - MARTIN MEDINA					
100-2120	MARTIN MEDINA	FY24 Sports Field Rent Deposit Refund	R100157		100.00
Vendor T4825 - MARTIN MEDINA Total:					100.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6624 - MAURICIO PINZON					
100-1605-7729	MAURICIO PINZON	Summer Concerts in the Park Band	7/15/2024		3,200.00
Vendor 6624 - MAURICIO PINZON Total:					3,200.00
Vendor: 4286 - MAXTREME INC					
100-1815-7632	MAXTREME INC	Office 365 6/2024	13742		470.25
100-1815-7632	MAXTREME INC	Google Maxhavens 5/2024	13742		115.20
100-1815-7980	MAXTREME INC	Misc UPS	13743		4,214.96
		Battery/Cables/Harddrives/Ipad Cases			
100-1815-8011	MAXTREME INC	(2) Laptops	13743		2,727.78
100-1815-7632	MAXTREME INC	FY25 Jamf Pro Renewal	13745		14,500.00
Vendor 4286 - MAXTREME INC Total:					22,028.19
Vendor: 4951 - METRO GOLD LINE FOOTHILL EXTENSION					
100-1405-7980	METRO GOLD LINE FOOTHILL ...	FY25 & FY26 Joint Powers Authority Annual Dues	JPA240514duarte		3,500.00
Vendor 4951 - METRO GOLD LINE FOOTHILL EXTENSION Total:					3,500.00
Vendor: T4824 - MICHAEL ANNUZIATO					
100-2120	MICHAEL ANNUZIATO	FY24 Sports Field Rent Deposit Refund	R102916		100.00
Vendor T4824 - MICHAEL ANNUZIATO Total:					100.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	7/2024		435.00
Vendor 1042 - MICHAEL TARR Total:					435.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	7/2024		9,221.00
Vendor 2461 - MVP, LLC Total:					9,221.00
Vendor: 6417 - NETFILE INC					
100-1010-7685	NETFILE INC	Annual Subscription Agency Srvcs 7/1/24 - 6/30/25	9460		4,000.00
Vendor 6417 - NETFILE INC Total:					4,000.00
Vendor: T2488 - NICK LOPEZ					
100-2120	NICK LOPEZ	FY24 Sports Field Rent Deposit Refund	R100160		250.00
Vendor T2488 - NICK LOPEZ Total:					250.00
Vendor: T3267 - OPPORTUNITIES FOR LEARNING					
100-2120	OPPORTUNITIES FOR LEARNI...	FY24 Sports Field Rent Deposit Refund	R103060		100.00
Vendor T3267 - OPPORTUNITIES FOR LEARNING Total:					100.00
Vendor: 6628 - ORQUIDIA ROMERO					
100-1605-7740	ORQUIDIA ROMERO	Summer Day Camp Week 8 Special Attraction	072424		625.00
Vendor 6628 - ORQUIDIA ROMERO Total:					625.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	7/2024		76.92
Vendor 1197 - PAMELA ROMERO Total:					76.92
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7758	PARTY PRONTO INC	July 3rd Celebration Fun Zone Attractions	O43622		2,925.00
Vendor 6286 - PARTY PRONTO INC Total:					2,925.00
Vendor: T3082 - PASADENA RUGBY FOOTBALL CLUB INC					
100-2120	PASADENA RUGBY FOOTBALL ...	FY24 Sports Field Rent Deposit Refund	R102065		250.00
Vendor T3082 - PASADENA RUGBY FOOTBALL CLUB INC Total:					250.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alarm/Camera Monitoring 7/2024	1694336		191.22
Vendor 2466 - POST ALARM SYSTEMS Total:					191.22
Vendor: 0231 - POSTMASTER					
100-1825-7626	POSTMASTER	FY25 Permit #33 Bulk Mail Fee	6202024		320.00
Vendor 0231 - POSTMASTER Total:					320.00
Vendor: T4386 - PURE SPORTS					
100-2120	PURE SPORTS	FY24 Sports Field Rent Deposit Refund	R100413		100.00
Vendor T4386 - PURE SPORTS Total:					100.00
Vendor: T4826 - RAMIREZ BASEBALL LEAGUE					
100-2120	RAMIREZ BASEBALL LEAGUE	FY24 Sports Field Rent Deposit Refund	R100254		250.00
Vendor T4826 - RAMIREZ BASEBALL LEAGUE Total:					250.00
Vendor: 6536 - RAYMOND RODRIGUEZ					
100-1605-7729	RAYMOND RODRIGUEZ	Concerts in the Park Band	7/22/2024		2,500.00
Vendor 6536 - RAYMOND RODRIGUEZ Total:					2,500.00
Vendor: 6591 - RINCON CONSULTANTS INC					
100-2121	RINCON CONSULTANTS INC	Royal Oaks Annexation	57332	202422-PassThru-Royal Oaks ...	8,471.50
Vendor 6591 - RINCON CONSULTANTS INC Total:					8,471.50
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park Building	10910		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					135.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2024	996446		11,005.80
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 4/2024	996447		2,476.32
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 5/2024	996642		8,736.30
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 5/2024	996643		3,070.68
Vendor 0196 - RUTAN & TUCKER LLP Total:					25,289.10
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	7/2024		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS					
100-1025-7696	SAN GABRIEL VALLEY COUNCIL...	FY25 Annual Dues	2509		15,205.58
Vendor 2699 - SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Total:					15,205.58
Vendor: T4823 - SARAH RUVALCABA					
100-2120	SARAH RUVALCABA	ROP Bldg Rent Deposit Refund 6/15/2024	R103944		150.00
Vendor T4823 - SARAH RUVALCABA Total:					150.00
Vendor: 0202 - SHAFFER AWARDS					
100-1010-7980	SHAFFER AWARDS	John Fasana Recognition Plaque	8173		59.18
Vendor 0202 - SHAFFER AWARDS Total:					59.18
Vendor: 2688 - STAPLES ADVANTAGE					
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	6004456239		215.88
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	6004913341		9.38
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	6004913343		359.96
100-1205-7980	STAPLES ADVANTAGE	Case Management Supplies	6004913345		481.13
100-1205-7980	STAPLES ADVANTAGE	Case Management Supplies	6005142481		45.24
100-1010-7614	STAPLES ADVANTAGE	Electon Handbooks Supplies	6005142483		77.00
Vendor 2688 - STAPLES ADVANTAGE Total:					1,188.59

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	7/2024		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	18109		3,815.00
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					3,815.00
Vendor: 6627 - SWEET BASIL PIZZA					
100-1020-7716	SWEET BASIL PIZZA	Summer Kickoff Event CERT/Volunteer Dinner	6/20/2024		218.18
Vendor 6627 - SWEET BASIL PIZZA Total:					218.18
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	7/2024		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	7/2024		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: T4776 - TERRY LIN					
100-2120	TERRY LIN	FY24 Sports Field Rent Deposit Refund	R103842		100.00
Vendor T4776 - TERRY LIN Total:					100.00
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Veteran's Day Banner	6952		1,263.58
100-1605-7739	THE SAUCE CREATIVE SERVICE...	Publicity Fans	6962		1,964.38
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					3,227.96
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Ruckus Cloud Management 7/1/24 - 6/30/25	26306		575.40
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH FortiNet Analyzer CyberSecurity 7/1/24-6/30/2	26307		999.00
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 7/2024	26365		608.30
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 7/2024	26391		464.20
100-1815-7821	THE TECHNOLOGY DEPOT INC	CH & SC Wireless Bridge Upgrade Installment 1 & 2	26501		3,759.49
100-1815-7821	THE TECHNOLOGY DEPOT INC	Fortinet FortiGuard SOC 7/1/2024 - 6/30/2025	26504		2,495.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					8,901.39
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	7/2024		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Management 6/2024	12529		9,391.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 6/2024	12530		2,345.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,736.00
Vendor: 4674 - TYLER TECHNOLOGIES INC					
100-1815-7820	TYLER TECHNOLOGIES INC	Finance System Support 7/01/2024 - 9/30/2024	025-468416		12,984.96
Vendor 4674 - TYLER TECHNOLOGIES INC Total:					12,984.96
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7072	U.S. BANK PARS ACCOUNT #6...	Pension Rate Stabilization FY25 Payment	7012024		49,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					49,000.00
Vendor: 4484 - U.S. BANK					
100-1005-7642	U.S. BANK	Margaret Finlay Chamber Membersip 4/1/24 - 4/1/25	6252024BV		86.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1005-7980	U.S. BANK	DashPass 6/5/2024 - 7/5/2024 (DoorDash)	6252024BV		9.99
100-1010-7612	U.S. BANK	Pasadena Star News Online Subscription	6252024BV		18.00
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Jersey Mike's)	6252024BV		37.94
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Porto's)	6252024BV		36.02
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Dickey's BBQ)	6252024BV		35.80
100-1010-7980	U.S. BANK	CC Mtg 6/25/24 Food (Sweet Nothings)	6252024BV		31.70
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Poke Bar)	6252024BV		28.38
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-El Canton)	6252024BV		67.24
100-1010-7980	U.S. BANK	CC Mtg 5/28/24 Food (DoorDash-Portos Bakery)	6252024BV		70.74
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (Janet's Mediterranean)	6252024BV		86.63
100-1010-7980	U.S. BANK	Joint Mtg w/DUSD 5/28/24 (Janet's Mediterranean)	6252024BV		963.59
100-1010-7980	U.S. BANK	CC Mtg 6/11/24 Food (DoorDash-Mikomi Sushi)	6252024BV		47.60
100-1010-7980	U.S. BANK	Brian Villalobos Mtg w/Capt Meza (Mikomi Sushi)	6252024BV		48.40
100-1020-7712	U.S. BANK	Spotify Membership	6252024BV		16.99
100-1020-7980	U.S. BANK	2024 Call for Artists (Western States Arts Fed)	6252024BV		475.00
100-1605-7739	U.S. BANK	Facebook Ads (July 3rd Celebration)	6252024BV		75.00
100-1405-7610	U.S. BANK	Interview Panel Lunch 6/4/24 (Hope Village)	6252024CH		139.66
100-1405-7610	U.S. BANK	Interview Panel Coffee (Starbucks)	6252024CH		15.95
100-1405-7612	U.S. BANK	FY24 Hightail Annual Subscription (Pro Yearly)	6252024CH		65.00
100-1410-7610	U.S. BANK	Sean McBride CEU Seminar 7/11/24 (PAPA)	6252024CH		115.00
100-1410-7610	U.S. BANK	Sean McBride CEU Seminar 6/18/24 (PAPA)	6252024CH		135.00
100-1410-7612	U.S. BANK	Gerard/Sean 2024 Membership (PAPA)	6252024CH		120.00
100-1020-7980	U.S. BANK	Deposit-Employee Event 8/15/24 (Bowlero Arcadia)	6252024KP		1,293.81
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 6/4/24 - 7/3/24	6252024KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 6/4/24 - 7/3/24	6252024KP		7.75
100-1805-7980	U.S. BANK	Staff Meeting Refreshments 6/13/24 (Poppy Cake)	6252024KP		37.50
100-1810-7610	U.S. BANK	Kristen Petersen Meeting w/Staff (Cafe on Lemon)	6252024KP		47.47
100-1810-7610	U.S. BANK	Union Mtg Lunch 6/6/24 (Tropicana Mkt)	6252024KP		124.98
100-1815-7632	U.S. BANK	Finance Webinar 6/7/24 - 7/6/24 (Zoom)	6252024KP		80.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 6/13/24 - 7/12/24	6252024KP		814.69
100-1205-7610	U.S. BANK	Area D Coordination Meeting 6/18/24 (Hope Village)	6252024LB		69.54
100-1205-7612	U.S. BANK	Bryan Ariizumi CACEO Membership	6252024LB		100.00
100-1205-7614	U.S. BANK	Office Supplies (Amazon)	6252024LB		9.91

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7615	U.S. BANK	Return-Trauma Kits Supplies (Amazon)	6252024LB		-38.14
100-1205-7615	U.S. BANK	Trauma Kit Supplies (Amazon)	6252024LB		273.17
100-1205-7615	U.S. BANK	Traffic Cones (Amazon)	6252024LB		310.86
100-1205-7615	U.S. BANK	Hand Held Radio Speaker Mic (Twowaydirect)	6252024LB		338.89
100-1205-7615	U.S. BANK	Trauma Kit Supplies (North American Rescue)	6252024LB		200.86
100-1205-7779	U.S. BANK	DART Office Supplies (Target)	6252024LB		36.96
100-1205-7779	U.S. BANK	DART Meeting 5/29/24 Gift Cards (Target)	6252024LB		40.00
100-1205-7779	U.S. BANK	DART Meeting Food 5/29/24 (Little Caesars)	6252024LB		40.97
100-1205-7779	U.S. BANK	DART Volunteer Snacks 6/14/24 (Serranos)	6252024LB		67.20
100-1205-7779	U.S. BANK	DART Member Graduation (McDonalds)	6252024LB		70.12
100-1205-7779	U.S. BANK	DART Outdoor Moive Supplies (Smart & Final)	6252024LB		26.48
100-1205-7779	U.S. BANK	DART Explorer Graduation 6/1/24 (In-N-Out)	6252024LB		91.11
100-1205-7779	U.S. BANK	DART Library Event 6/13/24 (Little Caesars)	6252024LB		30.73
100-1205-7779	U.S. BANK	DART Trip Parking 5/30/24 (Aquarium)	6252024LB		15.00
100-1205-7779	U.S. BANK	DART Volunteer Lunch 6/14/24 (Jersey Mikes)	6252024LB		134.70
100-1205-7779	U.S. BANK	DART Trip Dinner 5/30/24 (Chick-Fil-A)	6252024LB		168.55
100-1205-7779	U.S. BANK	DART Cleanup Dinner 6/10/24 (Jersey Mikes)	6252024LB		134.70
100-1205-7779	U.S. BANK	DART Trip 5/30/24 (Aquarium of the Pacific)	6252024LB		584.35
100-1205-7779	U.S. BANK	DART Meeting Supplies 5/29/24 (Target)	6252024LB		11.80
100-1205-7780	U.S. BANK	Trauma Kit Supplies (Amazon)	6252024LB		32.20
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (A & P Donuts)	6252024LB		35.75
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Tropicana Mkt)	6252024LB		207.61
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Merengue Bakery)	6252024LB		38.04
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Supplies (Target)	6252024LB		40.11
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Starbucks)	6252024LB		44.00
100-1205-7780	U.S. BANK	Rabies Clinic Volunteer Food (Smart & Final)	6252024LB		54.17
100-1205-7780	U.S. BANK	Rabies Clinic Supplies (Amazon)	6252024LB		62.51
100-1205-7780	U.S. BANK	Animal Control Equipment (Amazon)	6252024LB		912.72
100-1205-7980	U.S. BANK	Warrant Operation Food (La Noria)	6252024LB		116.82
100-1205-7980	U.S. BANK	Warrant Operation Food (El Pavo)	6252024LB		75.00
100-1205-7980	U.S. BANK	Warrant Operation Food/Drinks (Smart & Final)	6252024LB		44.66
100-1205-7980	U.S. BANK	E-Bike Supplies (Amazon)	6252024LB		219.62
100-1205-7980	U.S. BANK	Refund-E Bike Locks (Amazon)	6252024LB		-49.80
100-1605-7610	U.S. BANK	Summer Staff Training (Smart & Final)	6252024ME		47.14
100-1605-7610	U.S. BANK	Summer Staff Training (Dominos Pizza)	6252024ME		113.35

Council Warrant Register By Vendor

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7614	U.S. BANK	Felt Pens (Amazon)	6252024ME		17.22
100-1605-7614	U.S. BANK	Hand Sanitizer (Amazon)	6252024ME		22.04
100-1605-7614	U.S. BANK	Return-Adapter (Amazon)	6252024ME		-15.32
100-1605-7650	U.S. BANK	Staff Vehicle Car Wash (Nu Way Hand Wash)	6252024ME		37.98
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Nu Way Hand Wash)	6252024ME		37.98
100-1605-7691	U.S. BANK	Commissioner Appreciation (Amazon)	6252024ME		10.59
100-1605-7691	U.S. BANK	PMLB Appreciation (Sees Candy)	6252024ME		92.21
100-1605-7693	U.S. BANK	MYC Dinner 6/3/24 (Del Taco)	6252024ME		137.03
100-1605-7733	U.S. BANK	SC Staff Appreciation Reception (Dunkin)	6252024ME		43.97
100-1605-7733	U.S. BANK	SC REception Donuts (Winchells)	6252024ME		39.98
100-1605-7733	U.S. BANK	SC Program Supplies (Hooby Lobby)	6252024ME		40.01
100-1605-7733	U.S. BANK	SC Staff Appreciation/Reception (Krispy Kreme)	6252024ME		41.98
100-1605-7733	U.S. BANK	SC Tablecloth Cleaning (Natures Cleaners)	6252024ME		705.00
100-1605-7733	U.S. BANK	SC Staff Appreciation Donuts (Randy's Donuts)	6252024ME		49.20
100-1605-7733	U.S. BANK	SC Staff Farewell Reception (Le Donuts)	6252024ME		54.00
100-1605-7733	U.S. BANK	SC Program Supplies (Amazon)	6252024ME		63.93
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Party City)	6252024ME		64.72
100-1605-7733	U.S. BANK	Senior Center Supplies (Amazon)	6252024ME		73.34
100-1605-7733	U.S. BANK	SC Masking Tape/Markers/Folders (Amazon)	6252024ME		90.01
100-1605-7733	U.S. BANK	SC Staff Appreciation Cake (Susiecakes)	6252024ME		79.99
100-1605-7733	U.S. BANK	SC Staff Appreciation Supplies (Smart & Final)	6252024ME		96.41
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Cynthia Flowers)	6252024ME		100.00
100-1605-7733	U.S. BANK	SC Special Event Supplies (Amazon)	6252024ME		113.06
100-1605-7733	U.S. BANK	SC Ironing Board Cover Pads/Irons (Amazon)	6252024ME		132.28
100-1605-7733	U.S. BANK	SC Balloons (Winner Party Inc)	6252024ME		157.44
100-1605-7733	U.S. BANK	SC Volunteer Brunch Decorations (QualityWholesale)	6252024ME		550.00
100-1605-7733	U.S. BANK	SC Shredder (Amazon)	6252024ME		180.31
100-1605-7733	U.S. BANK	SC Program Supplies (Natures Cleaners)	6252024ME		200.00
100-1605-7733	U.S. BANK	Senior Ctr Supplies (Amazon)	6252024ME		266.81
100-1605-7733	U.S. BANK	SC Father's Day Event Supplies (Michaels)	6252024ME		79.32
100-1605-7733	U.S. BANK	Staff Appreciation Supplies (Hobby Lobby)	6252024ME		39.68
100-1605-7733	U.S. BANK	SC Program/Patio Supplies (Vita Garden)	6252024ME		449.97
100-1605-7733	U.S. BANK	SC Paper Trimmer (Amazon)	6252024ME		31.96
100-1605-7733	U.S. BANK	Staff Recognition Cookies/Candy (Target)	6252024ME		13.65
100-1605-7733	U.S. BANK	SC Program Supplies (Hallmark)	6252024ME		19.83

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7733	U.S. BANK	Staff Recognition Brookies (Sweet Nothings)	6252024ME		21.00
100-1605-7733	U.S. BANK	Program Supplies (Amazon)	6252024ME		997.24
100-1605-7733	U.S. BANK	SC Staff Appreciation Pie (Marie Callenders)	6252024ME		22.99
100-1605-7733	U.S. BANK	Staff Recognition Donut Holes (Le Donuts)	6252024ME		23.50
100-1605-7733	U.S. BANK	Return-SC Program Supplies (Amazon)	6252024ME		-16.53
100-1605-7733	U.S. BANK	SC Program Supplies (Target)	6252024ME		25.83
100-1605-7735	U.S. BANK	IDC/Duarte Dance Supplies (Amazon)	6252024ME		418.51
100-1605-7737	U.S. BANK	Excursion Deposit Harrah's Casino 5/22/24 (Rincon)	6252024ME		600.00
100-1605-7738	U.S. BANK	TC Excursion 6/24/24 (Round 1 Bowling)	6252024ME		195.41
100-1605-7739	U.S. BANK	Event Publicity (Independence Bunting)	6252024ME		1,704.33
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	6252024ME		135.45
100-1605-7740	U.S. BANK	Donation-Therapy Dogs (Go Team Dogs)	6252024ME		200.00
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	6252024ME		146.77
100-1605-7740	U.S. BANK	SummerDay Camp Coolers (Walmart)	6252024ME		218.30
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Insect Lore)	6252024ME		8.95
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	6252024ME		236.34
100-1605-7740	U.S. BANK	Splash Camp Supplies (Amazon)	6252024ME		292.68
100-1605-7740	U.S. BANK	Summer Day Camp Show (Crittter Squad Wildlife)	6252024ME		372.56
100-1605-7740	U.S. BANK	Day Camp-Duarte Pk Phone Srvcs (Tracfone)	6252024ME		43.19
100-1605-7740	U.S. BANK	Summer Day Camp Supplies (Amazon)	6252024ME		22.02
100-1605-7740	U.S. BANK	Splash Camp Supplies (Amazon)	6252024ME		67.22
100-1605-7740	U.S. BANK	Day Camp Walkie Talkies (Amazon)	6252024ME		176.39
100-1605-7745	U.S. BANK	C Dominguez Jr USA Boxing Coach Registration	6252024ME		122.00
100-1605-7745	U.S. BANK	TC Boxing Gauze/Pump (Amazon)	6252024ME		43.52
100-1605-7745	U.S. BANK	TC Boxing Hand Wraps (Amazon)	6252024ME		30.47
100-1605-7758	U.S. BANK	July 3rd Celebration LA Dept of Health Permit	6252024ME		1,161.22
100-1605-7758	U.S. BANK	July 3rd Celebration Portable Rental (Eagle)	6252024ME		4,140.30
100-1605-7980	U.S. BANK	Staff Training Supplies (Ralphs)	6252024ME		166.45
100-1605-7980	U.S. BANK	Running Club Incentive (Cabrera's)	6252024ME		30.00
100-1610-7616	U.S. BANK	Pool Test Kit Glass Cuvettes (SCP)	6252024ME		86.12
100-1610-7616	U.S. BANK	Ratching Wrench (Amazon)	6252024ME		28.65
100-1610-7618	U.S. BANK	FM Asbestos Test Kit (Amazon)	6252024ME		38.53
100-1610-7618	U.S. BANK	Ground Poles (Amazon)	6252024ME		1,077.56
100-1805-7612	U.S. BANK	Kristen Petersen GFOA Membership 8/1/24 - 7/31/25	FY25-6252024KP		225.00

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1810-7612	U.S. BANK	Kristen Petersen FY25 CALPERLA Membership	FY25-6252024KP		380.00
Vendor 4484 - U.S. BANK Total:					27,409.78
Vendor: 5907 - ULINE INC					
100-1205-7780	ULINE INC	Animal Control Supplies	20271050		2,067.61
Vendor 5907 - ULINE INC Total:					2,067.61
Vendor: 6586 - UNIFORM HEADQUARTERS					
100-1205-7636	UNIFORM HEADQUARTERS	CSO Sanchez Uniforms	070348		82.58
Vendor 6586 - UNIFORM HEADQUARTERS Total:					82.58
Vendor: 4747 - UNITED STATES YOUTH VOLLEYBALL LEAGUE					
100-2120	UNITED STATES YOUTH VOLLE...	FY24 Sports Field Rent Deposit Refund	R100156		250.00
Vendor 4747 - UNITED STATES YOUTH VOLLEYBALL LEAGUE Total:					250.00
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	7/2024		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Vendor: 6519 - VIRIDIANA GARCIA					
100-1605-7735	VIRIDIANA GARCIA	Youthworks Internshi...	6/2024		100.00
Vendor 6519 - VIRIDIANA GARCIA Total:					100.00
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	6/17/2024		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 4797 - WEX BANK					
100-1205-7650	WEX BANK	Fuel-Public Safety 5/1/24 - 5/31/24	97420778		62.54
100-1410-7650	WEX BANK	Fuel-Field Srvc 5/1/24 - 5/31/24	97420778		64.41
100-1605-7650	WEX BANK	Fuel-Parks & Recreation 5/1/24 - 5/31/24	97420778		208.99
Vendor 4797 - WEX BANK Total:					335.94
Fund 100 - GENERAL FUND Total:					1,469,428.11
Fund: 220 - GAS TAX FUN					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 5/2024	24061007722		4,811.16
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					4,811.16
Fund 220 - GAS TAX FUN Total:					4,811.16
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 3655 - ALL AMERICAN ASPHALT					
225-2127	ALL AMERICAN ASPHALT	Retention	207148	202407/225-2127-Retention...	-18,937.45
225-2250-8100	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project 6/2024	207148	202407/225-2250-8100-Other...	378,748.98
Vendor 3655 - ALL AMERICAN ASPHALT Total:					359,811.53
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					359,811.53
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Ctr Sweeping 6/2024	207279		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 1060 - BEE REMOVERS					
240-2410-7662	BEE REMOVERS	Bee Removal-City Hall 5/30/2024	602343		140.00
240-2431-7887	BEE REMOVERS	Bee Removal-Las Brisas LLD 6/3/2024	602350		140.00
Vendor 1060 - BEE REMOVERS Total:					280.00

Council Warrant Register By Vendor

Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7663	COUNTY OF LOS ANGELES AGR..	Gopher Control 4/2024	241676		336.12
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					336.12
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-Encanto Park	4196611		50.60
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					50.60
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Tree Trimming/Removal	215732		1,450.40
240-2410-7909	WEST COAST ARBORISTS INC	Tree Trimming/Removal	215732		10,296.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					11,746.40
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					13,197.12
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 5/2024	8255	202413-Professional Svcs-ADA...	468.00
Vendor 5438 - LDM ASSOCIATES INC Total:					468.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					468.00
Fund: 270 - PAEG - PUBLIC ACCESS					
Vendor: 4484 - U.S. BANK					
270-2705-8100	U.S. BANK	PEG Channel Dropbox License 6/15/24 - 6/15/25	6252024KP		1,440.00
Vendor 4484 - U.S. BANK Total:					1,440.00
Fund 270 - PAEG - PUBLIC ACCESS Total:					1,440.00
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff's Contract 5/2024	243334EC		10,341.20
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					10,341.20
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					10,341.20
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 6/01/2024 - 6/30/2024	FBN5053955		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 6/01/2024 - 6/30/2024	FBN5053955		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 6/01/2024 - 6/30/2024	FBN5053955		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 6/01/2024 - 6/30/2024	FBN5053955		813.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 6/01/2024 - 6/30/2024	FBN5053955		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Tax on Gain on Prior	FBN5053955		840.50
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 6/01/2024 - 6/30/2024	FBN5053955		441.43
Vendor 6189 - ENTERPRISE FM TRUST Total:					4,072.95
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					4,072.95
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	63rd Installment of 3rd Bus 6/2024	SI010298		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2024	SI010299		19,964.50
440-5004	FOOTHILL TRANSIT	Duarte Local Service 5/2024	SI010299		-748.86
Vendor 3192 - FOOTHILL TRANSIT Total:					23,102.69
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	18109		354.89
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					354.89

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Payment Dates: 6/27/2024 - 7/10/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6622 - TELUS HEALTH (US) LTD					
440-4405-7673	TELUS HEALTH (US) LTD	Drug and/or Alcohol Srvc 1/2024 - 3/2024	2165631		87.50
Vendor 6622 - TELUS HEALTH (US) LTD Total:					87.50
Fund 440 - PROPOSITION A TRANSIT FUND Total:					23,545.08
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - Foothill Transit					
460-4605-8013	FOOTHILL TRANSIT	63rd Installment of 3rd Bus 6/2024	SI010298		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2024	SI010299		16,334.60
460-5004	FOOTHILL TRANSIT	Duarte Local Service 5/2024	SI010299		-612.71
Vendor 3192 - Foothill Transit Total:					18,902.20
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICE...	Graffiti Removal 5/2024	18109		266.16
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					266.16
Fund 460 - PROPOSITION C TRANSIT FUND Total:					19,168.36
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 3655 - ALL AMERICAN ASPHALT					
470-2127	ALL AMERICAN ASPHALT	Retention	207148	202407/470-2127-Retention-...	-13,250.00
470-4705-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project	207148	202407/4705-8070-Cap St Im...	265,000.00
Vendor 3655 - ALL AMERICAN ASPHALT Total:					251,750.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					251,750.00
Fund: 475 - MEASURE M LR TRANSIT FUND					
Vendor: 3655 - ALL AMERICAN ASPHALT					
475-2127	ALL AMERICAN ASPHALT	Retention	207023	202407/475-2127-Retention-S...	-1,098.06
475-4750-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project 5/2024	207023	202407/4750-8070-Street Imp...	21,961.15
475-2127	ALL AMERICAN ASPHALT	Retention	207148	202407/475-2127-Retention-S...	-18,861.89
475-4750-8070	ALL AMERICAN ASPHALT	FY23-24 Street Rehabilitation Project	207148	202407/4750-8070-Street Imp...	377,237.85
Vendor 3655 - ALL AMERICAN ASPHALT Total:					379,239.05
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
475-4750-7965	BUCKNAM INFRASTRUCTURE ...	Pavement Management Update Services 5/2024	352-08.03		4,438.00
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					4,438.00
Fund 475 - MEASURE M LR TRANSIT FUND Total:					383,677.05
Fund: 680 - Duarte Housing Authority					
Vendor: 0196 - RUTAN & TUCKER LLP					
680-6805-7312	RUTAN & TUCKER LLP	2400 Huntington Affordable Housing 4/2024	996448		153.00
680-6805-7312	RUTAN & TUCKER LLP	2400 Huntington Affordable Housing 5/2024	996645		127.50
Vendor 0196 - RUTAN & TUCKER LLP Total:					280.50
Vendor: 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST					
680-6805-7980	SAN GABRIEL VALLEY REGION...	FY25 SGVRHT Membership	FY25-RHT-08		10,913.66
Vendor 6183 - SAN GABRIEL VALLEY REGIONAL HOUSING TRUST Total:					10,913.66
Fund 680 - Duarte Housing Authority Total:					11,194.16
Grand Total:					2,552,904.72

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,469,428.11
220 - GAS TAX FUN	4,811.16
225 - SB-1, Road Maintenance/Rehab Fund	359,811.53
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	13,197.12
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	468.00
270 - PAEG - PUBLIC ACCESS	1,440.00
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	10,341.20
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	4,072.95
440 - PROPOSITION A TRANSIT FUND	23,545.08
460 - PROPOSITION C TRANSIT FUND	19,168.36
470 - MEASURE R LR TRANSIT FUND	251,750.00
475 - MEASURE M LR TRANSIT FUND	383,677.05
680 - Duarte Housing Authority	11,194.16
Grand Total:	2,552,904.72

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	75.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	161.00
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
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	373.93
100-1010-7612	Publications and Dues	218.00
100-1010-7614	Office Supplies	77.00
100-1010-7685	Technology Services	4,000.00
100-1010-7965	Professional Services	24,336.88
100-1010-7980	Other Expenses	1,513.22
100-1015-7680	City Attorney Legal	19,742.10
100-1015-7686	Other Legal Services	5,547.00
100-1020-7710	Chamber Of Commerce	33,750.00
100-1020-7712	Community Information ...	9,407.99
100-1020-7713	Historical Museum Bldg...	199.03
100-1020-7716	Special Community Even...	658.01
100-1020-7720	DCTV	2,345.00
100-1020-7980	Other Expenses	1,768.81
100-1025-7696	SGV Council Of Govern...	15,205.58
100-1025-7707	LARA Membership	5,635.37
100-1205-7610	Travel, Mtgs & Conf	69.54
100-1205-7612	Publications and Dues	100.00
100-1205-7614	Office Supplies	9.91
100-1205-7615	Emergency Supplies	21,187.69
100-1205-7636	Uniforms	82.58
100-1205-7650	Vehicle Maintenance	80.54
100-1205-7761	Parking Ticket Collect	4,448.93
100-1205-7779	Youth Programs	2,092.84
100-1205-7780	Animal Control	4,522.83
100-1205-7781	Contract Law Enforceme...	444,552.49
100-1205-7782	Crossing Guard Contract...	2,930.70
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	1,542.67
100-1211	Computer Loan Program	884.90
100-1405-7610	Travel, Mtgs & Conf	155.61
100-1405-7612	Publications and Dues	65.00

Account Summary

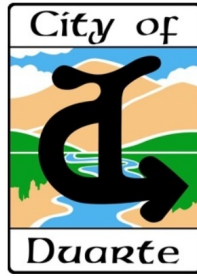
Account Number	Account Name	Payment Amount
100-1405-7614	Office Supplies	225.26
100-1405-7690	Planning Commission	200.00
100-1405-7801	Industrial Waste Inspect...	1,166.35
100-1405-7965	Professional Services	117.00
100-1405-7975	Economic Development ...	20,902.18
100-1405-7980	Other Expenses	4,059.92
100-1410-7610	Travel, Mtgs & Conf	250.00
100-1410-7612	Publications and Dues	120.00
100-1410-7650	Vehicle Maintenance	64.41
100-1410-7810	Street Sweeping	122.00
100-1410-7814	Graffiti Removal	3,815.00
100-1410-7980	Other Expenses	637.74
100-1500	Advances	3,537.26
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	464.09
100-1605-7614	Office Supplies	23.94
100-1605-7636	Uniforms	25.63
100-1605-7650	Vehicle Maintenance	284.95
100-1605-7691	Parks & Rec Commission	119.32
100-1605-7693	Youth Council	137.03
100-1605-7729	Concerts In The Park	13,350.00
100-1605-7733	Senior Center	4,858.62
100-1605-7735	Teen Center	577.96
100-1605-7737	Adult Excursions	600.00
100-1605-7738	Teen Excursions	195.41
100-1605-7739	Publicity	5,007.29
100-1605-7740	Day Camps	2,564.83
100-1605-7745	Boxing Program	195.99
100-1605-7750	Bus Rentals	1,385.75
100-1605-7758	Independence Day Celeb...	16,664.52
100-1605-7980	Other Expenses	196.45
100-1610-7616	Pool Supplies	662.60
100-1610-7618	Building Supplies	2,699.36
100-1610-7636	Uniforms	25.69
100-1610-7652	Building Maint Services	1,656.48
100-1805-7610	Travel, Mtgs & Conf	45.00
100-1805-7612	Publications and Dues	225.00
100-1805-7965	Professional Services	8,500.00
100-1805-7980	Other Expenses	37.50
100-1810-7610	Travel, Mtgs & Conf	172.45
100-1810-7612	Publications and Dues	380.00
100-1810-7660	Other Services	320.00
100-1810-7980	Other Expenses	90.00
100-1815-7632	Software	15,980.14
100-1815-7820	Finance Software	12,984.96
100-1815-7821	Network & Internet Serv...	7,861.79
100-1815-7830	Telephone Services	2,706.13
100-1815-7980	Other Expenses	4,214.96
100-1815-8011	Computer Equipment (C...	2,727.78
100-1820-7772	Liability Coverage	356,256.00
100-1820-7773	Worker's Comp Coverage	215,585.00
100-1820-7775	Property Coverage	90,224.00
100-1825-7072	Pension Rate Stabilizatio...	49,000.00
100-1825-7613	Duplications And Photos	359.96
100-1825-7626	Postage	422.86
100-1825-7674	Retiree Health Insurance	3,960.00
100-1825-7688	Oil Recycling Grant	4,210.50
100-1830-8100	Vehicle Replacement (C...	9,479.98

Account Summary

Account Number	Account Name	Payment Amount
100-2120	Refundable Deposits	3,650.00
100-2121	Pass Through Deposits	8,471.50
100-2126	Construction and Demoli...	1,000.00
100-4303	Other Fines	550.00
100-4408	Property Rental	2,001.51
100-5004	Other Revenue	-36,325.00
220-2210-7890	Repairs-Traffic Signal	4,811.16
225-2127	Retention Payable	-18,937.45
225-2250-8100	Other Capital Improvem...	378,748.98
240-2410-7662	Other Serv-Citywide	140.00
240-2410-7663	Other Serv-Medians	336.12
240-2410-7888	Repairs-Citywide	50.60
240-2410-7906	Tree Trim-Citywide	1,450.40
240-2410-7909	Tree Trim-Residential	10,296.00
240-2426-7810	Street Sweeping	784.00
240-2431-7887	Repairs & Replacements	140.00
260-2605-7965	Professional Services	468.00
270-2705-8100	Other Capital Improvem...	1,440.00
290-2905-7781	Contract Law Enforceme...	10,341.20
320-3205-8013	Vehicles (Capital)	4,072.95
440-4405-7673	Physical Exams	87.50
440-4405-7814	Graffiti Removal	354.89
440-4405-7960	Foothill Transit Operatio...	19,964.50
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-748.86
460-4605-7814	Graffiti Removal	266.16
460-4605-7960	Foothill Tranist Operatio...	16,334.60
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-612.71
470-2127	Retention Payable	-13,250.00
470-4705-8070	Street Improvements (C...	265,000.00
475-2127	Retention Payable	-19,959.95
475-4750-7965	Professional Services	4,438.00
475-4750-8070	Street Improvements	399,199.00
680-6805-7312	Legal Counsel	280.50
680-6805-7980	Other Expenses	10,913.66
Grand Total:		2,552,904.72

Project Account Summary

Project Account Key	Payment Amount
None	1,501,649.57
202311/1405-7975-BV/Hunt Dr Grocery Outlet Assess	1,827.18
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202401-Exp Used Oil-OPP13-23-0016 FY24	2,512.67
202405-Economic Dev and Real Estate Consulting	19,075.00
202407/225-2127-Retention-2024 St Rehab Project	-18,937.45
202407/225-2250-8100-Other Cap-FY24 St Rehab	378,748.98
202407/470-2127-Retention-2024 Street Rehab	-13,250.00
202407/4705-8070-Cap St Improv FY23-24	265,000.00
202407/4750-8070-Street Improv-FY24	399,199.00
202407/475-2127-Retention-Street Improv-FY24	-19,959.95
202413-Professional Svcs-ADA Curb Ramps	468.00
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	64.00
202422-PassThru-Royal Oaks Annex-Rincon Consult	8,471.50
202501-Exp-Used Oil-OPP14-23-0016 FY25	1,697.83
250004 - Property Rent - Nextel Rent (Otis Gordon)	2,001.51
Grand Total:	2,552,904.72



ITEM: 11.E

Receive and file the Community Development Department Update

Recommended Action:

Receive and File the Community Development Department Update.

Attachments:

[11.E - Community Development Department Update - July 2024.pdf](#)



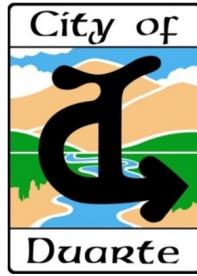
**COMMUNITY DEVELOPMENT
STATUS REPORT
July 2024**

PROJECT/PROGRAM	STATUS
DEVELOPMENT	
New Infinity/Nissan Dealership	Nissan will be moving to the former Used Car Superstore at 1125 Central Ave. The Infinity brand will also be added. The new owner has informed Staff that future plans include upgrades to the building and signs.
Former Nissan Dealership	The former Nissan Dealership at 1434 Buena Vista Street has closed. Staff recently met with one prospective owner that plans on bringing a new dealership to the location in the future and developing the corner with a commercial tenant.
Envision Ford	Envision Ford at 1031 Central plans to construct a new freeway sign. They have also submitted preliminary plans for a complete rebuild on the property.
Andres Duarte School	This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer and is working on the final details of the agreement. The selected team is a partnership of: Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is about 13 acres. The preliminary plan, acted on by DUSD, includes 169 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. Staff met with the Developer team and explained the City process. EIR consultant selection is scheduled for July 9. The project is ready to move forward.
Starbucks 922 Hamilton Rd.	Starbucks is in the process of tenant improvements for a new location.
2400 Huntington Drive	The City's Housing Authority owns the property at 2400 Huntington Drive and has recently entered into an Exclusive Negotiating Agreement with Jamboree Housing to work on a plan for property sale and development. The City Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on a possible subsidized housing development in the City. The idea would be to develop one of

PROJECT/PROGRAM	STATUS
	the affordable housing sites listed in the most recent Housing Element with first priority being the City-owned property.
1401 Santo Domingo	The property owner recently pulled a demolition permit to remove the existing buildings on the property. A 20 unit townhome development was approved for the property. Plans have not yet been submitted for plan check.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the final stages of developer selection. Metro has awarded an Exclusive Negotiating Agreement to Jamboree Housing. The plan is for a development with between 100-120 units of multi-generation housing. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with a commercial broker team with the goal of spurring activity. Property owners are cooperating with the City on Code Enforcement issues. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center.
Royal Oaks Annexation	The process has started to annex the Human Good's Royal Oaks senior living facility to the City. Rincon Consultants have been hired to assist Staff in processing the annexation and to complete the environmental work. This project also includes a general plan amendment and zoning change. Rincon has started the preparation of the environmental document. The entire process will take 8-12 months and should be in the public hearing process by late 2024.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment building. This building will also be the location of the "Duarte Station" sign that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station	At its December meeting, the Planning Commission approved a new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge. Building plans are in plan check.

PROJECT/PROGRAM	STATUS
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. The first plan check was returned to the Architect in early May 2022. The second plan check was resubmitted for review in March 2023. Several clarifications and minor revisions were needed. The third plan check has been completed.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Duarte Outpatient Clinic (DOC) is nearing completion and should be finished by Summer 2024. It is an 8 story, 350,000 square foot building. The Central Utility Plant reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	A 16 unit apartment development has been approved for the property. Permits have been issued and construction has started.
<u>PUBLIC WORKS</u>	
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop engineering plans. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property. Staff and the City consultant are working with SCE on moving power poles. Site Design Studio is being brought on board to develop the landscape/hardscape plan and a concept will be presented to Council on July 9.
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and

PROJECT/PROGRAM	STATUS
	Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. In coordinating with Cal Trans, the date that funding will be available has changed, so the project won't go out to bid until early 2025 at the earliest.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. Construction is mostly completed. The Highland underpass sidewalk (west side) is scheduled for July. The scheduled completion date is August 2024.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field. Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Pavement Repair	The 2023-2024 project was delayed but was recently re-bid. Bid award is planned for July 25.
Annual Street Project	The 2023-2024 street project is planned for winter/spring 2024. An award of design contract was approved at the September 26 meeting. Project is mostly complete and should close out soon.
Annual Striping Project	The 2024-2025 annual project will go to bid in July.
Annual Concrete Repair	The 2024-2025 annual project is currently in design and bid documents are being prepared.
Annual CDBG Curb Ramp Project	The 2024-2025 annual project is currently in design and bid documents are being prepared.



ITEM: 11.F

Receive and file the Parks and Recreation Department Update

Recommended Action:

Receive and File the Parks and Recreation Department Update.

Attachments:

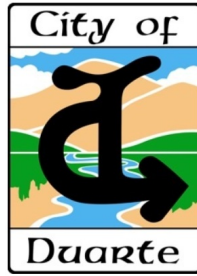
[11.F - Parks and Recreation Department Update - 07.2024.pdf](#)



**PARKS AND RECREATION
STATUS REPORT
July 2024**

PROJECT/PROGRAM		STATUS
<u>SPECIAL EVENTS</u>		
Concert in the Park Series	Join us at Beardslee Park every Monday in July, starting July 8, for a summer experience of picknickers enjoying family, friends, and music under the stars, for free! This year's Summer Concert in the Park Series lineup includes Bruno & the Hooligans on July 8, Vilma Diaz y La Sonora on July 15, Family Style Band on July 22, and Soto the Band on July 29. Lawn activities, inflatable attractions, DJ, food trucks, and vendors start at 6 PM and the headlining band will take the stage from 7 – 9 PM.	
Yappy Hour	Leash up your dog and come together for Yappy Hour along the Donald and Bernice Watson Recreation Trail on Saturday, July 13 from 8 -10 AM. Along the trail there will be various treat stations for our canine friends and vendor stations/City resources for owners. This is a free event, but advance registration is required at ACCESSDUARTE.COM .	
Splash in the Park	Put on your swim attire and slide over to Duarte Park on Wednesday, July 17 from 1 – 3 PM to beat the heat! The Parks and Recreation Department will have inflatable water slides and water related activities for youth to cool off. Don't forget to bring sunscreen, towel, and a snack. This is a free public event, but advance registration is required, per child, at ACCESSDUARTE.COM . For any questions, contact the Duarte Parks and Recreation Department at (626) 357-7931.	
Christmas in July: Underwater Photos with Santa	On Friday, July 19, come make a splash in the Duarte Pool and snap an early Christmas card photo with Santa Claus, underwater or by the pool, from 6 to 8 PM. This summer evening will also be filled with plenty of early holiday cheer and spirit, so we encourage attendees to wear their most festive holiday swimsuit/trunks and to bring goggles. The last day to register is Friday, July 12. For more information, call the Fitness Center at (626) 357-6118.	
Splashtacular & Cardboard Boat Derby	Join us for a Splashtacular afternoon at the Duarte Pool on July 31 from 12 – 3 PM. This event will feature relays, water games, "The Big Splash", and for the first time ... our Cardboard Boat Derby Race! All team boats must register online at ACCESSDUARTE.COM . For more information, contact the Fitness Center at (626) 357-6118.	

Touch A Truck	Grab the kids and come out and explore vehicles of all kinds on Saturday, August 3 in the Duarte Civic Center Parking Lot from 10 AM – 12 PM. From trucks to fire engines, tractors, classic cars, and city buses, there will be plenty of vehicles to explore! For more details, visit ACCESSDUARTE.COM .
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ITEM: 11.G

Approval of City Council Expenses

Recommended Action:

Approve the City Council expenses.

Attachments:

[11.G - Memorandum - City Council Expenses.pdf](#)



MEMORANDUM

TO: Mayor and Councilmembers
FROM: Annette Juarez, City Clerk
DATE: July 3, 2024
SUBJECT: **APPROVAL OF CITY COUNCIL EXPENSES**

Councilmember Margaret Finlay

June 20, 2024 - Purchase of new IT equipment

Total: \$1,897.00

Councilmember Toney Lewis

June 26, 2024 - Purchase of bereavement wreath in honor of LA County Firefighter, Andrew Pontious

Total: \$328.19



ITEM: 11.H

Contract for preparation of in environmental impact report (EIR) for a general plan amendment, zone change, parcel map and the development of townhomes at 1433 Crestfield

Recommended Action:

Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for the preparation of an EIR and related environmental review documents and planning services for the development of the Andres Duarte School in the amount of \$319,373 and a funding agreement with Crestfield Townhomes LLC to cover all related costs.

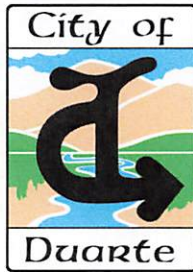
Attachments:

[11.H - Staff Report - Contract for preparation of in environmental impact report \(EIR\) for a general plan amendment, zone change, parcel map and the development of townhomes at 1433 Crestfield.pdf](#)

[11.H - Professional Services Agreement - Rincon Consultants.pdf](#)

[11.H - Funding Agreement Crestfield Townhomes.pdf](#)

[11.H - Andres Duarte School EIR Rincon Proposal.pdf](#)



Agenda Item: 11.H

CM Review: SCV

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: July 9, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Contract for preparation of an environmental impact report (EIR) for a general plan amendment, zone change, parcel map and the development of townhomes at 1433 Crestfield

RECOMMENDATION: Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for the preparation of an EIR and related environmental review documents and planning services for the development of the Andres Duarte School in the amount of \$319,373 and a funding agreement with Crestfield Townhomes LLC to cover all related costs

FISCAL IMPACT: No fiscal impact. All costs associated with the contract with Rincon Consultants will be funded by the applicant, Crestfield Townhomes, LLC and processed through a pass through account

BACKGROUND

Crestfield Townhomes, LLC has submitted a request to develop an approximately seven acre portion of the Andres Duarte School site with 169 townhomes and to renovate Otis Gordon Sports Park. The Duarte Unified School District (DUSD) closed Andres Duarte School and has offered the site for development. DUSD conducted a request for proposal process to select Crestfield Townhomes, LLC as the preferred developer for the property and has approved an exclusive negotiating agreement.

The property currently has a general plan designation and zoning of Public Facility (PF). The proposed development would require a general plan change to high density residential and a zone change to R-4. A parcel map would also be required to separate the residential portion from the park portion. This proposed development requires an EIR.

The decision to close the school, by DUSD, was made several years ago. So, the property development is the issue being analyzed by the EIR rather than the merits of a school closure. Crestfield Townhomes will be entering into a long term lease for the property and has agreed to work with the City to maintain and improve Otis Gordon Sports Park. There are provisions in State Law that would permit much more intense development of the property with limited ability for the City to regulate development, but DUSD has negotiated a smaller buildout that preserves the park.

DISCUSSION/ANALYSIS

Rincon is an environmental science and planning consulting firm that provides professional services and has specific experience in annexations, environmental review, planning and staff services. Rincon is currently working with the City in preparing the environmental documents for the Royal Oaks annexation. For this project, Rincon will prepare the EIR and related documents and will assist in the public review process. The main contacts from Rincon that the City will work with will be John Moreland, Director of Community Planning and Susanne Huerta, Director of Environmental Planning. Staff has worked with this team in the past and is comfortable that the Rincon team is well qualified to complete the tasks outlined in the contract.

In addition to the proposed Professional Services Agreement, a Funding Agreement (attached) will address the requirement for the applicant to pay the City for the proposed consultant work, for City overhead and for application fees. The Funding Agreement also includes a requirement for the applicant to pay for a consultant to develop an Affordable Housing Plan. The City will select an affordable housing consultant in the next few months to complete the Affordable Housing Plan prior to the public hearing process. The Professional Services Agreement also provides for a 10% contingency, that the Developer would also pay for, if additional work is needed for items such as additional meetings or information.

RECOMMENDATION

Authorize the City Manager to sign a Professional Services Agreement with Rincon Consultants for the preparation of an EIR and related environmental review documents and planning services for the development of the Andres Duarte School in the amount of \$319,373 and a funding agreement with Crestfield Townhomes LLC to cover all related costs.

FISCAL IMPACT

No fiscal impact. All costs associated with the contract with Rincon Consultants will be funded by the applicant, Crestfield Townhomes, LLC and processed through a pass through account.

ATTACHMENTS

Professional Services Agreement – Rincon Consultants
Funding Agreement

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of July 9, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Rincon Consultants, Inc., (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to produce an Environmental Impact Report and Supporting Technical Studies for the Andres Duarte School Project as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until September 1, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

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

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **Three Hundred Nineteen Thousand Three Hundred Seventy Three Dollars (\$319,373)**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, up to a 10% contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 5, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct,

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Rincon Consultants
Attn: John Moreland
250 East First Street, Suite 1400
Los Angeles, CA 90012

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

Brian Villalobos, City Manager

Date: _____

ATTEST

City Clerk

Date: _____

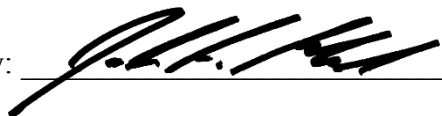
APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

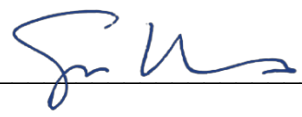
CONSULTANT

Rincon Consultants, Inc.

By:  _____

Its: Director of Community Planning

Date: July, 1, 2024

By:  _____

Its: Director of Environmental Planning

Date: July, 1, 2024

EXHIBIT A

Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

FUNDING AGREEMENT

ENVIRONMENTAL IMPACT REPORT AND LAND USE ENTITLEMENTS FOR THE DEVELOPMENT OF THE ANDRES DUARTE SCHOOL SITE

This Funding Agreement (“**Agreement**”) is made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Crestfield Townhomes, LLC, (“**Applicant**”). City and Applicant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

A. Applicant is the owner of that certain real property (“**Property**”) located within the City of Duarte, County of Los Angeles, California, generally described as 1433 Crestfield Drive, Duarte, California, 91010.

B. Applicant is contemplating the project defined as the development of the Andres Duarte School Site with a townhome development. Applicant will be submitting applications (collectively, the “**Application**”) for a general plan amendment, zone change and other various discretionary land use approvals and also an environmental documents pursuant to the California Environmental Quality Act (“**CEQA**”). For purposes of this Agreement, all of the above shall be referred to collectively as the “**Project**.” The Parties acknowledge that the preparation of a Project description is part of the work to be performed.

C. To provide City with the environmental services, planning services, fiscal services, special legal services, and information necessary to City’s review process concerning the Project, it is necessary for City to retain the services of a professional consultant (“**Consultant**”).

D. As a condition to City’s completion of the review process concerning the Project, Applicant has agreed to fund Consultant costs and expenses related to City’s review process in the manner and amounts set forth in this Agreement. Applicant’s payments under this Agreement are for the purpose of ensuring that City has the necessary resources to diligently and efficiently process the Application.

2. CITY TO RETAIN CONSULTANT

A. As a necessary and indispensable part of its fact-finding process relating to the review of the Project, City will retain, by means of a contract (“**Consultant Contract**”) in its sole discretion, the services of Consultant set forth in Section 3 of this Agreement and to provide such information and analysis as City deems necessary in its sole discretion. Applicant has no objections to Consultant identified in Section 3 of this Agreement.

B. Applicant agrees that, notwithstanding Applicant’s funding obligations under this Agreement, the selected Consultant by City shall be the contractor of City and not of Applicant for purposes of City’s review and processing of the Project. Except for those disclosures required

by law including, without limitations, the Public Records Act, all conversations, notes, memoranda, correspondence, and other forms of communication by and between City and Consultant shall be, to the extent permissible by law, privileged and confidential and not subject to disclosure to Applicant. Applicant agrees that it shall have no claim to, nor shall it assert any right in, any reports, correspondence, plans, maps, drawings, news releases, or any and all other documents or work product produced by Consultant pursuant to the Consultant Contract. Applicant understands that it shall not be a third party beneficiary to the Consultant Contract.

C. Applicant agrees to cooperate in good faith with City in order for City to direct the work of Consultant. Applicant agrees that it will instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with City and to provide all necessary documents or information reasonably requested of them by City; provided, however, that the foregoing shall not require the disclosure of any documents or information of Applicant which by law is privileged, proprietary, confidential, or exempt from disclosure under the Public Records Act.

D. Applicant agrees to refrain from contacting, directing, managing, or in any way communicating with Consultant regarding the Project, without prior written approval of City. Applicant agrees that City, and only City, shall provide direction and shall communicate with Consultant regarding the Project, unless Applicant has received from City prior written approval to contact or otherwise communicate with Consultant.

3. SELECTION OF CONSULTANT

City has selected Rincon Consultants, Inc., a California Corporation, as Consultant.

4. APPLICANT'S PAYMENT OF CITY APPLICATION FEES AND CONSULTANT FEES; INITIAL DEPOSIT; ADDITIONAL PAYMENTS

A. Consultant Fees. The City's agreement with Consultant has been approved with a total maximum cost of **Three Hundred and Nineteen Thousand, Three Hundred and Seventy Three dollars (\$319,373)** ("Consultant Fees"). Applicant agrees to pay fifty percent (50%) of the costs of Consultant pursuant to the Consultant agreement prior to Consultant beginning work. The balance of the cost shall be paid to the City on or before **November 15, 2024**, or when the Consultant costs exceed 50% of the contract amount. In the case that the Consultant costs exceed 50% of the contract amount, the City shall inform the Applicant in writing and the Applicant shall pay the balance within 15 days of the request. There is also a 10% contingency to the Consultant contract that the Applicant shall pay, this amount shall not be included in the initial payment. It is the intent of the Parties that Applicant pay the entire cost of Consultant for the work performed pursuant to the City's agreement with Consultant. City shall not be required to advance its own funds to pay Consultant.

B. City Overhead. The Applicant shall pay a City Overhead fee of 10% of the base Consultant fee, a total of **Thirty One Thousand Nine Hundred Thirty Seven Dollars (\$31,937)**, prior to Consultant beginning work.

C. Application Fees. In addition to Consultant Fees, Applicant shall be responsible for City application fees to cover City costs as follows:

General Plan Amendment \$5,000
Zone Change \$4,000
Planned Development Permit \$5,000
Design Review \$2,000
Parcel Map \$3,500
Public Notice - \$900

Applicant shall pay to City an initial application fee of **Twenty Thousand Four Hundred Dollars (\$20,400)** to cover City costs related to Applicant's application prior to Consultant beginning work. Additional fees will be required if a Development Agreement is a part of the process and will be addressed under a separate agreement.

D. Affordable Housing Consultant. The Applicant agrees to fund the cost for the City to contract with a Consultant to assist in the development and implementation of an affordable housing plan for the development. The intent is to have a certain percentage of the units in the development be set aside for Moderate Income residents. The goal of this process is to develop a plan that will be acted on, if the entire development is approved. The City and Applicant have agreed that the "estimated" target number of affordable units is between 13% and 18% of the units in the development. The final number of affordable units will be determined by the analysis in the affordable housing plan. The Applicant agrees to pay the City a Deposit for the Consultant prior to the Consultant beginning work.

E. Applicant acknowledges and agrees that, despite City's efforts to hire a qualified Consultant, it is possible that the work of Consultant may, in City's opinion, prove to be deficient, which may in turn lead to City refusing to pay some portion of Consultant's bills and/or City terminating the services of Consultant. In such situations, City may assign, and Applicant shall accept, the obligation of resolving and/or paying any outstanding bills of Consultant for work performed through the date of termination of Consultant's services. If litigation ensues concerning the terminated Consultant's bills, Applicant shall indemnify, defend, and hold harmless City solely related to the cost of work performed by Consultant through the date of termination pursuant to the Consultant Contract. This indemnification obligation shall not extend to any other claims made by Consultant against City, including without limitation claims of wrongful termination, discrimination, or harassment. Defense of and any potential liability associated with any such claims shall be the sole responsibility of City. In any situation in which Consultant is discharged, City may retain another consultant at Applicant's expense.

5. CITY TO RETAIN ABSOLUTE DISCRETION

A. Applicant acknowledges and agrees that notwithstanding Applicant's payment obligations under this Agreement, City is not obligated to approve any or all of the proposed uses or permits under the Project or any environmental documents or general plan, specific plan, municipal code amendments, tract maps, use permits, or any other approvals that may be required for the Project. Applicant warrants and represents that no City official, officer, employee, agent,

or attorney has represented, expressly or impliedly, that City will approve any entitlement for proposed uses of the Property under the Project. Applicant understands that there may be numerous legislative and quasi-judicial decisions to be made by City with regard to the Project; that all such decisions of City with regard to the Project and the Property and the contemplated uses of the Property will be made only after compliance with all City's statutory and other legal obligations and after considering all appropriate information and evidence; and that such evidence may cause City to disapprove the Project and any or all of the contemplated uses of the Property. Notwithstanding anything in this Agreement to the contrary, City retains all authority and discretion granted to it by law to approve, disapprove, or modify the Project or any of the proposed uses of the Property under the Project.

B. Applicant further understands that City shall not be bound by any recommendations or conclusions reached by Consultant and that City may accept or reject, in whole or in part, any such recommendations or conclusions that City, in its sole discretion, deems to be unreasonable or contrary to City's land use ordinances and regulations or State statutes or regulations, and that the City Council may reject any application for a legislative decision, including but not limited to a General Plan Amendment or zone change, for any reason or no stated reason. This paragraph shall not be construed as a waiver of any claims that Applicant may have under the due process and/or equal protection clauses of the U.S. and California Constitutions.

6. TERM

A. The term of this Agreement shall commence on the date that this Agreement is approved by City and fully executed by the Parties and shall terminate when all work required by the Consultant Contract has been completed to City's reasonable satisfaction and Applicant has satisfied all of its obligations under this Agreement including, without limitation, the obligation to pay City whether or not paid by City to Consultant prior to the date of termination.

B. For good cause, City may terminate this Agreement prior to the term set forth above, without cost or liability to City, upon thirty (30) days' prior written notice to Applicant. Applicant, upon thirty (30) days' prior written notice, may, in its reasonable and sole discretion, terminate this Agreement prior to the end of the term set forth above; provided, however, that Applicant has (i) satisfied all of its obligations under this Agreement regarding payment(s) to City, and (ii) given City written notice withdrawing its application(s) for the Project. Within two (2) City working days following either City's decision to terminate this Agreement or City's receipt of written notice indicating Applicant's decision to terminate this Agreement, City shall notify Consultant and instruct Consultant to cease work under the Consultant Contract. Consultant shall be instructed to invoice City for any work completed prior to the date of early termination of the Consultant Contract so that City may provide invoice(s) to Applicant for payment, if applicable.

7. NO UNDUE INFLUENCE

Applicant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Applicant, or from any officer, employee, or agent of Applicant, in

connection with the award of this Agreement. Applicant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Applicant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement.

8. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No City elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or to its successor, or for breach of any obligation of the terms of this Agreement.

9. 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 (i) personal service; (ii) 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; (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice; or (iv) e-mailing the notice to the e-mail addresses as set forth below:

If to City: City of Duarte

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

If to Applicant: Crestfield Townhomes, LLC

Attn: George Voigt
27702 Crown Valley Parkway
Suite D-4-197
Ladera Ranch, CA 92694

10. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Applicant be entitled to economic or consequential damages or to punitive damages. In the event

of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Applicant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

11. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

12. SEVERABILITY

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

13. INTERPRETATION; ENTIRE AGREEMENT

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

14. CONFLICTS OF INTEREST

Applicant represents, warrants, and covenants that it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Applicant's obligations and responsibilities under this Agreement. Applicant further agrees that while this Agreement is in effect, Applicant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Applicant's obligations and responsibilities under this Agreement.

15. NO THIRD-PARTY BENEFICIARIES

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

16. PARAGRAPH HEADINGS AND SUBHEADINGS

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

17. COUNTERPARTS

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

18. EXECUTION OF CONTRACT

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

19. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

APPLICANT

Crestfield Townhomes, LLC

Brian Villalobos, City Manager

Date: _____

By: _____

Its: _____

Date: _____

ATTEST

City Clerk

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM

RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____



Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

June 4, 2024
Project 24-15955

Craig Hensley, Community Development Director
City of Duarte
Community Development Department
1600 Huntington Drive
Duarte, California 91010

Submitted via email to chensley@accessduarte.com

Subject: Proposal for an Environmental Impact Report and Supporting Technical Studies for the Andres Duarte School Project

Rincon Consultants, Inc. (Rincon) is proud of our team's ability to analyze large-scale residential development projects and work effectively with City staff and decision-makers to develop and implement innovative solutions to planning and environmental issues. Rincon's commitment to excellent client service means we are more than consultants; we are partners invested in ensuring every aspect of the project aligns seamlessly with the City of Duarte, herein referred to as "City" or "Client." We appreciate the opportunity to submit this proposal.

Pursuant to the California Environmental Quality Act (CEQA), this proposal covers preparation of an Environmental Impact Report (EIR) and supporting technical analyses for the proposed residential development ("project" or "proposed project") located at 1433 Crestfield Drive. Rincon has extensive technical experience performing analyses in a coordinated and efficient manner for all types of projects throughout the San Gabriel Valley.

To augment Rincon's in-house expertise, we have retained Ganddini Group to assist with the transportation-related analysis and continue our long-standing relationship with them. We've successfully teamed on numerous projects, including but not limited to, Paseo Santa Fe (City of El Monte residential and park project), The Terraces at Walnut Specific Plan (City of Walnut mixed-use project), and the City of Walnut Housing Element Update.

Project Understanding

The project site is located near the northwest corner of Crestfield Drive and Central Avenue within the PF (Public Facility) zoning district. The 14.16-acre project site consists of one parcel identified by APN 8604-017-903 that is currently occupied by the Andres Duarte Arts Academy. The project involves the demolition of the school, and construction of 169 residential units that will range from two- to four-bedroom floorplans, with 90 parking spaces. The project will also include an approximately seven-acre park. This scope also includes project management time to assist the City with community outreach, meetings with the developer, and attendance at public hearings.

Scope of Work

Task 1 Project Initiation

Rincon Project Leaders (Susanne Huerta and John Moreland) will organize a kickoff meeting (assumed to be held as a video conference) with City staff, Ganddini Group, and the Applicant's team, as appropriate. This meeting will serve as a forum to review and confirm project and technical objectives as well as establish an operational protocol. Working schedules will be refined and details for scheduled tasks will be discussed. The

consultant team will use this opportunity to collect any relevant studies and information not already transmitted to Rincon by the City and/or Applicant.

The kickoff meeting will also allow the City/consultant team an opportunity to discuss the approach to the various environmental analyses and possible project alternatives. A review of any community concerns that have surfaced to date will be discussed. We will also have an opportunity to discuss the cumulative projects list.

Rincon will prepare a Data Request Matrix to gather any additional relevant studies and information from the Applicant's design/engineering team needed for use in developing a Project Description, as well as needed for the various analyses. This Matrix will be used to track items needed from the City and/or the Applicant's engineering/design team. Upon a stable and agreeable Project Description and receipt of responses to the Data Request Matrix, Rincon will initiate preparation of technical analyses documentation.

Deliverables

- Draft Project Description, subject to one (1) round of combined review/comments by the City and Applicant, with associated revisions by Rincon
- Final Project Description
- Data Request Matrix

Assumptions

- All relevant project data and drawings produced by the Applicant's design/engineering team will be provided to Rincon in a timely and efficient manner.
- City and Applicant's team will respond to data requests in a timely and efficient manner.
- Updated Project Description, once finalized, will not change after the technical analyses and/or preparation of the Draft Initial Study have begun. Otherwise, this could result in the need for additional or revised analyses already in progress.
- Other technical studies needed to support the CEQA analyses will be provided by the Applicant's engineering/design team, including but not limited to, Phase 1 Environmental Site Assessment, geotechnical report, hydrology report, preliminary water quality management plan, water supply assessment, and any will serve letters. These services can also be added to our scope for an additional cost.
- Scope assumes that visual simulations are not included, but can be added under a separate budget amendment should the City decide they are needed.

Task 2 Initial Study and NOP

This task includes scoping of the EIR with preparation of an Initial Study, circulation of the Notice of Preparation (NOP), and management of a public scoping meeting.

Task 2.1 Project Description

Rincon will prepare a project description that describes proposed land use changes and controls, planned structural or landscape modifications, operational or other features, policies and programs that have been incorporated into the project to minimize potential environmental or land use conflicts. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of the proposed project. The Project Description is a more detailed version used for the EIR as compared to the version prepared under Task 1 above, to facilitate initiation of the various technical analyses.

Task 2.2 Initial Study

Rincon will prepare a Draft Initial Study for the proposed project using the Appendix G Environmental Checklist from the CEQA Guidelines. Rincon will review the most up-to-date project plans, technical analyses (as described above in Tasks 2 through 8), and any other existing documentation prior to preparation of the Initial Study. The Initial Study will be comprised of a completed checklist and responses to all questions, with particular emphasis given to impact significance and providing solid support for these conclusions. Where an impact is not significant, the response provided will serve as the primary record of the City's determination that the impact is not significant and may not be further evaluated in the EIR. While an Initial Study is not absolutely required pursuant to CEQA when a lead agency knows it will prepare an EIR, the objective of the Initial Study can focus the environmental analysis in the EIR where appropriate.

Please note that to reduce costs, the City can choose to forego preparation of an Initial Study, and instead release the Notice of Preparation (NOP) for public review without an Initial Study.

Task 2.3 NOP Circulation

Rincon will prepare the NOP for review by City staff. We will submit the NOP to the State Clearinghouse (SCH; includes State responsible and trustee agencies) and the County Clerk, while the City will be responsible for radius mailing of NOP to property owners adjacent to the project site. Rincon will also mail copies of the NOP to other local agencies, interested parties, and Native American tribes, where applicable.

We assume the City will provide a website link to be included in the NOP, and post the NOP and Initial Study on their website for public review. The NOP, Initial Study, and all comments received in response to the NOP will be attached as an appendix to the Draft EIR. The scope of the Draft EIR will be refined after all comments on the NOP have been received.

Task 2.3 Scoping Meeting

Rincon will prepare for and assist the City in conducting an in-person public scoping meeting. Rincon understands that the City will provide the venue for the meeting and will provide the public notices for the meeting. Rincon will be responsible for hand-out materials consisting of project description, site plan, site location map, CEQA timeline, and other presentation graphics.

Deliverables

- Draft Initial Study, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final version of the Initial Study (for public review; attached to the NOP)
- Draft NOP, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final version of the NOP
- Scoping meeting hand-out materials

Assumptions

- City will post the NOP and Initial Study on their website.
- City will be responsible for radius mailing of the NOP to property owners adjacent to the project site.
- No more than 20 NOP copies will need to be provided by Rincon to other local agencies, interested parties, and Native American tribes.
- If needed, the City will publish a notice in a local newspaper informing the public where they can view the Initial Study.

- Hardcopies of the Final Initial Study and NOP will not be needed. However, USB drives can be provided if needed.
- Also refer to the “Other Assumptions” section below.

Task 3 Technical Analyses

Task 3.1 Air Quality/Greenhouse Gas Emissions

To address impacts associated with air pollutant and greenhouse gas (GHG) emissions, Rincon will conduct emissions modeling and prepare the analysis. The analysis will consider both temporary construction and long-term operational emissions. The analysis will include the following tasks:

- Summarize the existing air quality conditions in the air basin using data for nearby air monitoring stations available from the California Air Resources Board and the South Coast Air Quality Management District (SCAQMD).
- Characterize the state of the climate and relevant federal, State, and local climate change regulations. Identify the GHGs of primary concern.
- Summarize federal, state, and local standards and regulatory review requirements pertinent to air quality and GHG emissions; Calculate construction and operation emissions of criteria pollutants and GHGs using the California Emissions Estimator Model (CalEEMod). Evaluate the significance of any air quality and GHG impacts.
- Evaluate the potential for the project to cause odor impacts to off-site uses.
- A qualitative assessment of localized risk from the construction activities is proposed. However, depending on the length of construction, the amount of haul trips required, and the quantity and type of construction equipment (for example United States Environmental Protection Agency (USEPA) Tier 4 and/or alternatively fueled equipment) used, a quantitative health risk assessment (HRA) may be recommended. The Office of Environmental Health Hazard Assessment (OEHHA) guidelines for HRAs suggest that projects with construction periods of more than two to six months and within 1,000 feet of sensitive receptors, require a significant amount of excavation or grading, and/or those project sites that are greater than one acre have the potential to result in significant cancer risk. The project site is larger than one acre and is located directly adjacent to existing sensitive receptors. If the project design does not require construction equipment greater than 50 horsepower to meet USEPA Tier 4 certification or emissions standards, California Air Resources Board (CARB) Level 3 diesel particulate filters, or alternatively fueled (non-diesel) equipment, then a quantitative HRA is recommended for determining toxic air contaminants (TAC) impacts to nearby sensitive receptors (see Optional Task 6).
- Evaluate the proposed project’s compliance with applicable air quality plans.
- Evaluate the proposed project’s compliance with applicable State and local GHG reduction plans, policies, and regulations.
- As necessary, the analysis will recommend applicable mitigation measures for significant impacts.

The findings of the air quality and GHG emissions analysis will be summarized directly within the respective EIR sections, with model outputs included as an appendix.

Deliverables

- Draft Air Quality and GHG Emissions EIR sections, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final Air Quality and GHG Emissions EIR sections

Assumptions

- Applicant's team will provide all project-related information necessary to analyze potential air quality and GHG emissions.

Task 3.2 Biological Resources

Rincon will perform a biological resources assessment for the project site. Our team will assess the potential for regulated biological resources to be present, evaluate the potential impacts to regulated biological resources from project development and operations, and recommend measures to avoid, minimize, or mitigate impacts in accordance with CEQA. This effort will include review of existing literature sources and a field reconnaissance to document current conditions and to characterize and map plant communities and land uses within and adjacent to the project site. Results of the literature and database search and field reconnaissance will be incorporated into the Biological Resources section of the EIR. As the project site is developed, Rincon expects the site to support limited biological resources with the exception of ornamental vegetation capable of supporting native bird nests.

Literature/Database Research

Rincon will conduct a literature/database review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), CDFW Biogeographic Information and Observation System (BIOS), California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants, U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) portal, USFWS National Wetlands Inventory (NWI), and US Geological Survey (USGS) National Hydrography Dataset. Other resources include aerial photographs, topographic maps, previously prepared biological studies, and other readily available literature regarding biological resources present in the project area. The review will assess the potential for the presence of sensitive biological resources, including habitat for rare plant and sensitive wildlife species, plant communities, jurisdictional waters and wetlands, and suitable habitat for nesting birds occurring on or in the vicinity of the project.

Field Reconnaissance

Following the literature/database review, a qualified Rincon biologist will conduct a field reconnaissance of the project site to document the existing biological conditions. During the field survey, the biologist will evaluate the potential for sensitive biological resources to be present, including special-status wildlife species, rare plants, federal and state jurisdictional wetlands and waters, sensitive vegetation communities, riparian habitats, and protected trees. They will field-verify and refine vegetation community and land-cover type mapping and record observations of plant and wildlife species. Incidental observations of special-status or otherwise sensitive biological resources will be recorded and documented with GPS equipment. In addition, our assessment will identify whether protected trees are present; however, this scope does not include a formal tree survey or arborist report. Preparation of a fieldwork Health and Safety Plan for the survey is also included in this task.

Documentation

The information collected from the literature/database review and field reconnaissance will be documented in the Biological Resources section of the EIR. This will include a summary of the existing environmental conditions of the site and areas that are immediately adjacent, overview of sensitive biological resources that are present and/or have the potential to be present, including, but not limited to, special status species, native vegetation communities, riparian and aquatic resources, protected trees, whether the project site is located within a wildlife movement corridor or could impede regional wildlife movement, and presence of critical habitat or other designated resource overlay such as a Habitat Conservation Plan or Natural Community Conservation Plan.



Deliverables

- The biological resources analysis will be provided in the EIR section.

Assumptions

- The field reconnaissance will not include focused surveys to determine the presence of protected plant or wildlife species. Definitive surveys for special-status plant and wildlife species generally require survey protocols and extensive field survey time and are conducted only at certain times of the year and only after it is determined that such species have potential to occur.
- If it is determined that locally protected trees are present, Rincon can conduct a focused tree survey under a separate scope of work.
- This scope and cost estimate does not include preparation of regulatory permitting applications or mitigation plans.
- No meetings with the City or other regulatory agencies are anticipated and as such are not included in this scope of work.
- Field access will be provided by the project applicant, and the site will be visited during a single mobilization during one single day.
- Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety) or other conditions outside of Rincon's control.

Task 3.3 Cultural Resources

A CEPA compliant cultural resources assessment will be conducted to assess the project's potential to impact cultural resources. The proposed scope of work includes a cultural resources records search, a Sacred Lands File (SLF) search, a cultural resources field survey, and associated reporting. Rincon understands that the project site is developed with a school campus, portions of which were constructed between 1948 and 1952; the campus will also be documented and evaluated as part of the assessment. These tasks will be managed by Rincon cultural resources specialists that meet or exceed the Secretary of the Interior's Professional Qualification Standards for archaeology and architectural history. Tasks are detailed below.

Records Search and Desktop Review

Rincon will conduct a CHRIS records search of the project site and a 0.5-mile radius at the South Central Coastal Information Center (SCCIC) located at the California State University Fullerton. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the project site. The records search will also reveal the nature and extent of cultural resources work previously conducted in or near the project site. In addition to the records search results provided by the SCCIC, Rincon will review several inventories of known cultural resources, for example the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR), to identify resources with the potential to be impacted by the project. Rincon will also contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search will indicate whether recorded Sacred Lands are present within the vicinity of the project site.

Additionally, Rincon will conduct a desktop geoarchaeological review to assess the potential for buried prehistoric and historical archaeological resources to be present in the project site. This will include a review of historic, geologic, and soil maps, aerial photographs, and available environmental assessments and/or geotechnical reports. The review will assess whether there is a low, moderate, or high potential for buried resources, and will assess whether project-related ground disturbance has the potential to encounter buried resources during construction based on the project parameters.



Cultural Resources Field Survey

Upon receipt of CHRIS records search results, Rincon will conduct a pedestrian survey using transects spaced at maximum intervals of 15 meters over all exposed ground surface within the project site. As previously noted, the project site is currently developed with a school campus which dates to the historic period. Therefore, in accordance with California Office of Historic Preservation (OHP) Standards, the property will be recorded and evaluated for listing in the NRHP and CRHR on California Department of Parks and Recreation Series 523 (DPR) forms. In support of this recordation and evaluation, built features on the property will be inspected and photographed during the survey.

Cultural Resources Technical Report

Rincon will prepare a Cultural Resources Technical Report to present the methods and results of the tasks outlined above. The report will follow the California OHP's Archaeological Resource Management Reports (ARMR): Recommended Contents and Format. It will provide applicable environmental and cultural contexts for the project site and vicinity, outline the regulatory framework within which impacts to cultural resources will be analyzed. The report will also provide a historical evaluation of the significance of the on-site school and state whether it qualifies as a historical resource pursuant to CEQA; DPR forms will be appended to the report. The report's findings will include recommendations for additional work or mitigation measures, if any are deemed necessary. Findings, as presented in the report, will be used to support the analysis presented in the appropriate sections of the EIR.

Assembly Bill 52 Assistance

Under AB 52 (California Government Code Section 21080.3.1 (a)), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the project site prior to the release of a CEQA document. If the City does not maintain an AB 52 contact list, Rincon will request one from the NAHC. Rincon will assist the City with consultation under AB 52 by providing letter templates, a tracking table, and detailed instructions to ensure meaningful consultation with interested Native American groups can be completed in accordance with AB 52. After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52. This task does not include Rincon attendance at meetings, or Rincon participation in other outreach or consultation support.

Deliverables

- Draft Cultural Resources Technical Report, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final Cultural Resources Technical Report

Assumptions

- The project is not subject to compliance with Section 106 of the National Historic Preservation Act or the National Environmental Policy Act.
- Direct expenses associated with the CHRIS records search will not exceed \$800.
- Turnaround time associated with the CHRIS records search will not exceed four weeks.
- The cultural resources survey will be completed in one (1) field day by a single cultural resources specialist, including travel time, and there will be no access issues. A single mobilization will be needed to complete the fieldwork. No testing or evaluation will be conducted, nor will any artifacts, samples, or specimens be collected during the field survey.
- The assessment will identify no archaeological resources within or adjacent to the project site.
- A maximum of one property, containing a historic period school, will require recordation and evaluation.
- If ground visibility is limited (e.g., by landscaping) to the extent that surficial archaeological deposits cannot be observed during pedestrian survey, additional studies may be required.

- Turnaround times associated with NAHC SLF and contact list requests may exceed four weeks and are out of Rincon's control.
- The City will contact all Native American tribes listed on the NAHC tribal contact list and will consult with all tribes that request consultation.
- Due to the sensitive nature of archaeological resource information, cultural resources reports are typically considered confidential. Rincon assumes the technical report will be considered confidential and will not be made available for public review.
- The City will provide Rincon results of tribal consultation include letters, emails, and meeting/phone call summaries to support completion of the Tribal Cultural Resources section of the EIR.

Task 3.4 Noise Analysis

The noise analysis will be conducted in accordance with City of Duarte guidelines, standards, and ordinances. The analysis will consider both temporary construction and long-term operational noise from the project. The noise analysis will include the following tasks:

- Conduct noise measurements to document the ambient noise environment. The survey will consist of up to four short-term (15-minute) and two long-term (24 hour minimum) noise measurements.
- Conduct an analysis of construction activities to assess noise and vibration levels at nearby sensitive receptors based on equipment types and operations provided by the client.
- The traffic noise analysis will assess noise generated by existing and future project-related traffic and changes in noise levels along roadways affected by project-related traffic.
- Prepare an analysis of the potential for on-site noise generators (e.g., HVAC equipment) to impact adjacent uses based on available data from the project applicant.
- As necessary, the analysis will recommend applicable mitigation measures for significant impacts.

The findings of the noise analysis will be summarized directly within the EIR with model outputs included as an appendix.

Deliverables

- Draft Noise EIR section, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final Noise EIR section

Assumptions

- No analysis of the environment onto the project site (e.g., from roadway noise) is proposed, as those impacts are not a California Environmental Quality Act issue.

Task 3.5 Paleontological Resources

Rincon will prepare a paleontological resources assessment summarizing the project's potential to impact paleontological resources. The assessment will provide the results of a Western Science Center records search and literature review, discuss the regional geology and the geologic unit(s) located within the project site, characterize the paleontological sensitivity of the geologic unit(s) using the Society of Vertebrate Paleontology paleontological sensitivity classification system, assess the potential for significant impacts to scientifically important paleontological resources under state and federal guidelines, and provide management recommendations for avoiding or reducing impacts to paleontological resources from project development as necessary.

Deliverables

- The paleontological analysis results will be incorporated directly into the EIR.

Assumptions

- Fieldwork will not be necessary to complete the paleontological resources assessment.
- Results of the records search from the Western Science Center are typically received within four weeks of the date of request.
- Paleontological records search cost will not exceed \$150.

Task 3.6 Transportation/Circulation Analysis

Task 3.6.1 Transportation Impact Analysis

Ganddini Group shall prepare a transportation impact analysis for the proposed project consisting of the following tasks:

Scoping Agreement

- Calculate the weekday AM/PM peak hour and daily project trip generation (including existing and net new trips, if applicable) based on average trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021).
- Prepare a scoping agreement for review/approval by City of Duarte staff. The scoping agreement shall outline the fundamental assumptions of the analysis, such as the proposed study area, trip generation/distribution, analytical methodologies, and any specific requirements for the project. This scope of work assumes the study will require analysis of up to eight (8) study intersections (including project driveways). Should additional study locations be identified during the scoping process, a work amendment may be requested.

Operational/Level of Service Analysis

Existing Conditions & Data Collection

- Document existing vehicular and non-automobile transportation facilities serving the study area, including study intersection traffic control devices, study intersection lane configurations, transit routes/services, and bicycle and pedestrian facilities.
- Obtain new intersection turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) during the peak commute periods (7:00 - 9:00 AM and 4:00 - 6:00 PM).

Traffic Volume Forecasts

- Research information for other pending/approved development projects from the City of Duarte (and neighboring jurisdictions, if necessary) and assign other development trips to the study area. If the other development list substantially exceeds 25 projects, a work amendment may be requested.
- Develop weekday AM/PM peak hour traffic volume forecasts for the following analysis scenarios:
 - Existing Conditions
 - Existing Plus Project
 - Opening Year Without Project
 - Opening Year With Project
- Opening Year traffic volume forecasts will be developed based on the buildup methodology by adding ambient growth, other development trips, and project trips to existing traffic volumes.

Level of Service/General Plan Consistency Analysis

- Analyze study intersection Levels of Service for the above-specified analysis scenarios based on the Intersection Capacity Utilization (ICU) methodology for signalized intersections and Highway Capacity Manual (7th Edition) intersection delay methodology for unsignalized intersections in accordance with parameters and guidelines established by the City of Duarte.
- Assess project impacts and identify improvements or corrective measures necessary to maintain the performance standards established by the City of Duarte and/or other applicable local jurisdictions. If necessary, calculate the project's share of new traffic added to study intersections or roadway segments for which improvements have been identified.
- If necessary, assess the need for installation of a traffic signal at unsignalized study intersections operating at deficient Levels of Service based on the California Manual on Uniform Traffic Control Devices peak hour volume graphs (Warrant 3). A work amendment may be requested if additional signal warrants are required to be evaluated.

Site Access and On-Site Circulation

- Review site access considerations such as intersection traffic controls and lane configurations.
- If gated access is proposed, prepare a gated access queuing analysis based on County of Orange Standard Plan 1107 requirements (in the absence of a similar standard by the City of Duarte) and assess adequacy of the proposed queuing and turnaround area.

State Highway Analysis

- Analyze off-ramp queues at the following locations in accordance with Caltrans' Traffic Safety Bulletin 20-02-R1: Interim Local Development Intergovernmental Review Safety Review Practitioners Guidance (State of California, December 2020) ["LDIGR Safety Review Practitioners Guide"]:
 - I-210/I-605 off-ramps at Huntington Drive
- The queuing analysis will be based on the 95th-percentile HCM back-of-queue methodology as reported on the intersection Level of Service calculation worksheets for Existing and Existing Plus Project conditions. The queuing analysis will be performed using existing signal timing plans.
- Speed Differential Analysis [OPTIONAL]: If it is determined that the project is forecast to add two or more car lengths to ramp queues exceeding capacity, a speed differential analysis will be prepared. Freeway operating speeds will be determined using Caltrans Performance Measurement System (PeMS) data. If the speed differential exceeds 30 miles per hour, the analysis will identify safety mitigation measures such as transportation demand management programs, active transportation improvements, or potential changes to ramp terminal configurations.

Congestion Management Program (CMP) Analysis

- Prepare an assessment of the proposed project relative to the criteria for determining the need to prepare a CMP traffic impact analysis.
- If necessary, evaluate the significance of the project impact based on the Intersection Capacity Utilization methodology and CMP thresholds of significance.
- Prepare a transit impact evaluation consistent with Los Angeles County CMP guidelines.

Vehicle Miles Traveled (VMT) Screening Analysis

- Prepare a VMT screening analysis based on City-established screening criteria, including review of transit priority area, low VMT area, and project type screening criteria. Based on preliminary review, the proposed project does not appear to satisfy any of the established screening criteria; therefore, an optional task for detailed VMT modeling/analysis is provided below.

VMT Modeling/Analysis [OPTIONAL]

If it is determined that the project does not satisfy any of the established screening criteria, Ganddini Group shall prepare detailed VMT modeling/analysis consisting of the following tasks:

- Review project consistency with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) based on available data books for the region.
- Add project land uses to the Southern California Association of Governments (SCAG) regional travel demand model and perform two new model runs for base year plus project and future year plus project. The existing baseline VMT shall be estimated by interpolating between the base and future year model runs.
- Assess the significance of the project VMT impact relative to the applicable thresholds of significance.
- If necessary, identify mitigation measures to reduce any significant impacts to a less than significant level or to the extent feasible. Reduction in VMT associated with any applicable mitigation measures shall be quantified based on guidance from the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021).

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Duarte comments and make minor revisions, if necessary. The final report will be signed and stamped by a Registered Traffic Engineer in the State of California.

Assumptions and Exclusions

As the final scope of work is subject to approval by City of Duarte, a work amendment may be requested for substantial changes to the proposed scope. The scope of work excludes the following elements, which are currently not anticipated to be required:

- Freeway mainline, merge/diverge, or ramp-metering analysis
- Project phasing analysis
- Long-Range/Horizon Year analysis

Task 3.6.2 Time-and-Materials for Responses to Public Comments & Meeting Attendance [Optional]

The proposed project may or may not require additional technical support. This scope of services includes an optional, time-and-materials task for responses to comments from the general public and/or other agencies and participation in meetings/public hearings (virtual or in-person). Such tasks shall be billed based on actual hours worked in accordance with the standard compensation schedule in Attachment A. The proposed budget accounts for approximately 12 hours of senior-level support. If necessary, additional time will not be billed without prior written authorization by the Client.

Task 3.7 (Optional) Construction Health Risk Assessment

If the project design does not require construction equipment greater than 50 horsepower to meet USEPA Tier 4 certification or emissions standards, California Air Resources Board (CARB) Level 3 diesel particulate filters, or alternatively fueled (non-diesel) equipment, to determine health risk impacts from emissions of diesel particulate matter from construction activities, a refined construction HRA will be performed in accordance with the revised OEHHA Guidance. The analysis will incorporate the estimated construction emissions and dispersion modeling using the USEPA AMS/EPA Regulatory Model (AERMOD) model with meteorological data from the closest

meteorological monitoring station. AERMOD dispersion model outputs will be converted into specific cancer risks and non-cancer chronic health hazard impacts in accordance with the OEHHA Guidance. The results of the construction HRA will be incorporated into the Air Quality EIR section.

Deliverables

- Draft HRA included within the Air Quality EIR section, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final HRA included within the Final Air Quality EIR section

Assumptions

- Applicant's team will provide all project-related information necessary to analyze potential HRA impacts.

Task 3.8 (Optional) – Operational Health Risk Assessment

The northern border of the project site is located approximately 800 feet east of Interstate 605 and approximately 900 feet north of Interstate 210, both of which may be a source of health risk to future project residences. Therefore, Rincon is proposing an Operational Health Risk Assessment (HRA) to determine the potential risk for residents located within the proposed development. The assessment will consider any pollutant reduction features included in the project (such as MERV-13 filters required by Title 24). Please note that this analysis is not required under CEQA, so it will be prepared for informational purposes.

The dispersion of toxic air contaminants from Interstates 605 and 210 will be determined using the United States Environmental Protection Agency's air dispersion model, the AMS/EPA Regulatory Model (AERMOD). Chronic and carcinogenic health risk calculations will be based on the Office of Environmental Health Hazard Assessment's 2015 Risk Assessment Guidelines using HARP 2 or an in-house spreadsheet. If health risk exceeds the applicable Air District's risk and hazard threshold levels, Rincon will recommend feasible mitigation measures to reduce exposure of proposed residents. The methodology and results of the HRA will be provided in the environmental document.

Deliverables

- Draft HRA included within the Air Quality EIR section, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final HRA included within the Final Air Quality EIR section

Assumptions

- All data requests, including appropriate site plans, will be provided prior to the beginning of the analysis.
- Any remodeling required due to changes in project information after beginning of modeling will be conducted on a time and materials basis.

Task 4 Administrative Draft EIR

The Administrative Draft EIR will be prepared in accordance with the CEQA Guidelines, which set the standards for adequacy of an EIR. Specifically, the CEQA Guidelines state that:

"An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible."

Where possible, Rincon will incorporate information from existing environmental and planning documents that apply to the project and the site. As necessary, we will conduct research to augment existing information. The

Administrative Draft EIR will include the specific components described below. We assume there will be two (2) rounds of review by the City. Rincon will make revision per the City's comments to create the Draft EIR for public review and distributed per Task 5 (Draft Environmental Impact Report).

Task 4.1 Executive Summary

The Administrative Draft EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This table will include:

- A synopsis of issue-specific environmental impacts by issue area by level of significance
- Mitigation measures required for any identified significant impacts
- The residual effects after mitigation

The summary will provide a synopsis of the alternatives reviewed and their associated impacts. It will also identify the environmentally superior alternative among the alternatives evaluated. A discussion of areas of known public controversy and issues to be resolved will also be included.

Task 4.2 Introduction, Project Description and Environmental Setting

The Administrative Draft EIR will include introductory sections required by CEQA that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, scope and content of the EIR, a discussion of lead, responsible and trustee agencies, and a brief project history. The environmental setting will provide a general description of the existing geographic character of West Hollywood and the project site vicinity. The regional environmental setting will also contain a discussion of cumulative development in the area utilizing a cumulative project list developed in consultation with the City and Ganddini Group.

Task 4.3 Environmental Impact Analysis

Note that all environmental topics from CEQA Guidelines Appendix G will be discussed in the EIR unless they were able to be eliminated from further review through the Initial Study/NOP process. Each environmental topic discussion will include the following:

- Setting
- Thresholds
- Impacts analysis
- Mitigation measures for identified significant impacts
- Level of significance after mitigation

The setting for each section will describe existing conditions relevant to the given issue area based on existing data sources. Sources will include the City's General Plan elements, other relevant environmental documents prepared during the last five years, data provided by the City, and the results of reconnaissance visits to the site.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will also be discussed in this section.

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they will be indexed to and immediately follow the

numbered impact in question. We have found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow.

Mitigation measures may include design measures and programs proposed by City staff and the consultant team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval.

Subtask 4.4 Alternatives

The Administrative Draft EIR will analyze up to four (4) alternatives. These would include the CEQA-required “no project” alternative, as well as three alternative buildout schemes. We recommend finalizing the alternative descriptions after completion of most of the preliminary analysis so that we can ensure that the alternatives evaluated adequately address significant impacts of the proposed project. Rincon will work directly with City staff to identify alternatives.

Evaluation of alternatives will be in less detail than that for the proposed project, though the analysis would provide sufficient information to allow decision-makers to select a project alternative if they chose to do so. To that end, the analyses will be quantified and impacts for the alternatives will be compared to applicable thresholds of significance to make a significance determination for all issue areas and determine feasibility. The applicability of mitigation measures required for the proposed project will be discussed for each alternative and, as necessary, additional mitigation measures will be developed.

This section will also discuss alternative sites and identify the environmentally superior alternative. If the “no project” alternative is determined to be environmentally superior, the EIR will identify the environmentally superior alternative among the remaining scenarios.

Subtask 4.5 Other CEQA-Required Analyses

This section of the Administrative Draft EIR will discuss the growth-inducing effects of the proposed project. Drawing on the information provided in the regional setting and the preceding issue discussion, the growth inducing impacts analysis will address the potential for the project to directly induce population or economic growth and remove obstacles to growth in the area. Furthermore, this section will address effects not found to be significant, which will reference any environmental issue areas from the Initial Study that were found not to be significant. This section will also address significant effects which cannot be avoided and significant irreversible effects of the proposed project, including the use of non-renewable resources, changes to the environment that cannot be reversed, and any unavoidably significant impacts of the proposed project.

Deliverables

- Draft of the Administrative Draft EIR, subject to two (2) rounds of review/comments by the City, with associated revisions by Rincon
- Final version of the Draft EIR

Assumptions

- Comments from the City will not require additional analysis or substantial revisions.
- Also refer to the “Other Assumptions” section below.

Task 5 Public Review Draft EIR

This task involves the production, editorial work, and communication process to publish the Draft EIR for circulation to the public and concerned agencies, in coordination with the City. Rincon will prepare and file a Notice of Completion and Summary Form with the SCH as well as prepare the Notice of Availability (NOA). The NOA will also be submitted to the County Clerk. The NOA will include a link to the City’s website directing the recipient to a location where the Draft EIR can be reviewed.



The City will provide a link to their website in the NOA, and post the Draft EIR on their website. The City will mail the NOA to property owners adjacent to the project site. Using certified mailing, Rincon will distribute the NOA to agencies and interested parties that commented during the NOP public review period.

Deliverables

- Draft NOA, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final NOA
- Draft NOC package for SCH, subject to one (1) round of review/minor comments by the City, with associated revisions by Rincon
- Final NOC package for SCH
- Three (3) printed copies of the Public Review Draft EIR, with any technical studies made available on USB drives

Assumptions

- City will post the Draft EIR on their website.
- City will be responsible for radius mailing of the NOA to property owners adjacent to the project site.
- No more than 20 NOA copies will need to be provided by Rincon to agencies, interested parties, and Native American tribes who commented on during the NOP public review period.
- If needed, the City will publish a notice in a local newspaper informing the public where they can view the Draft EIR.

Task 6 Final EIR

The final formal stages of the EIR process involve responding to comments, public hearings, and final publication tasks. Through this process, final revisions and policy decisions concerning the project will be made. Our work effort for this task is described below.

Task 6.1 Responses to Comments

Subsequent to receipt of all public comments on the Draft EIR, Rincon will prepare formal responses. This will include a list of commenters, comment letters, responses to comments, and any added or revised text of the Draft EIR that may be necessary to prepare the Final EIR.

Rincon assumes that no more than 50 individual discrete comments will be received on the Draft EIR. Please note that even just one comment letter can contain multiple individual discrete comments. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of comments and letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. Comment letters that solely express support or opposition to the project would not count against the 50-comment estimate.

The final version of the responses to comments will be incorporated into the Final EIR. Subsequently, we will discuss any data revisions in the EIR if needed.

Task 6.2 Publication of the Final EIR

Rincon will deliver the Final EIR in electronic format to the City for website posting. Upon certification of the Final EIR and project approval, we will deliver up to five (5) printed copies of the Final EIR to City staff, with any technical studies made available on USB drives.

Task 6.3 Mitigation Monitoring and Reporting Plan

Rincon will prepare a mitigation monitoring and reporting plan (MMRP) in accordance with City requirements. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table, which will compile all of the mitigation measures developed within the body of the EIR, as well as information necessary to monitor compliance with each measure. The plan will include:

- Suggested wording as a condition of approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

Deliverables

- Draft Responses to Comments, subject to two (2) rounds of review/comments by the City, with associated revisions by Rincon
- Final version of Responses to Comments
- Draft version of the Final EIR, subject to two (2) rounds of review/comments by the City, with associated revisions by Rincon
- Final EIR
- Draft MMRP, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final MMRP
- Five (5) printed copies of the Final EIR, with any technical studies made available on USB drives

Assumptions

- No more than 50 individual discrete comments will be received on the Public Review Draft EIR.
- City will be responsible for distribution of any responses to comments and/or the Final EIR, as they deem necessary, at least 10 days prior to the public hearings.

Task 6.4 CEQA Findings

We understand that some agencies prefer to have their in-house legal counsel prepare the Findings of Fact and, if needed, the Statement of Overriding Considerations. However, these documents are included in the event that the City requests Rincon's assistance, whether to prepare entirely or assist with reviewing others' documentation. These documents would be prepared in accordance with CEQA Guidelines Sections 15091 and 15093, and in the City's preferred format.

Deliverables

- Draft Findings and Statement of Overriding Considerations, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final version of Findings and Statement of Overriding Considerations

Assumptions

- Because the level of effort for this Task is unknown at this time, we have included one lump sum amount. Should there be unanticipated complexities associated with these documents, a budget amendment may be needed.

Task 7 Public Hearings and Notice of Determination

The Management Team for Rincon (Susanne Huerta and John Moreland) will attend up to three (3) public hearings on the project to address questions on the CEQA analysis (separate from the Scoping Meeting). If sufficient budget is available, we can attend additional meetings/hearings as needed and/or send additional Rincon technical staff (depending on anticipated issues that may arise at the hearing). If a sufficient budget is not available to cover additional meetings or additional staff attendance, we can attend additional meetings/hearings on a time-and-materials basis, in accordance with our standard fees.

Rincon will be responsible for preparing and filing a Notice of Determination (NOD) along with the Notice of Completion (NOC) for the SCH (but note that the required filing fees including California Department of Fish and Game fees are not included in this proposal).

Deliverables

- Draft NOD, subject to one (1) round of review/comments by the City, with associated revisions by Rincon
- Final NOC
- Final NOD

Assumptions

- While Rincon will submit the NOD to SCH and the County Clerk, the Applicant will be responsible for payment of CDFW filing fees.

Task 8 Project Management

Rincon will provide highly responsive project management to ensure all project requirements are met efficiently and cost-effectively. Specifically, this task includes internal coordination with, and management of, our Rincon team, as well as with Ganddini Group, ensuring that all deliverables are on time, and reviewed for accuracy and high quality. Rincon's internal quality assurance/quality control processes include best management practices, as well as specific standards and procedures for Principal-level review and oversight. This task also includes coordination with the City and the applicant's design/engineering team via email and telephone conferences to discuss key points, guidance, and obtain ongoing project information needed to maintain the project schedule over the duration of document preparation. This task also includes attendance by the Planning Director (Susanne Huerta and/or John Moreland) at community outreach meetings and coordination meetings with the applicant. The Planning Director (Susanne Huerta and/or John Moreland) has included up to 30 hours of support for the project.

This task will involve attendance at monthly meetings to discuss the project and analyses for completing the technical analyses and EIR. Rincon will provide meeting minutes, when appropriate. This task also includes project management responsibilities, such as budget and schedule tracking and invoicing. One additional call per month with City, as needed, has also been included, as well as one hour a month for invoicing (clerical) time.

Assumptions

- Schedule is assumed to be roughly 16 months; however, Rincon will strive this whenever possible.
- The need for more intensive coordination may result in the need to request additional funds.

Technical Approach to Environmental Issues

As discussed under Task 2.1, Rincon will prepare a Draft Initial Study for the proposed project using the Appendix G Environmental Checklist from the CEQA Guidelines. Where an impact is not significant, the response provided

will serve as the primary record of the City's determination that the impact is not significant and may not be further evaluated in the EIR. As such, we anticipate that the EIR analysis will focus on the following issues.

- Air Quality (see Task 3.1)
- Biological Resources (see Task 3.2)
- Cultural Resources (see Task 3.4)
- GHG Emissions (see Task 3.1)
- Geology/Soils
- Land Use and Planning
- Noise (see Task 3.4)
- Transportation (see Task 3.6)
- Tribal Cultural Resources (see Task 3.3)
- Utilities/Service Systems

The following are the approaches to issues areas that are not address under the Task 3 technical analyses:

Geology/Soils

Based on recent experience with analyses for the City, we do not anticipate potentially significant impacts associated with geologic hazards, including fault rupture, ground shaking, land sliding, liquefaction/slope stability, erosion, and subsidence. Therefore, we anticipated that this section will primarily evaluate potential impacts related to paleontological resources based on the scope discussed under Task 3.5. If necessary, the analysis will include recommended measures to avoid, minimize, or mitigate potentially significant project impacts to paleontological resources.

Land Use and Planning

This section of the EIR will examine land use policy issues, including an objective discussion of whether the proposed project is consistent with existing City policy documents and regional plans and policies, such as the Duarte General Plan and SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

Utilities/Service Systems

The EIR will evaluate the impacts to water, wastewater, electricity, and solid waste systems serving the site through the contact of service providers and analysis of capacity of each of these. Storm drain system impacts will be addressed under Hydrology and Water Quality. Water demand and wastewater and solid waste generation will be calculated based on factors from CalEEMod and compared to available system capacities. Rincon will also work with other City departments, including the Public Works and Engineering Department, to assess the potential impacts. This analysis will include an evaluation of water supply, which will be based on the California American Water – Los Angeles County District 2020 Urban Water Management Plan, and other readily available sources.

Other Assumptions

In developing this scope of work, the following additional assumptions have been included separately here, as they apply to one or more tasks above.

- Timely and safe access will be provided to Rincon by the City or applicant's team for required fieldwork.
- No printed copies of draft documents will be provided, other than three (3) printed copies of the Public Review Draft EIR for the City's use. Specific to the Final EIR, Rincon will provide five (5) printed copies with the supporting technical studies made available on USB drives.
- All draft documents are subject to one (1) or two (2) rounds of review/comments by the City, depending on what is described for each task above. If the applicant's team is given an opportunity to review, their comments will be consolidated into one set of comments with the City's comments.
- To maintain cost efficiency, any comments from City that are being provided by multiple City departments (i.e., more than one person or department) will be consolidated into one comprehensive set of comments for each round of review.
- Comments from the City will be provided as track changes directly in the electronic Word documents submitted to them for review.

- To maintain momentum in the project schedule and provide cost efficiency, we assume comments during any second round of review will focus on new content only, and any new comments will be minimal.
- Addressing comments on deliverables will not require additional or new analysis nor additional field investigations.
- Hard copies will not be provided to libraries. However, if needed, USB drives can be provided.
- Scope does not include accessibility remediation services pursuant to the Americans with Disabilities Act (ADA). Should the City want more information regarding accessibility remediation services, we can provide various options and associated costs and provide this service under a budget amendment.
- While Rincon will maintain organized documentation and a list of references that support the CEQA analyses, in the event of legal challenge, this scope of work does not include building a comprehensive Administrative Record. Should the need for a comprehensive Administrative Record arise, at the City's request, this could be provided under a separate scope and budget amendment.

Schedule Assumptions

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the following table, Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 24 weeks or six (6) months from the kickoff meeting and the EIR process to be concluded within approximately 10-12 months. This schedule assumes some overlap between preparation of technical supporting studies (i.e., Tasks 2 through 8), and Initial Study, and with a two-week period for each round of City review on all documents. Rincon will work with the City to update the schedule during the kickoff meeting based on the latest project information and status.

Milestone ¹	Schedule ²
Project Initiation	1 week
EIR Scoping	
Project Description	3 weeks
Initial Study (assumes one round of City review)	8 weeks
NOP (30-day comment period)	4-week comment period
Scoping Meeting	2 weeks from start of comment period
Technical Analyses	10-12 weeks
Administrative Draft EIR (assumes two rounds of City review)	12-16 weeks
Public Review Draft EIR (45-day comment period)	8 weeks from submittal of Administrative Draft EIR 6-week comment period
Final EIR	
Responses to Comments Matrix/Administrative Draft Final EIR	2-3 weeks from receipt of all comments
Response to Comments/Final EIR including MMRP and CEQA Findings (assumes two rounds of City review)	8 weeks from end of comment period
Public Hearings and Notice of Determination	To be determined
Project Management (includes regularly scheduled meetings)	Ongoing throughout project

¹ Schedule milestones assume that receipt of project data needed from the applicant to support the CEQA analysis, as well as City reviews/comments, will be provided in a timely manner.

² Schedule is the time from the authorization to proceed unless noted otherwise.



Cost Estimate

	Labor Budget	Direct Expenses	Total Budget
Task 1: Project Initiation	3,633.00	0.00	3,633.00
	3,633.00	0.00	3,633.00
Task 2: Initial Study and NOP	23,287.00	570.00	23,857.00
Task 2.1: Project Description	4,413.00	0.00	4,413.00
Task 2.2: Initial Study	12,460.00	0.00	12,460.00
Task 2.3: IS-NOP Circulation	2,289.00	530.00	2,819.00
Task 2.4: Scoping Meeting	4,125.00	40.00	4,165.00
Task 3: Technical Analyses	76,536.00	38,184.00	114,720.00
Task 3.1: Air Quality/GHG	10,732.00	0.00	10,732.00
Task 3.2: Biological Resources	5,677.00	0.00	5,677.00
Task 3.3: Cultural Resources	19,192.00	948.00	20,140.00
Task 3.4: Noise Analysis	11,437.00	0.00	11,437.00
Task 3.5: Paleontological Resources	3,723.00	348.00	4,071.00
Task 3.6: Transportation	0.00	36,888.00	36,888.00
Task 3.7: (Optional) Construction HRA	10,792.00	0.00	10,792.00
Task 3.8: (Optional) Operational HRA	14,983.00	0.00	14,983.00
Task 4: Administrative Draft EIR	84,288.00	0.00	84,288.00
Task 4.1: Executive Summary	2,970.00	0.00	2,970.00
Task 4.2: Introduction Sections and Project Description	6,149.00	0.00	6,149.00
Task 4.3: Environmental Analysis	57,783.00	0.00	57,783.00
Task 4.4: Alternatives	13,749.00	0.00	13,749.00
Task 4.5: Other CEQA-Required Analyses	3,637.00	0.00	3,637.00
Task 5: Public Review Draft EIR	20,324.00	674.00	20,998.00
	20,324.00	674.00	20,998.00
Task 6: Final EIR	32,037.00	416.00	32,453.00
Task 6.1: Responses to Comments	14,656.00	0.00	14,656.00
Task 6.2: Publication of Final EIR	8,326.00	416.00	8,742.00
Task 6.3: MMRP	3,404.00	0.00	3,404.00
Task 6.4: CEQA Findings	5,651.00	0.00	5,651.00
Task 7: Hearing Attendance and NOD	16,846.00	180.00	17,026.00
	16,846.00	180.00	17,026.00
Task 8: Project Management	22,248.00	150.00	22,398.00
	22,248.00	150.00	22,398.00
Project Total	279,199.00	40,174.00	319,373.00



Direct Expenses Summary	Amount
	928.00
Postage, Shipping, Delivery	406.00
Printing & Production	1,200.00
Record Search	348.00
Travel - Mileage	404.00
Transportation Planning or Engineering	36,888.00
Direct Expenses Subtotal	40,174.00

Rincon will prepare the EIR for the proposed project, in accordance with our proposed scope of services, for an estimated cost of **\$319,373**, which includes Ganddini Group's cost estimate of \$31,800 (the total with the subconsultant markup is \$36,888). The cost table provides a breakdown by subtask. Please note, this total includes Optional Tasks 3.7 (Construction Health Risk Assessment) and 3.8 (Operational Health Risk Assessment). Refer to Attachment for Rincon's 2024 Fee Schedule.

The proposed scope of services and associated costs are negotiable to meet the needs of the City. The cost estimate is applicable for 60 days. Additional work, not included within our proposed work program, will be completed only upon written City authorization in accordance with our standard fee schedule. This offer for professional services will remain in effect for a period of 60 days from the date of this proposal.

We are confident that the Rincon team will meet the needs of the City, and we welcome an opportunity to meet with you to further discuss our qualifications. Please do not hesitate to contact us if you have questions about our proposal or need additional information.

Sincerely,

Rincon Consultants, Inc.

Susanne Huerta, AICP | Director, Environmental Planning

shuerta@rinconconsultants.com

John Moreland, AICP | Director, Community Planning

jmoreland@rinconconsultants.com

Attachment A: Ganddini Group Consulting Services Proposal

Attachment B: Rincon 2024 Fee Schedule



Attachment A: Ganddini Group Consulting Services Proposal



May 30, 2024

Ms. Susanne Huerta
RINCON CONSULTANTS, INC.
180 North Ashwood Avenue
Ventura, California 93003

RE: Consulting Services Proposal for the 1433 Crestfield Residential Project
Proposal No. p20326

Dear Ms. Huerta:

Ganddini Group, Inc. is pleased to submit this proposal to provide consulting services for the 1433 Crestfield Residential project in the City of Duarte. This proposal contains a scope of services and budget based on the information provided by RINCON CONSULTANTS, INC. (Client) and our understanding of the requirements for the project.

PROJECT UNDERSTANDING

The project site is located at 1433 Crestfield Drive in the City of Duarte, California. The project site is currently developed with a former elementary school. The proposed project involves demolition of the existing structures and construction of 169 residential dwelling units.

SCOPE OF SERVICES

Task 1 Transportation Impact Analysis

Ganddini Group shall prepare a transportation impact analysis for the proposed project consisting of the following tasks:

Scoping Agreement

- Calculate the weekday AM/PM peak hour and daily project trip generation (including existing and net new trips, if applicable) based on average trip generation rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (11th Edition, 2021).
- Prepare a scoping agreement for review/approval by City of Duarte staff. The scoping agreement shall outline the fundamental assumptions of the analysis, such as the proposed study area, trip generation/distribution, analytical methodologies, and any specific requirements for the project. This scope of work assumes the study will require analysis of up to **eight (8) study intersections** (including project driveways). Should additional study locations be identified during the scoping process, a work amendment may be requested.

Operational/Level of Service Analysis

Existing Conditions & Data Collection

- Document existing vehicular and non-automobile transportation facilities serving the study area, including study intersection traffic control devices, study intersection lane configurations, transit routes/services, and bicycle and pedestrian facilities.
- Obtain new intersection turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) during the peak commute periods (7:00 - 9:00 AM and 4:00 - 6:00 PM).

Traffic Volume Forecasts

- Research information for other pending/approved development projects from the City of Duarte (and neighboring jurisdictions, if necessary) and assign other development trips to the study area. If the other development list substantially exceeds 25 projects, a work amendment may be requested.
- Develop weekday AM/PM peak hour traffic volume forecasts for the following analysis scenarios:
 - Existing Conditions
 - Existing Plus Project
 - Opening Year Without Project
 - Opening Year With Project
- Opening Year traffic volume forecasts will be developed based on the buildup methodology by adding ambient growth, other development trips, and project trips to existing traffic volumes.

Level of Service/General Plan Consistency Analysis

- Analyze study intersection Levels of Service for the above-specified analysis scenarios based on the Intersection Capacity Utilization (ICU) methodology for signalized intersections and Highway Capacity Manual (7th Edition) intersection delay methodology for unsignalized intersections in accordance with parameters and guidelines established by the City of Duarte.
- Assess project impacts and identify improvements or corrective measures necessary to maintain the performance standards established by the City of Duarte and/or other applicable local jurisdictions. If necessary, calculate the project's share of new traffic added to study intersections or roadway segments for which improvements have been identified.
- If necessary, assess the need for installation of a traffic signal at unsignalized study intersections operating at deficient Levels of Service based on the California Manual on Uniform Traffic Control Devices peak hour volume graphs (Warrant 3). A work amendment may be requested if additional signal warrants are required to be evaluated.

Site Access and On-Site Circulation

- Review site access considerations such as intersection traffic controls and lane configurations.

- If gated access is proposed, prepare a gated access queuing analysis based on County of Orange Standard Plan 1107 requirements (in the absence of a similar standard by the City of Duarte) and assess adequacy of the proposed queuing and turnaround area.

State Highway Analysis

- Analyze off-ramp queues at the following locations in accordance with Caltrans' *Traffic Safety Bulletin 20-02-R1: Interim Local Development Intergovernmental Review Safety Review Practitioners Guidance* (State of California, December 2020) ["LDIGR Safety Review Practitioners Guide"]:
 - I-210/I-605 off-ramps at Huntington Drive
- The queuing analysis will be based on the 95th-percentile HCM back-of-queue methodology as reported on the intersection Level of Service calculation worksheets for Existing and Existing Plus Project conditions. The queuing analysis will be performed using existing signal timing plans.
- *Speed Differential Analysis [OPTIONAL]*: If it is determined that the project is forecast to add two or more car lengths to ramp queues exceeding capacity, a speed differential analysis will be prepared. Freeway operating speeds will be determined using Caltrans Performance Measurement System (PeMS) data. If the speed differential exceeds 30 miles per hour, the analysis will identify safety mitigation measures such as transportation demand management programs, active transportation improvements, or potential changes to ramp terminal configurations.

Congestion Management Program (CMP) Analysis

- Prepare an assessment of the proposed project relative to the criteria for determining the need to prepare a CMP traffic impact analysis.
- If necessary, evaluate the significance of the project impact based on the Intersection Capacity Utilization methodology and CMP thresholds of significance.
- Prepare a transit impact evaluation consistent with Los Angeles County CMP guidelines.

Vehicle Miles Traveled (VMT) Screening Analysis

- Prepare a VMT screening analysis based on City-established screening criteria, including review of transit priority area, low VMT area, and project type screening criteria. Based on preliminary review, the proposed project does not appear to satisfy any of the established screening criteria; therefore, an optional task for detailed VMT modeling/analysis is provided below.

VMT Modeling/Analysis [OPTIONAL]

If it is determined that the project does not satisfy any of the established screening criteria, Ganddini Group shall prepare detailed VMT modeling/analysis consisting of the following tasks:

- Review project consistency with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) based on available data books for the region.

- Add project land uses to the Southern California Association of Governments (SCAG) regional travel demand model and perform two new model runs for base year plus project and future year plus project. The existing baseline VMT shall be estimated by interpolating between the base and future year model runs.
- Assess the significance of the project VMT impact relative to the applicable thresholds of significance.
- If necessary, identify mitigation measures to reduce any significant impacts to a less than significant level or to the extent feasible. Reduction in VMT associated with any applicable mitigation measures shall be quantified based on guidance from the California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (December 2021).

Technical Report

- Prepare a technical report that incorporates the methodology, findings, and all supporting calculations and assumptions. Review one compiled set of City of Duarte comments and make minor revisions, if necessary. The final report will be signed and stamped by a Registered Traffic Engineer in the State of California.

Assumptions and Exclusions

As the final scope of work is subject to approval by City of Duarte, a work amendment may be requested for substantial changes to the proposed scope. The scope of work excludes the following elements, which are currently not anticipated to be required:

- Freeway mainline, merge/diverge, or ramp-metering analysis
- Project phasing analysis
- Long-Range/Horizon Year analysis

Task 2 Time-and-Materials for Responses to Public Comments & Meeting Attendance [Optional]

The proposed project may or may not require additional technical support. This scope of services includes an optional, time-and-materials task for responses to comments from the general public and/or other agencies and participation in meetings/public hearings (virtual or in-person). Such tasks shall be billed based on actual hours worked in accordance with the standard compensation schedule in Attachment A. The proposed budget accounts for approximately 12 hours of senior-level support. If necessary, additional time will not be billed without prior written authorization by the Client.

SCHEDULE & DELIVERABLES

The technical report(s) will be delivered to the Client in electronic format (PDF); the Client shall be responsible for submittal to applicable agencies. The following represents an estimated schedule from the date of authorization subject to timely receipt of data essential for preparation of the study (e.g., final project description/site plan, scoping agreement approval, traffic count data, etc.):

- Transportation Impact Analysis 8 weeks

Ganddini Group is not liable for any delays resulting from circumstances beyond our control, including but not limited to project redesign, changes in public policy, delays in scoping approval, school break/holiday

Ms. Susanne Huerta
RINCON CONSULTANTS, INC.
May 30, 2024

schedules, illness, equipment malfunction, inclement weather, employee departure, which shall extend the time schedule. If such a delay occurs, the Client shall be informed of the revised project schedule.

This proposal assumes the scope of services will be completed within six (6) months from the date of authorization to proceed. After six (6) months, Ganddini Group reserves the right to request an amendment and/or terminate the agreement, and invoice all costs incurred, including but not limited to inflationary costs, hours worked, or direct costs.

PROFESSIONAL FEE

The scope of services outlined herein shall be performed for a not-to-exceed fee of **\$31,800.00** based on the following breakdown:

Task 1	Transportation Impact Analysis	\$	21,400
	Speed Differential Analysis [OPTIONAL]	\$	1,800
	VMT Modeling/Analysis [OPTIONAL]	\$	6,200
Task 2	T&M for Responses to Comments & Meetings [OPTIONAL]	\$	2,400
Total (with Optional Tasks)		\$	31,800

The fee does not include permit/review fees that may or may not be required by approving agencies. Invoices shall be submitted on a percent complete basis, unless otherwise noted as time-and-materials (T&M).

ADDITIONAL SERVICES

Additional work items outside the Scope of Services outlined above may or may not be required in support of the project review process. If necessary, a work amendment outlining the additional scope, fee, and revised schedule will be submitted to the Client for authorization prior to commencement of additional work. Additional services that may require a work amendment include, but are not limited to:

- Preparation of conceptual roadway improvement plans.
- Revisions based on changes to the project design, land use, quantity, or site plan layout.
- Revisions based on comments that contradict agency scoping input.

LIABILITY

Ganddini Group, Inc. carries both general and professional liability and worker's compensation insurance. The Client agrees to limit Ganddini Group's liability to the Client and to all contractors and subcontractors on the project due to Ganddini Group's negligent acts, errors, or omissions, such that the total aggregate liability of Ganddini Group to all those named shall not exceed \$50,000 or the total fee for services rendered on this project, whichever is greater.

CONCLUSION

This letter can serve as a memorandum of agreement between RINCON CONSULTANTS, INC. (Client) and GANDDINI GROUP, INC. (Consultant). If you wish to proceed, please sign the authorization below and return a copy for our records. This proposal is valid for 60 days from the date of this letter.

Ms. Susanne Huerta
RINCON CONSULTANTS, INC.
May 30, 2024

We look forward to serving you on this project. Should you have any questions, please contact me at (714) 795-3100 ext. 101.

Respectfully submitted,
GANDDINI GROUP, INC.



Giancarlo Ganddini, PE, PTP
Principal
California Registration TR 2663

AUTHORIZATION

Accepted as outlined above for a not-to-exceed fee of \$31,800.00, including terms and conditions in Attachment A.

Signature

Name/Title

Date

RINCON CONSULTANTS, INC.
Firm/Financially Responsible Party

ATTACHMENT A

FEE SCHEDULE /
TERMS & CONDITIONS



FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 190
Director/Vice President.....	\$ 175
Senior Engineer/Planner.....	\$ 155
Engineer/Planner	\$ 120
Junior Engineer/Planner	\$ 90
Senior Technician.....	\$ 85
Technician	\$ 52
Administrative Assistant	\$ 52

Effective through December 31, 2024. Mileage shall be billed at the IRS standard mileage rate for business travel at the time the expense is incurred.

TERMS & CONDITIONS

1. Hourly rates apply to work time as well as travel time and waiting time associated with meetings and public hearings. Meeting attendance after normal business hours (i.e., outside of Monday through Friday from 8:00 AM to 5:00 PM) may be billed at 125% of the standard hourly rate.
2. Invoices are due upon receipt and will be submitted monthly for work in progress based on percentage complete and/or upon completion of work. Invoices will be submitted electronically to the e-mail address(es) on record unless otherwise instructed and may be paid by check or ACH transfer. Any invoice unpaid after 30 days shall be subject to a service charge of the maximum interest rate allowed by law.
3. Client agrees that the balance in a billing statement is correct and binding unless the Client notifies Ganddini Group, Inc. in writing within fifteen days of the date of billing of the alleged incorrect item.
4. All documents and electronic files prepared by Ganddini Group, Inc. are Instruments of Service for use solely with respect to this project. Ganddini Group, Inc. shall be deemed author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to Ganddini Group, Inc.
5. Ganddini Group, Inc. will provide services in an objective, professional manner, and may not arrive at the findings desired by the Client. Ganddini Group, Inc. will provide its services using the level of care and skill ordinarily exercised by reputable members of its profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made or intended.
6. The services rendered under this proposal may be terminated, with or without cause, by either party at any time by written notice. Upon termination, Ganddini Group will stop all work associated with this agreement and prepare an invoice for any unbilled work completed prior to the stop work notice.
7. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Where Ganddini Group, Inc. initiates arbitration proceedings relating to this agreement, any resultant fees to process arbitration, such as filing fees and attorney fees, shall be borne by the Client.
9. If any term, condition, or provision of this agreement is declared void, unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

Attachment B: Rincon 2024 Fee Schedule



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

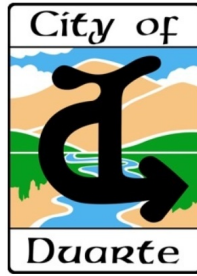
Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2024



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbles, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person



ITEM: 11.I

Contract with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan

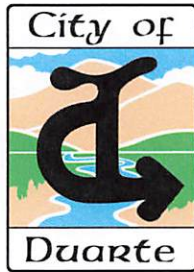
Recommended Action:

1) Authorize the City Manager to sign a professional services agreement with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan; and 2) a General Fund budget amendment to account number 1405-7965 of \$20,500 a General Fund budget amendment to account number 1405-7965 of \$20,500.

Attachments:

[11.I - Staff Report - Contract with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan .pdf](#)

[11.I - Proposed Professional Services Agreement with attached proposal.pdf](#)



AGENDA REPORT

MEETING DATE: July 9, 2024

TO: Mayor and Members of the City Council

FROM: Jason Golding, Planning Division Manager

SUBJECT: Contract with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan

RECOMMENDATION: It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan; and 2) a General Fund budget amendment to account number 1405-7965 of \$20,500

FISCAL IMPACT: The 2024-2025 budget appropriated \$40,000 for this project. Based upon the actual proposal, plus contingency, the total costs are expected to be \$60,500. Staff is recommending a \$20,500 budget amendment from the General Fund (Account # 1405-7965).

BACKGROUND

Federal regulations require public jurisdictions to maintain a FEMA-approved Local Hazard Mitigation Plan (LHMP) in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for LHMPs to qualify for other types of post-disaster funding.

Hazard mitigation planning has been at the very core of “recovery planning” for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities include projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards.

The City prepared and adopted its first LHMP in 2004. The LHMP was subsequently updated in 2014, and most recently updated in 2020, and contained new components, including a local brush clearance plan and focused geotechnical studies related to seismic zones within the City. The preparation of the LHMP is required every five (5) years and involves public outreach and a collaborative partnership between the consultant and the Local Planning Team, which is made up of representatives from all City Departments and affected local agencies. Emergency Planning Consultants was our consultant for the preparation and approval of our last LHMP. We have been informed by CalOES that our LHMP is set to expire in June 2025.

DISCUSSION/ANALYSIS

Emergency Planning Consultants (EPC) is a woman-owned business based out of San Diego. EPC specializes in the preparation of hazard mitigation plans, along with other related emergency management activities, and has done so since 1984. Carolyn Harshman, President of EPC, has written over 150 FEMA-approved hazard mitigation plans and has worked with a variety of adjacent cities in the creation and updating of their LHMP's. Beyond their expertise in the subject matter and familiarity in working with both local public safety and Federal and State emergency planning agencies, EPC produced our last FEMA-approved LHMP and did so at a much-reduced cost compared to other consultants. Since EPC deals almost exclusively with the preparation of LHMP's, they employ a streamlined process that aims to complete the City and local agencies portion of the process in only a few months. Our previous experience with EPC was very good. They were knowledgeable, responsive, and timely. Due to our history, the rapport between EPC and the City Planning Team already exists and will lead to efficiencies in this process.

As of April 2023, FEMA has updated the requirements and process related to LHMP approval. Without providing updates to the originating legislation, FEMA instead has published guidelines and has amended the FEMA Plan Review Tool which is used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. EPC has already integrated the new guidelines identified in the Local Mitigation Planning Policy Guide and the companion updated FEMA Plan Review Tool to coincide with the new Guide. Furthermore, EPC is well prepared to integrate new far-reaching public outreach requirements mandated by FEMA, and is ready to engage in this phase of the preparation process immediately after our contract is approved. Even with this experience and familiarity, the updated FEMA requirements have delayed the review process and it is taking FEMA/CalOES several months to review submitted LHMP's.

The proposed contract amount is \$55,000. While this amount should cover all necessary work, Staff recommends that a 10% contingency (\$5,500) be added to address any necessary additional work and support for the City Planning Team.

RECOMMENDATION

It is recommended that the City Council: 1) authorize the City Manager to sign a professional services agreement with Emergency Planning Consultants to prepare an update to the Local Hazard Mitigation Plan; and 2) a General Fund budget amendment to account number 1405-7965 of \$20,500.

FISCAL IMPACT

The 2024-2025 budget appropriated \$40,000 for this project. Based upon the actual proposal, plus contingency, the total costs are expected to be \$60,500. Staff is recommending a \$20,500 budget amendment from the General Fund (Account # 1405-7965).

ATTACHMENTS

Proposed Professional Services Agreement with attached proposal.

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of July 10, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Emergency Planning Consultants, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide local hazard mitigation planning and other emergency planning consultant services as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 31, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

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

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 8, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing

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

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed Fifty Five Thousand Dollars (\$55,000), based on the Scope of Services set forth in Exhibit A. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 5, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

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

If to Consultant: Emergency Planning Consultants
Attn: Carolyn Harshman, CEM
3665 Ethan Allen Avenue
San Diego, CA 92117

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Emergency Planning Consultants

Brian Villalobos, City Manager

Date: _____

By: _____



Its: _____

President _____

Date: _____ June 27,
2024 _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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



May 3, 2024

This proposal from Emergency Planning Consultants (EPC) responds to a request from Planning Division Manager Jason Golding to update the City of Duarte's 2020 Local Hazard Mitigation Plan (LHMP). It has been my honor to have written more than 150 FEMA-approved hazard mitigation plans. Most importantly, EPC authored Duarte's 2020 LHMP as well as many others in the vicinity including Los Angeles County, City of Sierra Madre, City of Monterey Park, and City of Rosemead.

Hazard mitigation planning has been at the very core of "recovery planning" for decades but the Disaster Mitigation Act of 2000 elevated the importance of developing pre-disaster mitigation activities. Mitigation activities include projects, programs, and plans that assist with minimizing or eliminating threats associated with hazards. Since the passage of DMA 2000 there have been numerous case studies proving that the steps taken ahead to minimize and/or eliminate risks have greatly reduced damage and loss of life. Like wearing a seat belt in a car, mitigation has revolutionized disaster outcomes. Whether thought of as "insurance" or a "good investment", there is no doubt that mitigation is the right thing to do. If that's not enough incentive, federal regulations require public jurisdictions to maintain a FEMA-approved LHMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds. Additionally, recently there has been considerable discussion among other federal agencies about the future need for LHMPs to qualify for other types of post-disaster funding.

EPC maintains the outstanding qualifications required to conduct hazard research and mapping, facilitate a robust planning process, actively encourage public involvement, negotiate with the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) during the formal review process, and garner adoption by the City Council. EPC President Carolyn Harshman has enjoyed two careers: City Planning and Emergency Management. Both careers required continued improvement in professional skills of research, data collection, mapping, stakeholder involvement and community outreach, technical writing, public speaking, training design and delivery.

Without a doubt, Emergency Planning Consultants is the subject matter expert in the field of hazard mitigation in California having written the most FEMA-approved plans.

Carolyn J. Harshman is the sole proprietor of the woman-owned business known as Emergency Planning Consultants. The DBA (Doing Business As) is maintained through the County of San Diego, California.

This proposal is valid for a period of one year and is signed by the sole proprietor of Emergency Planning Consultants.

Respectfully,



Carolyn J. Harshman, CEM
President
Emergency Planning Consultants
3665 Ethan Allen Avenue
San Diego, CA 92117
Cell: 858-922-6964
epc@pacbell.net
www.carolynharshman.com

Firm's Qualifications

The EPC Team selected for this project is the perfect balance of subject matter history, expertise, background, and local knowledge.



Name: Carolyn J. Harshman, CEM

Education: Master of Public Administration

Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association

Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the sole proprietor Owner and President of Emergency Planning

Consultants and will serve as the EPC Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the EPC Project Manager to the City Project Manager and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City Project Manager including budget and work progress. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating in all Planning Team meetings, community outreach activities, and the City Council meeting. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and work products with the EPC Support Team, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Support Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Disaster Preparedness. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans (now known as Emergency Operations Plans) and providing training. In 1997, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot course deliveries for the Comprehensive Preparedness Guide (CPG) 101. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals.

Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy as well as FEMA's first cohort of the Vanguard Crisis Leadership Fellows Program. Ms. Harshman is an active leader in the six thousand member International Association of Emergency Managers, serving as Chair of the Conference Committee, Chair of the Leadership Symposium, Chair of the Membership & Marketing Committee, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories), Second Vice President of IAEM-USA, First Vice President of IAEM-USA, 2021-2022 President of IAEM-USA and 2022-2023 Immediate Past President of IAEM-USA.

EPC Support Team



Name: Jill N. Caputi, CEM

Education: Master of Science – Emergency Management

Jill Caputi is a part-time EPC independent contractor serving as a Lead Research and Mapping Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. Since 2023, Jill has assisted with the preparation of local hazard mitigation plans for the Public Water Agencies Group, Town of Yucca Valley, City of La Puente, City of Hermosa Beach, and Rubidoux Community Services District.

Communications Approach

As identified below the EPC Project Manager and EPC Support Team communicate at least once each week and any other time as needed. The EPC Project Manager will communicate with the City's Point of Contact on a monthly basis or more frequently as necessary. The majority of the communication will be with the full Planning Team while special requests for resources (mapping, data, documents) will go to the City's Point of Contact. The preferred method of communication is email in order for the EPC Project Manager to maintain documentation of all conversations. Planning Team meetings will be conducted over EPC's Zoom account.

Quality Assurance / Quality Control Approach

As identified in the detailed project approach and schedule later in the proposal, EPC Project Manager Carolyn Harshman will have eyes on the project at all times including facilitating each of the Planning Team meetings, the Community Outreach activities, as well as Planning Commission and City Council meetings. She will also be the sole contact for the City's Point of Contact and will lead the EPC Support Team through daily communications. Her most important role will be as the Principal Planner as she weaves the work of the EPC Support Team and Planning Team's contributions into the plan's writing.

Experience and Approach

Emergency Planning Consultants (EPC) will draw valuable content from the Local Hazard Mitigation Plans from nearby jurisdictions including their mitigation strategy actions, plan goals, and hazard history.

A FEMA-approved LHMP will provide the City with eligibility to compete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. Additionally, FEMA new BRIC program (Building Resilient Infrastructure and Communities) is an annual source of mitigation funds available to jurisdictions with FEMA-approved mitigation plans.

The intent of the federal government's Disaster Mitigation Act of 2000 (DMA 2000) is three-fold:

- a) To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning.
- b) To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical.
- c) To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a "checklist" for use by the State and Federal reviewers. The Region IX Local Mitigation Plan Review Tool (PRT) includes the following tasks:

- Element A: Planning Process
- Element B: Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Maintenance
- Element E: Plan Update
- Element F: Plan Adoption

The project approach and plan writing will definitely integrate the new guidelines identified in Local Mitigation Planning Policy Guide that became effective on April 19, 2023. FEMA has also released an updated FEMA Plan Review Tool to coincide with the new Guide.

Preparation of a mitigation plan incorporates all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of "interpretations" by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines and has amended the FEMA Plan Review Tool which is used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. The State of California and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes.

Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and "interpretations" so goes into the review process as aligned as possible. All said, the key to an efficient and successful review is to be absolutely certain that every required component is clearly indicated in the plan.

EPC accomplishes this through the use of “milestones” throughout the plan indicating the exact FEMA Plan Review Tool reference.

Nothing can replace EPC’s years of experience and track record at facilitating and writing FEMA-approved Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team meetings, community outreach, facilitating the formal review, and participating in the adoption meeting. EPC prides itself on working closely with the City’s Point of Contact to bend and adjust to the content, format, and scheduling needs.

EPC methodology is based on a dedication to continuous learning and improvement. Every mitigation plan is a mix of the community profile and hazards. This is balanced with the federal regulations and planning directives from the State of California. As each EPC mitigation plan is written it is tempered by lessons learned about hazards and recent interpretations by the Cal OES and FEMA reviewers. To ensure compliance with the federal regulations, the plan will include “milestones” indicating the location of required content. The project objectives will be met by following EPC rigid process of data collection, hazard research, meeting management, and mastery of the regulations guiding the development of hazard mitigation plans.

Although the plan’s approval is certainly the goal, the focus on the project approach is to create a planning process that will imprint and motivate the Planning Team throughout the implementation phase. EPC takes great pride in building a culture of awareness regarding hazard mitigation.

Phase One – Planning Process

The project will be supported by the involvement of three groups: 1) Planning Team (FEMA refers to the Planning Team as the “planning participant”), 2) Stakeholders including external agencies including community lifelines (utilities), underserved communities, and socially vulnerable populations, and 3) the Public. The purpose and commitments are delineated below.

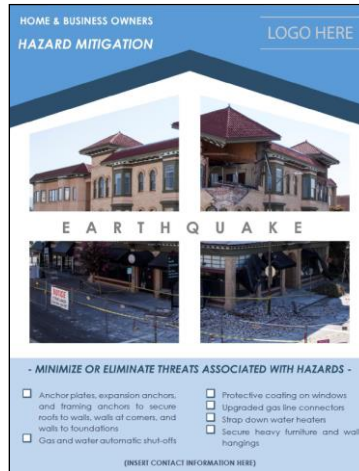
- **Public and Stakeholder Involvement** will be the backbone of the Community Outreach portion of the project and the options for involving the public even before the first Planning Team meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the plan during the “planning process”. In compliance with the 2023 FEMA guidance, a deliberate effort will be made to identify and involve underserved communities and socially vulnerable populations.
- The initial outreach will be coordinated between EPC and the City’s Point of Contact. EPC maintains materials that can be customized for the City of Duarte for use in social media, City’s website, and other public forums. These materials include a Hazard Mitigation Overview PowerPoint and Video that can be delivered either live or online. Also, a Hazard Mitigation Survey examining hazard concerns and levels of preparedness. Data on participation and input will be shared with the Planning Team and incorporated into the Draft Plan.
- Equally important is the desire for a deliberate effort to be made to identify and involve underserved communities and socially vulnerable populations.
- Most importance is the need for the Planning Team to fully utilize internal resources to distribute information about the hazard mitigation planning project. The City maintains commissions, committees, and boards that meet on a regular basis with time dedicated to announcements. These public forums will be perfect venues for distributing

information to a broad range of individuals interested in the resilience of the City of Duarte. Even better, the 10-minute Hazard Mitigation Overview Video could be shown during these public forums with the QR Code and Surveys available.

- Once the First Draft Plan is available, it will be presented to the City's Planning Commission. EPC will present the Draft Plan and encourage questions and participation from the Commissioners as well as the audience. The event will be announced as a public forum.

Home and Business Mitigation will be encouraged with EPC community outreach tools:

- Distribution a range of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).



- FEMA requires community outreach activities as soon as the project begins and well in advance of making the First Draft Plan available to the public and stakeholders. The outreach activities will range from social media postings, to notifications to the City's commissions, committees, boards, and stakeholders (external agencies, underserved communities, and socially vulnerable populations). Other activities will include posting a hazard mitigation planning overview video and survey on the City's website that will help the Planning Team better understand the capabilities and concerns of the overall population.
- Once gathered information is shared with the Planning Team, EPC will facilitate preparation of an Initial Draft Plan. Following the Team's review of the Initial Draft Plan, their input will be integrated into the First Draft Plan and announced to the public and stakeholders utilizing the website, social media, and other mediums. Stakeholders including external agencies, service providers to underserved communities and socially vulnerable populations will be invited to provide input to the First Draft Plan via mail or email including a link to the posted First Draft Plan. Next, all information gathered will be addressed and included in a Second Draft Plan that will be submitted to Cal OES and FEMA for formal review.

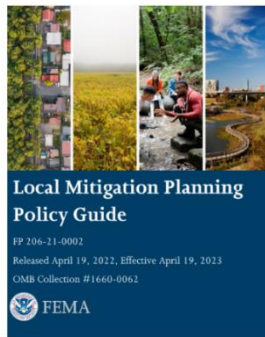
- **Planning Team**

EPC looks forward to working with the departments represented during the 2020 LHMP planning process including the Planning, Public Works, and Public Safety. EPC also recommends representation from engineering and/or building inspection staff since they represent regulatory agencies as required by FEMA. Additionally, due to the new emphasis on outreach to underserved communities and socially vulnerable populations, EPC recommends representation from the department tending to the social service needs of the community. As participants are selected for the Team, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure.

EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the five meetings which will be delivered virtually. EPC maintains a Zoom account. Should the City choose a different medium for conducting meetings, EPC will accommodate those requests.

- **Planning Team Meeting #1** (2 hours)
 - The purpose of the first meeting is to provide a general overview of the project, review and update plan goals, review project timeline, gather pertinent documents, review the concepts and standards contained in the 2023 FEMA Local Mitigation Planning Policy Guide and updated FEMA Plan Review Tool, and discuss the community outreach approach and information gathered to date.
- **Planning Team Meeting #2** (2 hours)
 - The purpose of the second meeting is to update the 2020 hazard assessment, identify hazard priorities, and review the HAZUS maps and reports. Also, the capability assessment will be reviewed and missing information gathered.
- **Planning Team Meeting #3** (2 hours)
 - The purpose of the third meeting is to begin work on the status of the 2020 Mitigation Strategy. This will involve gathering information on each of the mitigation action items.
- **Planning Team Meeting #4** (2 hours)
 - The purpose of the fourth meeting is to develop new mitigation action items. EPC will work in advance of the meeting to review the City's Capital Improvement Program and 2021 General Plan Safety Element, Environmental Justice Policies, and Climate Change Vulnerability Assessment. The focus of review will be on capturing hazard and population information along with any mitigation-related projects or policies that can be included in the plan. In the event the Team is challenged to develop new action items, EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans.
- **Planning Team Meeting #5** (2 hours)
 - Review of the Initial Draft Plan will be preceded by advance distribution of the document to the Planning Team. The fifth meeting will provide an opportunity for the Planning Team to provide input which will be captured in the First Draft Plan. Also, this meeting will include a discussion on final preparations and logistics for soliciting input from the public and stakeholders during the distribution of the Second Draft Plan.
-

Phase Two – Hazard Identification

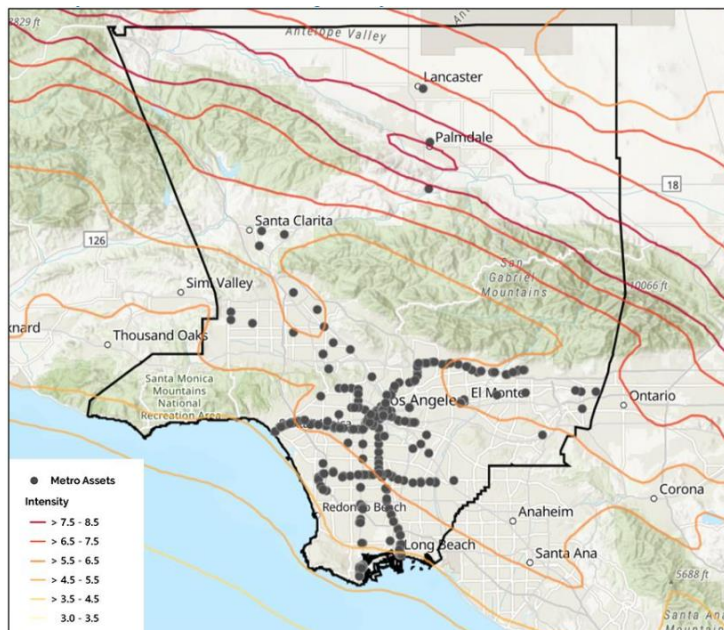


The Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000) and FEMA's 2023 Local Mitigation Planning Policy Guide. Building on those materials and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Hazard Identification** will be developed utilizing the City's 2021 General Plan Safety Element, 2020 LHMP, and the 2018 County of Los Angeles All-Hazards Mitigation Plan. In that regard, it's important to note that Cal OES and FEMA will be looking for natural hazards since that is the purpose of the Disaster Mitigation Act of 2000 and the category of hazard events that are eligible for a wide range of pre- and post-disaster grants. Also, Cal OES will focus on whether or not the City's LHMP hazards are aligned with the County of Los Angeles AHMP, State of California's Mitigation Plan, and FEMA's 18 natural hazards that are recommended for consideration. The initial hazard overview presented during the second Planning Team meeting will include a review of hazards from each of these documents. Based on that information, the Team will discuss whether they choose to add or eliminate any hazards from the 2020 LHMP.

Phase Three – Risk Assessment

- A Risk Assessment chapter will include a discussion on the "hazard identification" followed by an analysis of location, extent, vulnerability, and probability of the various hazards. The Risk Assessment chapter will include hazard-specific sections including determinations on location, extent, probability, and recent significant hazard events. Also, EPC-produced HAZUS-MH maps and reports will be included (see below).
- **Hazard Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce HAZUS reports and maps (see below) as well as hazard-specific maps indicating the City's critical facilities. See map below from Metro's Hazard Mitigation Plan:





- **HAZUS** will be used to estimate potential losses. HAZUS-MH (Hazards United States – Multi-Hazard) is a software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunamis. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports. The specific scenarios will be selected in coordination with the Team. HAZUS-MH utilizes data from the most recent U.S. Census. That information is overlaid with a hazard scenario (e.g., San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a detailed report on impacts to people, structures, infrastructure, and utilities. A dam inundation sample HAZUS-MH flood map prepared by EPC is shown on the left.
- **Capability Assessment** includes a list of the programs (departments, strategic plans, budgets, facility improvement plans), policies, and personnel available within the jurisdiction to complete the Mitigation Strategy.

- A **Threat and Vulnerability** chapter will specifically identify each of the community's critical facilities and an assessment of vulnerability and impacts.
- A **City Profile** chapter will be developed to capture important characteristics including history, demographics and economic element, cultural resources, and unique community activities. Also, recent updates to FEMA guidelines and State of California legislation require discussions on identification of underserved communities and socially vulnerable populations. EPC will utilize CalAdapt and other publicly available online tools to generate maps and other required information.

Phase Four – Mitigation Strategy Development

- **Hazard Mitigation Goals** will be confirmed during the first Planning Team meeting.
- **Hazard Mitigation Actions Items** are the very core of the mitigation plan. The mitigation actions will be built off of the Capital Improvement Program, General Plan Safety Element, as well as ongoing mitigation activities. In addition to the action itself, the FEMA regulations require additional detail in describing the various action items. Each mitigation action item will be accompanied with a timeline, assigned department, goals accomplished, linkage to building/infrastructure, cost, benefit, priority, and indication of whether the action will directly impact underserved and/or socially vulnerable populations. The entire Mitigation Strategy will be prepared to comply with all contemporary FEMA standards. During the third and fourth Team meetings the focus will be on capturing status of 2020 mitigation actions as well as developing new action items. During this process, members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC will present simple tools for ranking cost, benefit, and priorities. Prior to both of the meetings, EPC will prepare and distribute materials that will streamline discussions during the meetings.

Phase Five – Plan Preparation and Drafting

- Initial Draft Plan - Plan writing begins before the first Team meeting as the hazard overview is prepared and contemporary research conducted. Additional information for the Initial Draft Plan will be gathered during meetings and EPC research and presented to the Team one week in advance of Meeting #5. During that meeting, any missing information will be gathered and questions addressed. The information will be incorporated into the First Draft Plan.
- First Draft Plan – EPC will assist in preparing a distribution list for the announcement of the First Draft Plan. A meeting will be scheduled with the City’s Planning Commission for a virtual/live briefing by EPC President Carolyn Harshman. All information gathered from the Planning Commission meeting will be incorporated into the Second Draft Plan. EPC will assist City staff in developing outreach materials for this public forum on the First Draft Plan.
- Emails will be forwarded by the City’s Point of Contact to stakeholders including adjoining jurisdictions, servicing special districts, and a range of other organizations with an interest in the mitigation activities within the City. Also, organizations serving socially vulnerable populations and underserved communities will be included in the announcement of the plan’s availability. Social media and other tools utilized by the City for public information will be used to inform the general public of the availability of the First Draft Plan.

Phase Six – Final Draft and Cal OES Review

- Second Draft Plan – EPC will prepare a FEMA Plan Review Tool to accompany the Second Draft Plan submission to Cal OES. EPC will lead the communications with Cal OES to address any questions or concerns. Changes will be made as mandated in the DMA 2000 regulations, April 2023 FEMA Guide and Handbook, and interpretations from FEMA Region 9. Once Cal OES deems the plan approvable, it will be forwarded to FEMA for an Approvable Pending Adoption. The review of the Second Draft Plan will take approximately 4-6 months.

Phase Seven – Plan Approval and Adoption

- The Plan Maintenance chapter of the LHMP will include information on Monitoring, Evaluating and Updating which will include identification of the timing and tasks involved in implementing the FEMA-approved LHMP. While the Mitigation Actions Matrix itself will contain all of the FEMA-mandated and practical information required to implement, the Plan Maintenance chapter will outline the schedule and process for implementing the Matrix. The Plan Maintenance chapter will include an Implementation Plan for tracking progress on a quarterly/annual basis.
- Incorporation into Existing Planning Mechanisms is particularly important if mitigation is to be achieved successfully. It’s common for a City’s regulatory documents to be closely associated with many of the mitigation actions items. FEMA wants to ensure that the mitigation plan is not a stand-alone document but rather part of a comprehensive approach to hazard mitigation.
- Continued Public Involvement is another important component of the Plan Maintenance chapter. As with the writing of the plan, its critical steps be in place to ensure access to the plan along with an opportunity to comment on the status of mitigation action items, summaries of Planning Team implementation meetings, announcement of seeking/winning mitigation-related grants, and news of plan updates.

- Final Draft Plan – EPC will incorporate FEMA’s letter of Approvable Pending Adoption into the Final Draft Plan as well as prepare a staff report and presentation materials for the City Council meeting to adopt the plan. EPC President Carolyn Harshman will be available for a virtual/live presentation. Following the Council meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and Letter of Approval. EPC will incorporate the Letter of Approval into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.

Roles and Responsibilities for Planning Team and other City Staff

The most common obstacle in the planning process is the lack of time on the part of the jurisdiction’s Planning Team members. EPC totally understands how local government staff are stretched to the limit. That’s the reason we take so much pride in “doing the heavy lifting”. We do the research and the homework and develop tools to make the planning process easy and hopefully even fun. In total, the Team can expect to spend no more than 12 hours on the entire project. There are 5 2-hour meetings and 2 hours will be needed to review the Initial Draft Plan. As for the City’s Point of Contact, more time will be required for EPC communications, information requests, participating in the Community Outreach process, Planning Commission, and City Council meetings. In total, the City’s Point of Contact can expect to spend approximately 30-40 hours on the project.

Local Hazard Mitigation Planning Experience

The steps identified above have been followed by EPC since the early days of DMA 2000. However, the work required since the introduction of FEMA’s April 19, 2023, Planning Guide now requires considerably more societal research, community outreach, and knowledge of climate change impacts. Each aspect focuses on the importance of understanding underserved and socially vulnerable populations. Since the release of FEMA’s updated guide, every effort has been made by EPC staff to read, interpret, and update research and community outreach efforts to maximize the intent of FEMA new standards. In addition to the FEMA Guide and associated Handbook, EPC staff has participated in numerous webinars and courses focused on techniques and samples of research on climate change and special considerations regarding the needs and vulnerabilities of the underserved communities and socially vulnerable populations.

Although a challenge to make such a major shift and work with client jurisdictions on stepping up, EPC is delighted that FEMA received support for getting to the core of the two gaps in historical hazard mitigation planning. Simply put, these plans should not only assess hazards with potential to cause significant damage but more importantly the impacts and vulnerabilities of the community itself.

Below is the list of the more recent hazard mitigation plans (2020-present). Ms. Harshman served/serves as the EPC Project Manager and Principal Planner for each of these projects.

Jurisdiction and Department	Hazard Mitigation Plan Status
Cities of Rancho Palos Verdes and Rolling Hills Estates – Planning Departments	FEMA Approved 2020
City of Compton – Fire Department	FEMA Approved 2023
City of Covina – Police Department	FEMA Approved 2020
City of Duarte – Planning Department	FEMA Approved 2020
City of El Segundo – Fire Department	Planning Process 2024
City of Fontana – Planning Department	Planning Process 2024
City of Hermosa Beach – City Manager’s Office	Planning Process 2024
City of La Habra Heights – City Manager’s Office	FEMA Approved 2022
City of La Puente – Community Development Department	Planning Process 2024
City of Monterey Park – Fire Department	Planning Process 2024
City of Rosemead – Public Safety Department	Cal OES Review 2024
City of Santa Ana – Homeland Security Department	FEMA Approved 2022
City of San Fernando – Public Works Department	FEMA Approved 2021
City of Signal Hill – Police Department	Plan Writing Phase 2024
City of Sierra Madre – Fire Department	FEMA Approved 2020
City of South El Monte – Public Works Department	FEMA Approved 2021
City of Walnut, Mt. San Antonio Community College District, Walnut Valley Unified School District – Various Departments	FEMA Approved 2020
Jurupa Community Services District – Safety & Emergency Management Department	FEMA Approved 2021
Los Angeles County Metropolitan Transit Authority (LA Metro) – Homeland Security & Emergency Management Department	FEMA Approved 2023
Morongo Unified School District – Maintenance & Operations Department	FEMA Approved 2020
Mountains Recreation and Conservation Authority – Planning Department	FEMA Approved 2022
Public Water Agencies Group – General Managers	Planning Process 2024
Rubidoux Community Services District – Engineering Department	Planning Process 2024
Sonoma County Office of Education (Multi-Jurisdictional Hazard Mitigation Plan) – Business Services Department	FEMA Approved 2023
Town of Yucca Valley – Town Manager’s Office	Cal OES Review 2024

Project Schedule

Tasks	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Planning Process and Organizing Resources												
Initial Community Outreach	X											
Encourage Public Participation in Household and Business Mitigation Activities (Social Media)	X											
Planning Team Meeting #1 Project Overview and Community Outreach Briefing		X										
Planning Team Meeting #2 Initial Hazard Overview, HAZUS and Capability Assessment		X										
Planning Team Meeting #3 Status on 2020 Mitigation Action Items		X										
Planning Team Meeting #4 Future Mitigation Action Items			X									
Planning Team Meeting #5 Review Initial Draft Plan			X									
Present First Draft Plan to Planning Commission at Public Forum				X								
Seek Public and Stakeholder Input to First Draft Plan				X								
Risk Assessment												
Conduct Risk and Vulnerability Assessment	X	X										
Prepare HAZUS and Critical Asset Maps	X	X										
Prepare Capability Assessment	X	X										
Hazard Mitigation Strategy												
Develop Mitigation Actions		X	X									
Prepare New Mitigation Actions		X	X									
Include Monitoring, Evaluating and Updating the Plan	X	X										
Plan Maintenance Process												
Submit Second Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.					X	X	X	X	X	X		
Receive FEMA's Approvable Pending Adoption										X		
Conduct City Council Meeting to Adopt the Final Draft Plan											X	
Submit Proof of Adoption to FEMA											X	
Receive FEMA Final Approval												X
Incorporate FEMA Final Approval into Final Plan												X

Fee Schedule

Task	Total Cost
Planning Process	
Writing Drafts and Final Plan	\$16,000
Community Outreach Strategy and Delivery	\$6,000
Planning Team Meeting Preparation and Delivery (5 total)	\$5,000
Present Draft Plan to Planning Commission	\$2,000
Submit Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	\$5,000
Post and Conduct City Council Meeting to Adopt the Final Draft Plan (includes staff report, resolution, PowerPoint, live delivery)	\$2,000
Risk Assessment	
Conduct Risk Assessment and Capability Assessment (includes hazard-specific maps)	\$14,000
Prepare HAZUS (includes maps and reports)	\$5,000
Hazard Mitigation Strategy	
Develop Mitigation Actions for Ongoing City Projects (included in Planning Process – Planning Team meetings)	
Develop Mitigation Actions for Future City Projects (included in Planning Process – Planning Team meetings)	
Hazard Mitigation Plan Maintenance Process	
Prepare Plan Maintenance Chapter defining Monitoring, Evaluating and Updating the Plan (included under Planning Process - Plan Writing)	
Totals	\$55,000.00



ITEM: 14.B

Approval of Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments

Recommended Action:

Approve the Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments and Authorize the City Manager to Execute the Agreement.

Attachments:

[14.B - Staff Report - Approval of Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments.pdf](#)

[14.B - Memorandum of Agreement between the Cities of Azusa, Duarte, Irwindale and the SGVCOG.pdf](#)



AGENDA REPORT

MEETING DATE: July 9, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

SUBJECT: Approval of Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments

RECOMMENDATION: It is recommended that the City Council approve the Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments and Authorize the City Manager to Execute the Agreement.

FISCAL IMPACT: Acceptance of the Memorandum of Agreement allows the Cities to be reimbursed for services rendered in the San Gabriel River Bed up to a not to exceed amount of three hundred thousand dollars (\$300,000) in SB 104 Funds. No Fiscal Impact at this time.

BACKGROUND

For approximately the past ten years, the cities of Azusa, Duarte, and Irwindale (Cities), have been collaborating to enhance public safety in the North San Gabriel River area. To that end, the North San Gabriel River Working Group was created. The working group meets quarterly and consists of two elected officials and the city manager from each city.

DISCUSSION/ANALYSIS

Pursuant to Senate Bill No. 104 (2023), Section 19.564 (b)(57), \$1,000,000 was allocated to the San Gabriel Valley Council of Governments (SGVCOG) by the Department of Housing and Community Development for a homeless services pilot program (the "SB 104 Funds"). After consultation with State Senator Rubio's office concerning the distribution of funds, it was agreed that a portion of the funds (\$300,000) should be distributed to the Cities. By way of this Memorandum of Agreement (MOA), the Cities and the SGVCOG desire to set forth the terms for distribution of the SB 104, Section 19.564 (b)(57), Funds.

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the SGVCOG's obligation to reimburse the Cities for eligible expenses (up to \$300,000) or one year after execution of the MOA or whichever comes first. The City of Azusa shall act as the Cities fiscal agent with respect to the responsibility for receiving funds and submitting invoices on behalf of the Cities and distributing to each City its pro rata share of

reimbursements received by the SGVCOG. The Cities shall coordinate with each other so that within 60 days of expenditure of funds for which reimbursement is permitted under this MOA, the City of Azusa is able to submit detailed invoices to the SGVCOG, and any further documentation reasonably necessary to insure the funds were expended by the Cities consistent with Senate Bill 104. Within 45 days of receipt of payment from the SGVCOG, the City of Azusa shall be responsible for reimbursing the cities of Duarte and Irwindale for their proportionate costs. The City of Duarte may or may not have any direct expenses related to the SB 104 Funds but as a party to this agreement the other cities must seek authorization from the City of Duarte on the use of its pro rata share of funds. As such, there is no fiscal impact at this time.

RECOMMENDATION

It is recommended that the City Council approve the Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments and authorize the City Manager to execute the Agreement.

FISCAL IMPACT

Acceptance of the Memorandum of Agreement allows the Cities to be reimbursed for services rendered in the San Gabriel River Bed up to an not to exceed amount of three hundred thousand dollars (\$300,000) in SB 104 Funds. No Fiscal Impact at this time.

ATTACHMENTS

- Memorandum of Agreement between the Cities of Azusa, Duarte, and Irwindale and the San Gabriel Valley Council of Governments

MEMORANDUM OF AGREEMENT

FUNDING MEMORANDUM OF AGREEMENT BETWEEN THE CITIES OF AZUSA, DUARTE AND IRWINDALE AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)

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

RECITALS:

A. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley within the jurisdictions of its member cities and its unincorporated areas.

B. Pursuant to Senate Bill No. 104 (2023), Section 19.564 (b)(57), \$1,000,000 was allocated to the SGVCOG by the Department of Housing and Community Development for a homeless services pilot program (the “SB 104 Funds”).

C. After consultation with State Senator Rubio’s office concerning the distribution of funds, it was agreed that a portion of the funds should be distributed to the Cities.

D. By way of this MOA, the Cities and the SGVCOG desire to set forth the terms for distribution of the SB 104, Section 19.564 (b)(57), Funds (the “Program”).

NOW, THEREFORE, the Parties agree to the following:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by all Parties and shall continue through the SGVCOG’s obligation to reimburse the Cities for eligible expenses.

II. RESPONSIBILITIES OF EACH OF THE PARTIES:

A. SGVCOG

1. Within forty-five (45) days of receipt of a proper invoice for allowable expenses by the Cities, reimburse the City of Azusa up to a not to exceed amount of three hundred thousand dollars (\$300,000) in SB 104 Funds.
2. Coordinate conference calls and/or meetings with Cities as necessary.
3. Provide any updated point-of-contact described in Section III.B to serve as the SGVCOG’s Project Manager with name, title, and contact information.

B. Cities

1. Be solely responsible for expending the SB 104 Funds for purposes consistent with Senate Bill 104, Section 19.564(b)(57) and as it may be amended, which is attached hereto as Exhibit "A".
2. The City of Azusa shall act as the Cities fiscal agent with respect to the responsibility for submitting invoices on behalf of the Cities and distributing to each City is pro rata share of reimbursements received by the SGVCOG.
3. The Cities shall coordinate with each other so that within 60 days of expenditure of funds for which reimbursement is permitted under this MOA, the City of Azusa is able to submit detailed invoices to the SGVCOG, and any further documentation reasonably necessary to insure the funds were expended by the Cities consistent with Senate Bill 104.
4. Within 45 days of receipt of payment from the SGVCOG, the City of Azusa shall be responsible for reimbursing the cities of Duarte and Irwindale for their proportionate costs.
5. The Cities agree to release the SGVCOG from any further obligation to reimburse the Cities for costs incurred under this MOA upon the SGVCOG's payment to Azusa.
6. The City of Azusa shall submit invoices no later than one year from the effective date of this MOA and the SGVCOG shall have no further obligations under this MOA to the Cities for any invoices submitted after that time.
7. Respond to SGVCOG requests related to the Program in a timely manner.
8. Maintain membership in the SGVCOG during the entire term of this MOA.
9. Coordinate conference calls and/or meetings with the SGVCOG as necessary.
10. Provide any updated point-of-contact described in Section III.B to serve as the Cities' Project Manager with name, title, and contact information.

III. AMENDMENTS:

For any change which affects any term or condition included under this MOA, an amendment to the MOA shall be prepared and executed by all the Parties.

IV. PROJECT MANAGEMENT:

- A. For purposes of this MOA, the SGVCOG designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Caitlin Sims, Manager of Local Programs
San Gabriel Valley Council of Governments
1333 S. Mayflower Avenue, Ste. 360
Monrovia, CA 91016
csims@sgvcog.org

- B. For purposes of this MOA, the City of Azusa designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Sergio Gonzalez, City Manager
City of Azusa
213 E. Foothill Boulevard
Azusa, CA 91702
Sergio.Gonzalez@azusaca.gov

- C. For purposes of this MOA, the City of Duarte designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Brian Villalobos, City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010
bvillalobos@accessduarte.com

- D. For purposes of this MOA, the City of Irwindale designates the following individual as its Project Manager to which any notices required under this MOA shall be sent:

Julian A. Miranda, City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
jmiranda@irwindaleca.gov

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

V. TERMINATION:

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

VI. INDEMNITY:

- A. Neither the SGVCOG, its member agencies, or their respective officers, employees, consultants or volunteers (the "SGVCOG Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or

committed to be done by the City or its respective officers, agents, employees, or volunteers under or in connection with the performance of this MOA.

- B. Neither the Cities or its respective officers, employees, consultants, or volunteers (the "Cities Indemnitees"), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the SGVCOG Indemnitees under or in connection with the performance of this MOA

VII. OTHER TERMS AND CONDITIONS:

- A. In performing this MOA, except as provided in Section II.B.2 above, none of the Parties are a contractor, agent, or employee of the other. Otherwise, no Party shall represent itself as contractors, agents or employees of any other Party and shall have no powers to bind the other Party in contract or otherwise.
- B. This MOA, along with the applicable expenditure requirements of Senate Bill 104, constitute the entire understanding between the Parties, with respect to the subject matter herein. The MOA shall not be amended except in writing signed by the Parties.
- C. No Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the others of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- D. No Party shall assign this MOA, or any part thereof, without the prior written consent and prior approval of the other Parties, nor any assignment without consent shall be void and unenforceable.
- E. This Agreement shall be governed by California law and any applicable federal law.
- F. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The terms of this MOA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective approved successors and assigns.

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

FOR THE CITY OF AZUSA

FOR THE CITY OF DUARTE

By: _____
Sergio Gonzalez
City Manager

By: _____
Brian Villalobos
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Marco Martinez
City Attorney

Thai V. Phan
City Attorney

FOR THE CITY OF IRWINDALE

By: _____
Julian A. Miranda
City Manager

Date: _____

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

David DeBerry
General Counsel

SEC. 19.564.

(a) (1) The amounts appropriated pursuant to this section reflect legislative priorities related to housing.

(2) For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section. Self-attestation by the receiving entity is an acceptable method of verification of the use of funds, if determined appropriate by the state entity.

(3) Notwithstanding any other law, allocations pursuant to this section are exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and are not subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.

(4) If an item number for the appropriate department for a state entity does not exist, and such an item number is required in order to make the specified allocations, the Department of Finance may create an item number for this purpose.

(5) Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.

(6) The Department of Finance may authorize the transfer of allocating authority to a different state entity to facilitate the expenditure of the funds for the intended legislative purpose. Any state entity that allocates funds may also, in consultation with the Department of Finance, use an alternative local fiscal agent that is not identified in this section instead of the fiscal agent designated in this section if necessary to achieve the intended legislative purpose. Any change to the allocating state entity or fiscal agent made pursuant to this paragraph shall be reported to the Joint Legislative Budget Committee in writing at least 30 days, or no sooner than whatever lesser time after that notification the chairperson of the joint committee, or the chairperson's designee, may determine, prior to the change. It is the intent of the Legislature to revise this section during the 2023–24 fiscal year to reflect any changes necessary to achieve the intended legislative purpose.

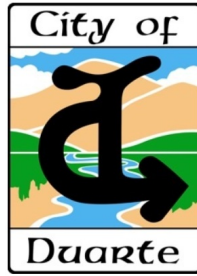
(7) Unless otherwise specified in this section, funds allocated pursuant to this section shall be available for encumbrance through June 30, 2025, and expenditure until June 30, 2027.

(8) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2023. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.

(9) Funding provided in this section shall not be used for a purpose subject to Section 8 of Article XVI of the California Constitution. If the Department of Finance determines that any allocation would be considered an appropriation for that purpose, the funding shall not be allocated, and the department shall notify the Joint Legislative Budget Committee of that finding.

(10) The amounts specified in subdivisions (b), inclusive, are hereby appropriated from the General Fund as follows:

(b) To be allocated by the Department of Housing and Community Development as follows:
(57) \$1,000,000 for the San Gabriel Valley Council of Governments for a homeless services pilot program.



ITEM: 14.C

City Council Ballot Argument for Cannabis Measure

Recommended Action:

Discuss whether the currently selected members of the City Council shall prepare an argument for the passage of the cannabis ballot measure or rescind the prior motion relating to the preparation of the ballot argument.

Attachments:

[14.C - City Council Ballot Argument for Cannabis Measure.pdf](#)



Agenda Item: 14.C

CM Review: SCW

Fiscal Review: JP

AGENDA REPORT

MEETING DATE: July 9, 2024

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: City Council Ballot Argument for Cannabis Measure

RECOMMENDATION: It is recommended that City Council discuss whether the currently selected members of the City Council shall prepare an argument for the passage of the cannabis ballot measure or rescind the prior motion relating to the preparation of the ballot argument.

FISCAL IMPACT: This action will not have a fiscal impact on the budget.

BACKGROUND

On June 25, 2024, the City Council approved Resolution No. 24-08 calling for an election to fill three City Council vacancies as well as place a ballot measure on the November 5, 2024, general election ballot to allow storefront retail cannabis businesses as well as a tax up to 10% of gross receipts.

During that meeting, the City Council also directed the City Attorney to prepare an impartial ballot measure analysis and selected three members of the City Council to draft an argument for the voter guide. City staff clarified that the City Council may, but is not required to, select up to three members of the City Council to draft an argument for the passage of the cannabis ballot measure which would be printed on the voter guide which is mailed to Duarte voters. Mayor Truong and Councilmembers Martin del Campo and Kang were selected by majority vote of the City Council to prepare the argument.

However, after the selection of the three authors, it was discovered that some clarification was required as to the content of the ballot argument. As such, this item returns before the City Council for clarification and reconfirmation that the City Council as a body is selecting Mayor Truong and Councilmembers Martin del Campo and Kang to prepare an argument to be printed in the voter guide supporting the passage of the cannabis ballot measure.

If the City Council, after clarification of the content of the ballot measure argument, determines that it does not wish to authorize any Councilmembers to author an argument for the passage of the cannabis measure, the City Council may do so.

RECOMMENDATION

It is recommended that City Council discuss whether the currently selected members of the City Council shall prepare an argument for the passage of the cannabis ballot measure or rescind the prior motion relating to the preparation of the ballot argument.

FISCAL IMPACT

This action will not have a fiscal impact on the budget.

ATTACHMENTS

None.



ITEM: 14.D

City of Duarte City Manager Employee Agreement

Recommended Action:

Approve the City of Duarte City Manager Employment Agreement Between City of Duarte and Brian Villalobos, approve a budget amendment of \$19,700 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

Attachments:

[14.D - Staff Report City Manager Employee Agreement.pdf](#)

[14.D - City of Duarte City Manager Employment Agreement 2023-2024pdf.pdf](#)

[14.D - Amendment No. 1 to City Manager Employment Agreement 2023-2024.pdf](#)

[14.D - City of Duarte City Manager Employment Agreement 2024-2026.pdf](#)

[14.D - City-Wide Salary and Pay Schedule.pdf](#)



AGENDA REPORT

MEETING DATE: July 9, 2024

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: City of Duarte City Manager Employment Agreement

RECOMMENDATION: It is recommended that the City Council approve the City of Duarte City Manager Employment Agreement Between City of Duarte and Brian Villalobos, approve a budget amendment of \$19,700 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

FISCAL IMPACT: Based on the attached agreement, the estimated expenditures related to all compensation changes are approximately \$19,700 in FY 2024/25 and \$5,500 in FY 2025/26.

BACKGROUND

City Manager Brian Villalobos has served as the City of Duarte's City Manager since June 2023. Pursuant to his 2023 employment agreement, the City Council conducted an annual review of his performance and deemed it necessary and advantageous to the City and its residents to enter into a new two-year agreement with City Manager Villalobos. At the direction of the City Council, City Attorney Thai Viet Phan negotiated the attached Employment Agreement ("Agreement") with Mr. Villalobos.

The terms of the Agreement are outlined below, but in summary the contract is for a two (2) year term at a base salary of \$236,223 and a total compensation rate (which includes benefits) of \$308,000 in FY 2024/25 and \$315,000 in FY 2025/26, subject to any increases in salary, bonuses, and/or other benefits at the discretion of the City Council based on mid-year and annual performance reviews of the City Manager. The compensation rate and benefits shall begin on July 1, 2024, as provided for in Amendment No. 1 to Mr. Villalobos's first employment agreement with the City of Duarte, included as Attachments 1 and 2 to this Staff Report.

Benefits are generally the same as are otherwise provided to the City's full-time employees. If the Agreement is terminated early without cause, Mr. Villalobos will have the option to enter into a separation agreement that will provide for six (6) months of pay and benefits. A summary of the key terms of the proposed Agreement are provided below.

Key Contract Terms

Pursuant to the City Council's direction, the City Attorney drafted the Agreement to memorialize the compensation, benefits, review processes, and other key terms of Mr. Villalobos's employment. Those terms are summarized below, and set forth in full in the Agreement for the employment of the City Manager provided as Attachment 3 to this Staff Report. The terms will also be summarized orally at the July 9, 2024, City Council Meeting as required by Government Code Section 54953(c)(2), which provides in relevant part: "Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive . . . during the open meeting in which the final action is to be taken."

In summary, the terms of the Employment Agreement are as follows:

- Contract Duration. Mr. Villalobos's contract is for a period of two (2) years. It is terminable by the City, with or without cause at any time, subject to severance pay obligations outlined below. Under Duarte Municipal Code section 2.12.110, however, the Agreement may not be terminated other than for misconduct in office, within a period of ninety (90) days after any general municipal election at which time any new member of the City Council is elected. The Agreement is terminable by Mr. Villalobos on sixty (60) days' notice unless the parties otherwise agree.
- Compensation. Mr. Villalobos's base salary will be \$236,223 for FY 24/25 including benefits, beginning on July 1, 2024. The total compensation is \$308,000 in FY 2024/25 and \$315,000 in FY 2025/26. Merit-based increase(s) for year two of this Agreement will be at the discretion of the City Council. The prior agreement provided that Mr. Villalobos's compensation would automatically be adjusted if during the term of his employment percentage salary adjustments are granted to the City's management group as a whole. This cost of living adjustment language has been removed in this Agreement.
- Benefits. Mr. Villalobos will receive benefits as specified in the Agreement, including categories of benefits available to all other full-time City employees: pension/retirement (PERS) benefits and payments (including those relating to the retiree health plan); health insurance; dental insurance; vision insurance; life insurance; and disability insurance. This Agreement has been amended to allow Mr. Villalobos to cash out at 100% his Administrative Leave, which shall not accrue more than 60 hours a year and cannot be rolled over to the next year. His car allowance has been increased from \$500 to \$750 per month. And he shall be permitted to participate in deferred compensation and receive a match of up to \$100 per month in deferred compensation as any other full-time employee.
- Reviews. While the City Council retains the ability to review Mr. Villalobos's performance at any time, it specifically commits to conducting such a mid-year review in or around November or December of each year as well as an annual review in or around March or April.

RECOMMENDATION

It is recommended that the City Council approve the City of Duarte City Manager Employment Agreement Between City of Duarte and Brian Villalobos, approve a budget amendment of \$19,700 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

FISCAL IMPACT

Based on the attached agreement, the estimated expenditures related to all compensation changes are approximately \$19,700 in FY 2024/25 and \$5,500 in FY 2025/26.

ATTACHMENTS

1. City of Duarte City Manager Employment Agreement 2023-2024
2. Amendment No. 1 to City of Duarte City Manager Employment Agreement 2023-2024
3. City of Duarte City Manager Employment Agreement 2024-2026
4. City of Duarte City-Wide Salary and Pay Schedule

CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") is made and entered as of June 1, 2023, by and between the CITY OF DUARTE, a public body and general law city of the State of California (the "City"), and BRIAN VILLALOBOS, an individual (the "City Manager"), both of whom understand as follows:

RECITALS:

WHEREAS, the City desires to employ the services of BRIAN VILLALOBOS as the City Manager as provided by the Duarte Municipal Code Chapter 2.12; and

WHEREAS, it is the desire of the City to establish certain conditions of employment and to set working conditions of said City Manager; and

WHEREAS, City Manager desires to accept employment as City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

A. City hereby agrees to employ BRIAN VILLALOBOS as City Manager of said City to perform the functions and duties specified in the Duarte Municipal Code Chapter 2.12, pursuant to Government Code sections 36501, 36506, and 34851 et seq., and as provided by other state and federal law, and to perform other legally permissible and proper duties and functions as the City Council of the City of Duarte (the "City Council") shall from time to time assign.

B. City Manager, with prior written approval of the City Council, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided they do not interfere with City Manager's normal duties, are done only during vacation or other non-working time of City Manager, and are not done with any then-existing vendors or contractors of the City, or past vendors or contractors where conflicts of interest are triggered under state or local law. Under no circumstances shall such outside activity create a conflict with the duties of the City Manager and the interests of the City. The City Council, in its sole discretion, may determine when such a conflict exists.

C. Pursuant to Municipal Code Section 2.12.070, City Manager shall devote his full-time work duties to the office of the City Manager. Subject to paragraph 1(B) above, City Manager shall not, while employed by the City, perform any other work for hire, and shall not perform any unpaid or volunteer work that conflicts with performance of his duties as City Manager. City Manager shall perform those duties and have those responsibilities that are commonly assigned to a City Manager of a general law city in the State of California with a council-manager form of government, and as are further set forth in the City's Municipal Code, including but not limited to Chapter 2.12.090 thereof, as may be amended from time to time. The terms of Municipal Code Chapter 2.12, as the same may from time to time be amended, are incorporated herein as though fully set forth. In the event of any conflict between the terms of this Agreement and the terms of Chapter 2.12, the provisions of this Agreement shall prevail pursuant to the authority of the City

Council to enter into this Agreement set forth in Municipal Code Section 2.12.120.

SECTION 2. TERM.

A. The term of this Agreement shall be from June 1, 2023 (the “Effective Date”), through and including June 30, 2024, unless earlier terminated as provided herein. Thereafter, the parties may renew the Agreement pursuant to their mutual agreement.

B. City Manager shall serve at the pleasure of City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council acting for the City to terminate the services of City Manager at any time, with or without cause, subject only to the provisions set forth in Section 5 of this Agreement, and the provisions of the Duarte Municipal Code, Chapter 2.12, not otherwise waived hereunder.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time from his position with City, subject only to the provision set forth in Section 5, Paragraph G, of this Agreement.

SECTION 3. ADMINISTRATIVE LEAVE WITH PAY.

City may place City Manager on Administrative Leave with full pay and benefits at any time during the term of this Agreement. However, if the purpose of placing City Manager on Administrative Leave With Pay is to conduct an investigation into potential wrongdoing, and after that investigation, City Manager is convicted of a crime involving abuse of their office or position, then pursuant to Government Code Section 53243, City Manager shall be required to fully reimburse City for any salary or benefits received while on Administrative Leave With Pay. “Abuse of office or position” shall be as defined in Government Code Section 53243.4, as may be amended.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. The City Council shall have the right at any time during the term of the Agreement, upon thirty (30) days’ prior written notice to City Manager, and notwithstanding the provisions of subdivisions (a) through (d) of Municipal Code Section 2.12.110, but subject to the limitation set forth in subdivision (e) of Municipal Code Section 2.12.110 [no dismissal within 90 days of election or appointment of Council member], to terminate this Agreement and City Manager’s employment, for any reason or for no reason, by a vote of a majority of the members of the City Council (and not a majority vote of the quorum only, in the event of a meeting where less than the full number of members are present, and the majority of the quorum is less than four votes) voting at regular, adjourned regular, or special meeting of the City Council. If such termination is involuntary and for reasons other than “misconduct in office” or “for cause” as further specified herein, City Manager shall be entitled to receive a severance payment in an amount provided in Duarte Municipal Code section 2.12.060. The severance payment provided for herein shall be in addition to, and not offset by, any payment to which City Manager may otherwise be entitled to, or qualify for, through the Chief Executive Separation Payment provided under the California Joint Powers Insurance Authority’s Memorandum of Coverage – Primary Liability Program.

B. The City Manager and City acknowledge and agree that there is a mutual benefit in

advancing and maintaining a positive and non-controversial resolution to the employment relationship. In keeping with the spirit of this provision, and as a condition to the receipt of any amount of severance pay as provided in paragraph 5.A above, and as partial consideration therefor, City Manager agrees not to make any public or private statements critical or disparaging of the City, the City Council, its members, department heads, officers, or employees.

C. Pursuant to Government Code sections 53243, 53243.1 and 53243.2, if City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse City such amounts paid; (2) if City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse City such amounts paid. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

D. To the extent City Manager's termination is not involuntary, is for misconduct in office, or is otherwise "for cause" as provided below, City Manager shall be entitled to no severance pay from the City. Any of the following, for the purposes of Duarte Municipal Code Section 2.12.110(e), shall constitute "misconduct in office":

(1) conviction of a felony or misdemeanor involving misrepresentation, fraud, or moral turpitude;

(2) knowingly and unlawfully participating in a governmental decision in which the City Manager has a conflict of interest as defined in Government Code sections 87100, et seq., or Government Code sections 1090 et seq.;

(3) abuse of alcohol, prescription medications, stimulants, or controlled substances that materially affects City Manager's discharge of his duties;

(4) failure to follow a written directive of the City Council, after written notice of such failure is provided to City Manager;

(5) repeated or recurring unexcused absences from the City Manager office, City Hall, or City Manager's duties;

(6) performance of outside business interests, or participation in transactions, contracts, or financial activities that conflict directly with City's policies or activities, without prior consent of any such conflict in writing by City Council;

(7) conduct that is publicly insubordinate, or humiliating, or demeaning to the City or City Council;

(8) willful destruction or misuse of City property;

(9) willful and unlawful retaliation against any employee, officer, official, manager,

agent, or representative of the City, or member of the general public, who in good faith reports, discloses, reveals, or divulges to any appropriate authority, any violation of law, or any facts or information pertaining thereto; and

(10) willful disclosure of closed session confidential communications, attorney-client confidential communications, or other information whose confidentiality is privileged or protected by law.

Apart from such grounds for removal as are otherwise defined under state law, the Duarte Municipal Code, or this Agreement, the determination of what constitutes appropriate “cause” for termination of City Manager shall be within the sole discretion of the City Council.

E. Nothing in this Agreement shall prohibit City from imposing discipline less than termination upon City Manager, including written reprimands, or suspensions. Such discipline may be imposed by City in its discretion.

F. In the absence of grounds for imposing discipline on City Manager, in the event: (1) City at any time during the term of this Agreement reduces the salary or other financial benefits of City Manager in a greater percentage than an applicable across-the-board reduction for all general full-time employees of City; or (2) City refuses, following written notice by City Manager to the City Attorney specifying a breach of this Employment Agreement, to remedy or undertake to remedy any such breach, then City Manager may, at his option, elect to be deemed to be “terminated” as of that time, and shall be entitled to the severance pay from City.

G. In the event City Manager voluntarily resigns his position with City before expiration of the above-referenced term of his employment, then City Manager shall give City no less than sixty (60) days’ notice in advance, unless the parties otherwise agree, and City Manager shall not be entitled to any severance pay from City.

SECTION 5. DISABILITY.

If City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive weeks beyond any accrued sick leave to which City Manager is entitled, or for the legal duration of the Family and Medical Leave Act (whichever is greater), City shall have the option to terminate this Agreement. Termination pursuant to this Section will not subject the City to payment of severance pay. However, City Manager shall be compensated for any accrued vacation, holidays, and other accrued benefits on the same basis as any other employee of the City pursuant to the Personnel Rules.

SECTION 6. SALARY AND BENEFITS.

A. Salary.

City agrees to pay City Manager for his services rendered pursuant hereto an annual base salary of Two Hundred Eighteen Thousand Four Hundred and Eighty-Two Dollars (\$218,482.00) (“Base Salary”), effective on June 1, 2023 (“Base Salary Effective Date”), payable in equal installments at the same time as other employees of the City are paid. In addition to Base Salary,

City Manager shall be entitled to any future cost of living (“COLA”) increases after the Effective Date that are provided to other general full-time employees of the City. City agrees to review Base Salary and other benefits of City Manager at the time of an annual performance evaluation which shall be initiated in March or April for each year this Agreement is in effect. It shall be the responsibility of City Manager to advise City each year of the necessity for the annual performance review, and to schedule same, by closed session with the City Council, or other appropriate procedure. Notwithstanding the necessity for at least one annual performance review, City Council may perform other performance reviews of City Manager’s performance, at any time. City Council may implement adjustments to salary, other benefits, or both, during the period of any performance review, provided, however, that consistent with Government Code section 54956, such compensation or benefits may only be modified at a regularly scheduled meeting of the City Council.

B. Benefits.

In addition to the salary referred to in Paragraph 6.A above, City Manager shall receive from City the following benefits:

(a) the same package(s) of health/medical insurance benefits and dental and vision allowances as available to all other full-time City employees;

(b) the same package(s) of life insurance and disability insurance as available to all other full-time City employees;

(c) participation in PERS in the same manner and to the same extent as available to all other full-time City employees;

(d) use of a City-provided automobile until December 31, 2023, then an automobile expense reimbursement of Five Hundred Dollars (\$500.00) each month thereafter beginning January 1, 2024;

(e) provision of a City-owned cellular phone, data plan, tablet, and additional similar communications and computing equipment as deemed appropriate by City Council (excluding desktop computer equipment for use outside City Hall);

(f) paid membership in the International City/County Management Association (ICMA); and the California City Management Foundation (CCMF).

(g) paid travel and meeting attendance for City Manager to professional groups and associations related to the City Manager position and industry-related topics, as may be approved by the City Council as part of the annual City budget or subsequent appropriations; provided, however, that any out-of-state business travel or other reimbursed travel requested by City Manager for other members of City staff at the same event for which City Manager receives reimbursed travel must be approved in advance by the City Council; and

(h) vacation of up to one hundred twenty (120) hours of paid vacation time annually, which shall accrue all one hundred twenty (120) hours on the anniversary date of the Effective Date and annually thereafter. Not more than eighty (80) hours of vacation may be taken

consecutively by City Manager without the prior approval of the City Council. Carryover and accrual of vacation time shall be subject to the following provisions: City Manager shall have the option, not later than thirty (30) days prior to end of each fiscal year ending June 30, to provide notice to the City Council that they City Manager elects to either (i) be paid for any unused vacation time existing as of the end of that fiscal year just ended, or (ii) carryover to the next fiscal year that began that July 1 such unused vacation time; provided, however, that in no event shall City Manager be permitted to carry over more than three hundred and sixty (360) hours of unused vacation time for a given year, or cumulatively. In addition, City Manager shall not be permitted to have or accumulate at any time more than three hundred and sixty (360) hours of unused vacation time, regardless of the actual number of hours of unused vacation time. Unused vacation time as defined and limited by the foregoing provisions shall be paid to City Manager at the time of expiration or termination of this Agreement, in addition to such severance payment to which City Manager is entitled to under this Agreement, if any.

SECTION 7. HOURS OF WORK.

City Manager shall use his best faith efforts to respond timely, after normal business hours, if necessary, to any exigent situation or circumstance that may arise during such interim period of unavailability. In addition to working normal business hours, it is recognized that City Manager must devote time outside the normal office hours to business of the City. In consideration for these obligations, City Manager shall have sixty (60) hours annually of Administrative Time Off. Thirty (30) of such hours shall accrue upon the Effective Date, and thirty (30) additional hours shall accrue six (6) months after the Effective Date. Sixty (60) additional hours shall accrue each anniversary of the Effective Date thereafter. Administrative Time Off shall not carryover year to year, and will not be paid upon termination or separation of City Manager from employment, but instead any unused Administrative Time Off at the time of termination or other separation will be forfeited.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the Duarte Municipal Code or any applicable state or federal law.

B. All regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to City Manager as they would to other general full-time employees of City, in addition to the benefits specifically set forth herein for the benefit of City Manager.

SECTION 9. SURETY BOND.

In accordance with Municipal Code Section 2.12.040, it is mutually understood and agreed that City Manager will file with the City Council, prior June 1, 2023, a corporate surety bond to be approved by the City Council to secure the faithful performance of the duties imposed upon

City Manager as City Manager. The amount of the surety bond required herein shall be One Million Dollars (\$1,000,000.00). Said bond shall be paid for by the City as provided in Municipal Code Section 2.12.040. Alternatively, this requirement may be met by the City securing no less than One Million Dollars (\$1,000,000.00) of Government Crime insurance, which covers the activities of the City Manager.

SECTION 10. ARBITRATION.

A. Dispute Resolution and Binding Arbitration.

City Manager and City agree that any dispute that arises out of or relates to City Manager's employment with City, including but not limited to any dispute that concerns the validity, enforceability, or breach of this Agreement, or any dispute against any present or former officer, director, employee, agent, attorney, or insurer of the City, shall be submitted to binding arbitration. City Manager represents and warrants to City that his agreement to submit any disputes hereunder to binding arbitration is voluntary, and City Manager acknowledges that such arbitration has not been required by City as a condition of employment. In this regard, City Manager understands and knowingly waives any contrary provision or protection under California Labor Code section 432.6. City Manager and City agree that any claim arising hereunder shall be brought in the individual capacity of the City Manager or City, and not as a collective or representative claim on behalf of any person or class. Nothing in this section shall prevent City Manager from filing or maintaining a charge with the United States Equal Employment Opportunity commission or the National Labor Relations Board, from making a workers' compensation claim, or from seeking unemployment benefits. Disputes that may not be subject to pre-dispute arbitration agreement by law are excluded from this Agreement. City shall be responsible for payment of the costs of the services of the arbitrator. City Manager will not be subject to any retaliation or discrimination if City Manager seeks to challenge this arbitration provision or participate in a class or collective action. The arbitration shall take place in Los Angeles County, California, and both City and City Manager agree to submit to the jurisdiction of the arbitrator selected in accordance with rules and procedures as they shall mutually agree, or in the absence of such agreement, under the arbitration rules of JAMS. Except as to the right to a hearing under Duarte Municipal Code section 2.12.110(b), City Manager and City agree that this arbitration procedure will be the exclusive means of redress for any disputes relating to or arising from City Manager's employment with City, including disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law, including all laws that prohibit discrimination based on any protected classification. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law. The parties expressly agree that each party shall bear its own costs and attorneys' fees incurred in bringing or defending an action under this Section, to the fullest extent allowed by law at the time of the arbitration. By their initials below, each signing party acknowledges that it understands it is waiving its right to trial by jury of any issues arising under this Agreement, and is knowingly and voluntarily waiving them:

City Initials: js

City Manager Initials: deV

SECTION 11. NOTICES.

Notices pursuant to this Agreement shall be given by: (1) email with verification of delivery; (2) personal delivery; (3) overnight delivery service with confirmation; or (4) deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: CITY OF DUARTE
 1600 Huntington Drive
 Duarte, CA 91010
 Attn: City Clerk
 email: ajuarez@accessduarte.com

with copy to: RUTAN & TUCKER, LLP
 18575 Jamboree Rd., 9th Fl.
 Irvine, CA 92612
 Attn: Thai Viet Phan, Esq.
 email: tphan@rutan.com

CITY MANAGER: BRIAN VILLALOBOS
 655 Sierra Meadow Drive
 Sierra Madre, CA 91024
 email: bvillal@lasd.org

Notice shall be deemed given as of the date of personal, overnight delivery, email, or facsimile service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 12. GENERAL PROVISIONS.

A. This Agreement shall constitute the entire agreement between the parties. No prior oral or written communications are incorporated herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager.

C. This Agreement may be signed in counterparts with signature pages transmitted by email, facsimile, personal delivery, or overnight delivery, all of which will be treated as originals.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. No officer, official, City manager, agent, or representative of the City shall be personally liable to City Manager in the event of any default or breach by the City of this Agreement or for any amount which may become due to City Manager under this Agreement or for breach by City of any of the terms of this Agreement.

F. Governing Law; Remedies; Attorneys' Fees/Litigation Matters; Waivers.

(1) The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

(2) In addition to any other rights or remedies and consistent with the arbitration clauses applicable hereunder, 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 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 City Manager be entitled to economic or consequential damages or to punitive damages.

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

(4) Waivers of the provisions of this Agreement by any party hereto shall not be effective unless in writing.

G. 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, including but not limited to any recruitment brochures or materials, are merged into this Agreement and shall be of no further force or effect.

H. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

I. Amendment; Modification. This Agreement may be amended or modified only by a written instrument approved as to form by the City Attorney and signed by both parties after approval of same by a majority of the members of the City Council voting in open session at regular, adjourned regular, or special meeting of the City Council.

J. Time for Approval. Once this Agreement has been signed by City Manager and delivered to the Mayor, it shall thereafter be null and void unless approved by a majority of the

members of the City Council voting in open session at regular, adjourned regular, or special meeting of the City Council, not later than June 13, 2023.

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, to become effective as of the Effective Date.

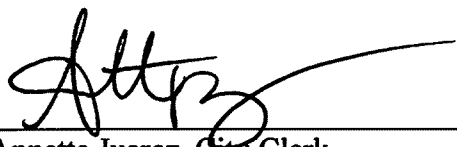
CITY:

CITY OF DUARTE



Jody Schulz, Mayor
City of Duarte

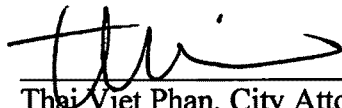
ATTEST:



Annette Juarez, City Clerk
City of Duarte

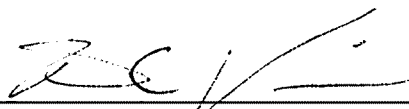
APPROVED AS TO FORM:

RUTAN & TUCKER, LLP



Thai Viet Phan, City Attorney
City of Duarte

CITY MANAGER:



BRIAN VILLALOBOS, an individual

AMENDMENT NO. 1 TO CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDMENT NO. 1 TO CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT (the "Amendment") is made and entered as of June 25, 2024 ("Effective Date"), by and between the CITY OF DUARTE, a public body and general law city of the State of California (the "City"), and BRIAN VILLALOBOS, an individual (the "City Manager"), for the purpose of amending the written "City of Duarte City Manager Employment Agreement" entered into between City and City Manager as of June 1, 2023 ("Agreement"):

SECTION 1. TERM

Subsection A of "Section 2. Term of the Agreement" is amended to read:

A. The term of this Agreement shall be from July 1, 2023, (the "Effective Date"), through and including August 30, 2024, unless earlier terminated as provided here. Thereafter, the parties may renew the Agreement pursuant to their mutual agreement.

SECTION 2. COST OF LIVING ADJUSTMENT.

Subsection B of "Section 6. Salary and Benefits" is amended to read:

A. City agrees to pay City Manager for his services rendered pursuant hereto an annual base salary of Two Hundred Twenty-Two Thousand, Eight Hundred and Fifty-Two Dollars (\$222,852.00) ("Base Salary"), effective on June 1, 2023, ("Base Salary Effective Date"), payable in equal installments at the same time as other employees of the City are paid. It shall be the responsibility of City Manager to advise City each year of the necessity for the annual performance review, and to schedule same, by closed session with the City Council, or other appropriate procedure. Notwithstanding the necessity for at least one annual performance review, City Council may perform other performance reviews of City Manager's performance, at any time. City Council may implement adjustments to salary, other benefits, or both, during the period of any performance review, provided, however, that consistent with Government Code section 54956, such compensation or benefits may only be modified at a regularly scheduled meeting of the City Council.

SECTION 3. RETROACTIVE PAY INCREASES IF AGREED TO BY ALL PARTIES

Section 13. Retroactive Pay Increase shall be added to the Agreement as follows:

Should the City agree to a salary increase for the City Manager either through a new agreement or amendment to the Agreement, such salary increase shall be effective retroactively to July 1, 2024.

SECTION 4. OTHER TERMS UNCHANGED

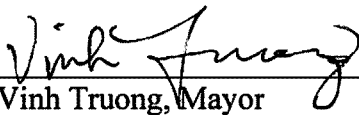
Except as set forth in this Amendment, all terms, conditions, and provisions of the

Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, to become effective as of the Effective Date.

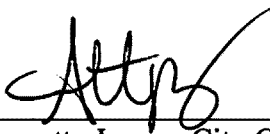
CITY:

CITY OF DUARTE



Vinh Truong, Mayor
City of Duarte

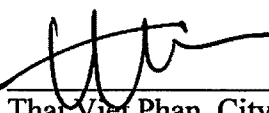
ATTEST:



Annette Juarez, City Clerk
City of Duarte

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP



Thai Viet Phan, City Attorney
City of Duarte

CITY MANAGER:



BRIAN VILLALOBOS, an individual

CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered as of July 9, 2024, by and between the CITY OF DUARTE, a public body and general law city of the State of California (the “City”), and BRIAN VILLALOBOS, an individual (the “City Manager”), both of whom understand as follows:

RECITALS:

WHEREAS, the City desires to employ the services of BRIAN VILLALOBOS as the City Manager as provided by the Duarte Municipal Code Chapter 2.12; and

WHEREAS, it is the desire of the City to establish certain conditions of employment and to set working conditions of said City Manager; and

WHEREAS, the City Council conducted an evaluation of the City Manager in June 2024 and found that the City Manager’s work and achievements warranted renewal of the City Manager’s contract; and

WHEREAS, City Manager desires to maintain employment as City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

A. City hereby agrees to employ BRIAN VILLALOBOS as City Manager of said City to perform the functions and duties specified in the Duarte Municipal Code Chapter 2.12, pursuant to Government Code sections 36501, 36506, and 34851 et seq., and as provided by other state and federal law, and to perform other legally permissible and proper duties and functions as the City Council of the City of Duarte (the “City Council”) shall from time to time assign.

B. City Manager, with prior written approval of the City Council, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided they do not interfere with City Manager’s normal duties, are done only during vacation or other non-working time of City Manager, and are not done with any then-existing vendors or contractors of the City, or past vendors or contractors where conflicts of interest are triggered under state or local law. Under no circumstances shall such outside activity create a conflict with the duties of the City Manager and the interests of the City. The City Council, in its sole discretion, may determine when such a conflict exists.

C. Pursuant to Municipal Code Section 2.12.070, City Manager shall devote his full-time work duties to the office of the City Manager. Subject to paragraph 1(B) above, City Manager shall not, while employed by the City, perform any other work for hire, and shall not perform any unpaid or volunteer work that conflicts with performance of his duties as City Manager. City Manager shall perform those duties and have those responsibilities that are commonly assigned to a City Manager of a general law city in the State of California with a council-manager form of government, and as are further set forth in the City’s Municipal Code, including but not limited to

Chapter 2.12.090 thereof, as may be amended from time to time. The terms of Municipal Code Chapter 2.12, as the same may from time to time be amended, are incorporated herein as though fully set forth. In the event of any conflict between the terms of this Agreement and the terms of Chapter 2.12, the provisions of this Agreement shall prevail pursuant to the authority of the City Council to enter into this Agreement set forth in Municipal Code Section 2.12.120.

SECTION 2. TERM.

A. The term of this Agreement shall be from July 10, 2024 (the “Effective Date”), through and including June 30, 2026, unless earlier terminated as provided herein. Thereafter, the parties may renew the Agreement pursuant to their mutual agreement.

B. City Manager shall serve at the pleasure of City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council acting for the City to terminate the services of City Manager at any time, with or without cause, subject only to the provisions set forth in Section 5 of this Agreement, and the provisions of the Duarte Municipal Code, Chapter 2.12, not otherwise waived hereunder.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time from his position with City, subject only to the provision set forth in Section 4, Paragraph G, of this Agreement.

SECTION 3. ADMINISTRATIVE LEAVE WITH PAY.

City may place City Manager on Administrative Leave with full pay and benefits at any time during the term of this Agreement. However, if the purpose of placing City Manager on Administrative Leave With Pay is to conduct an investigation into potential wrongdoing, and after that investigation, City Manager is convicted of a crime involving abuse of their office or position, then pursuant to Government Code Section 53243, City Manager shall be required to fully reimburse City for any salary or benefits received while on Administrative Leave With Pay. “Abuse of office or position” shall be as defined in Government Code Section 53243.4, as may be amended.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. The City Council shall have the right at any time during the term of the Agreement, upon thirty (30) days’ prior written notice to City Manager, and notwithstanding the provisions of subdivisions (a) through (d) of Municipal Code Section 2.12.110, but subject to the limitation set forth in subdivision (e) of Municipal Code Section 2.12.110 [no dismissal within 90 days of election or appointment of Council member], to terminate this Agreement and City Manager’s employment, for any reason or for no reason, by a vote of a majority of the members of the City Council (and not a majority vote of the quorum only, in the event of a meeting where less than the full number of members are present, and the majority of the quorum is less than four votes) voting at regular, adjourned regular, or special meeting of the City Council. If such termination is involuntary and for reasons other than “misconduct in office” or “for cause” as further specified herein, City Manager shall be entitled to receive a severance payment in an amount provided in Duarte Municipal Code section 2.12.060. The severance payment provided for herein shall be in addition to, and not offset by, any payment to which City Manager may otherwise be entitled to,

or qualify for, through the Chief Executive Separation Payment provided under the California Joint Powers Insurance Authority's Memorandum of Coverage – Primary Liability Program.

B. The City Manager and City acknowledge and agree that there is a mutual benefit in advancing and maintaining a positive and non-controversial resolution to the employment relationship. In keeping with the spirit of this provision, and as a condition to the receipt of any amount of severance pay as provided in paragraph 4.A above, and as partial consideration therefor, City Manager agrees not to make any public or private statements critical or disparaging of the City, the City Council, its members, department heads, officers, or employees.

C. Pursuant to Government Code sections 53243, 53243.1 and 53243.2, if City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse City such amounts paid; (2) if City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse City such amounts paid. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

D. To the extent City Manager's termination is not involuntary, is for misconduct in office, or is otherwise "for cause" as provided below, City Manager shall be entitled to no severance pay from the City. Any of the following, for the purposes of Duarte Municipal Code Section 2.12.110(e), shall constitute "misconduct in office":

(1) conviction of a felony or misdemeanor involving misrepresentation, fraud, or moral turpitude;

(2) knowingly and unlawfully participating in a governmental decision in which the City Manager has a conflict of interest as defined in Government Code sections 87100, et seq., or Government Code sections 1090 et seq.;

(3) abuse of alcohol, prescription medications, stimulants, or controlled substances that materially affects City Manager's discharge of his duties;

(4) failure to follow a written directive of the City Council, after written notice of such failure is provided to City Manager;

(5) repeated or recurring unexcused absences from the City Manager office, City Hall, or City Manager's duties;

(6) performance of outside business interests, or participation in transactions, contracts, or financial activities that conflict directly with City's policies or activities, without prior consent of any such conflict in writing by City Council;

(7) conduct that is publicly insubordinate, or humiliating, or demeaning to the City or City Council;

(8) willful destruction or misuse of City property;

(9) willful and unlawful retaliation against any employee, officer, official, manager, agent, or representative of the City, or member of the general public, who in good faith reports, discloses, reveals, or divulges to any appropriate authority, any violation of law, or any facts or information pertaining thereto; and

(10) willful disclosure of closed session confidential communications, attorney-client confidential communications, or other information whose confidentiality is privileged or protected by law.

Apart from such grounds for removal as are otherwise defined under state law, the Duarte Municipal Code, or this Agreement, the determination of what constitutes appropriate “cause” for termination of City Manager shall be within the sole discretion of the City Council.

E. Nothing in this Agreement shall prohibit City from imposing discipline less than termination upon City Manager, including written reprimands, or suspensions. Such discipline may be imposed by City in its discretion.

F. In the absence of grounds for imposing discipline on City Manager, in the event: (1) City at any time during the term of this Agreement reduces the salary or other financial benefits of City Manager in a greater percentage than an applicable across-the-board reduction for all general full-time employees of City; or (2) City refuses, following written notice by City Manager to the City Attorney specifying a breach of this Employment Agreement, to remedy or undertake to remedy any such breach, then City Manager may, at his option, elect to be deemed to be “terminated” as of that time, and shall be entitled to the severance pay from City.

G. In the event City Manager voluntarily resigns his position with City before expiration of the above-referenced term of his employment, then City Manager shall give City no less than sixty (60) days’ notice in advance, unless the parties otherwise agree, and City Manager shall not be entitled to any severance pay from City.

SECTION 5. DISABILITY.

If City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive weeks beyond any accrued sick leave to which City Manager is entitled, or for the legal duration of the Family and Medical Leave Act (whichever is greater), City shall have the option to terminate this Agreement. Termination pursuant to this Section will not subject the City to payment of severance pay. However, City Manager shall be compensated for any accrued vacation, holidays, and other accrued benefits on the same basis as any other employee of the City pursuant to the Personnel Rules.

SECTION 6. SALARY AND BENEFITS.

A. Salary.

City agrees to pay City Manager for his services rendered pursuant hereto an annual base

salary of Two Hundred Thirty-Six Thousand, Two Hundred and Twenty-Three Dollars (\$236,223.00) (“Base Salary”), effective on July 1, 2024, (“Base Salary Effective Date”), payable in equal installments at the same time as other employees of the City are paid. It shall be the responsibility of City Manager to advise City of a mid-year review to take place in or around November or December as well as the necessity for the annual performance review to take place in or around March or April, and to schedule same, by closed session with the City Council, or other appropriate procedure. Notwithstanding the necessity for at least one mid-year review and one annual performance review, City Council may perform other performance reviews of City Manager’s performance, at any time. City Council may implement adjustments to salary, bonuses, and/or other benefits during the period of any performance review, provided, however, that consistent with Government Code section 54956, such compensation or benefits may only be modified at a regularly scheduled meeting of the City Council.

B. Benefits.

In addition to the salary referred to in Paragraph 6.A above, City Manager shall receive from City the following benefits:

- (a) the same package(s) of health/medical insurance benefits and dental and vision allowances as available to all other full-time City employees;
- (b) the same package(s) of life insurance and disability insurance as available to all other full-time City employees;
- (c) participation in PERS in the same manner and to the same extent as available to all other full-time City employees;
- (d) an automobile expense reimbursement of Seven Hundred and Fifty Dollars (\$750.00) each month;
- (e) provision of a City–owned cellular phone, data plan, tablet, and additional similar communications and computing equipment as deemed appropriate by City Council (excluding desktop computer equipment for use outside City Hall);
- (f) paid membership in the International City/County Management Association (ICMA); and the California City Management Foundation (CCMF).
- (g) paid travel and meeting attendance for City Manager to professional groups and associations related to the City Manager position and industry-related topics, as may be approved by the City Council as part of the annual City budget or subsequent appropriations; provided, however, that any out-of-state business travel or other reimbursed travel requested by City Manager for other members of City staff at the same event for which City Manager receives reimbursed travel must be approved in advance by the City Council; and
- (h) vacation of up to one hundred twenty (120) hours of paid vacation time annually; which shall accrue sixty (60) hours upon the Effective Date of this Agreement, and sixty (60) hours on the sixth month anniversary, and thereafter all one hundred twenty (120) hours on the anniversary date of the Effective Date. Not more than eighty (80) hours of vacation may be

taken consecutively by City Manager without the prior approval of the City Council. Carryover and accrual of vacation time shall be subject to the following provisions: City Manager shall have the option, not later than thirty (30) days prior to end of each fiscal year ending June 30, to provide notice to the City Council that they City Manager elects to either (i) be paid for any unused vacation time existing as of the end of that fiscal year just ended, or (ii) carryover to the next fiscal year that began that July 1 such unused vacation time; provided, however, that in no event shall City Manager be permitted to carry over more than three hundred and sixty (360) hours of unused vacation time for a given year, or cumulatively. In addition, City Manager shall not be permitted to have or accumulate at any time more than three hundred and sixty (360) hours of unused vacation time, regardless of the actual number of hours of unused vacation time. Unused vacation time as defined and limited by the foregoing provisions shall be paid to City Manager at the time of expiration or termination of this Agreement, in addition to such severance payment to which City Manager is entitled to under this Agreement, if any.

(i) participation in deferred compensation, in the same manner and to the same extent as available to all other full-time employees.

SECTION 7. HOURS OF WORK.

City Manager shall use his best faith efforts to respond timely, after normal business hours, if necessary, to any exigent situation or circumstance that may arise during such interim period of unavailability. In addition to working normal business hours, it is recognized that City Manager must devote time outside the normal office hours to business of the City. In consideration for these obligations, City Manager shall have sixty (60) hours annually of Administrative Time Off. Sixty (60) additional hours shall accrue each anniversary of the Effective Date of July 1 thereafter. This leave may be used to take time off or sold back to the City at 100% of its monetary value. Administrative leave will not accrue from one fiscal year to the next.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the Duarte Municipal Code or any applicable state or federal law.

B. All regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to City Manager as they would to other general full-time employees of City, in addition to the benefits specifically set forth herein for the benefit of City Manager.

SECTION 9. SURETY BOND.

In accordance with Municipal Code Section 2.12.040, it is mutually understood and agreed that City Manager will file with the City Council, prior June 1, 2023, a corporate surety bond to be approved by the City Council to secure the faithful performance of the duties imposed upon City Manager as City Manager. The amount of the surety bond required herein shall be One

Million Dollars (\$1,000,000.00). Said bond shall be paid for by the City as provided in Municipal Code Section 2.12.040. Alternatively, this requirement may be met by the City securing no less than One Million Dollars (\$1,000,000.00) of Government Crime insurance, which covers the activities of the City Manager.

SECTION 10. ARBITRATION.

A. Dispute Resolution and Binding Arbitration.

City Manager and City agree that any dispute that arises out of or relates to City Manager's employment with City, including but not limited to any dispute that concerns the validity, enforceability, or breach of this Agreement, or any dispute against any present or former officer, director, employee, agent, attorney, or insurer of the City, shall be submitted to binding arbitration. City Manager represents and warrants to City that his agreement to submit any disputes hereunder to binding arbitration is voluntary, and City Manager acknowledges that such arbitration has not been required by City as a condition of employment. In this regard, City Manager understands and knowingly waives any contrary provision or protection under California Labor Code section 432.6. City Manager and City agree that any claim arising hereunder shall be brought in the individual capacity of the City Manager or City, and not as a collective or representative claim on behalf of any person or class. Nothing in this section shall prevent City Manager from filing or maintaining a charge with the United States Equal Employment Opportunity commission or the National Labor Relations Board, from making a workers' compensation claim, or from seeking unemployment benefits. Disputes that may not be subject to pre-dispute arbitration agreement by law are excluded from this Agreement. City shall be responsible for payment of the costs of the services of the arbitrator. City Manager will not be subject to any retaliation or discrimination if City Manager seeks to challenge this arbitration provision or participate in a class or collective action. The arbitration shall take place in Los Angeles County, California, and both City and City Manager agree to submit to the jurisdiction of the arbitrator selected in accordance with rules and procedures as they shall mutually agree, or in the absence of such agreement, under the arbitration rules of JAMS. Except as to the right to a hearing under Duarte Municipal Code section 2.12.110(b), City Manager and City agree that this arbitration procedure will be the exclusive means of redress for any disputes relating to or arising from City Manager's employment with City, including disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law, including all laws that prohibit discrimination based on any protected classification. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law. The parties expressly agree that each party shall bear its own costs and attorneys' fees incurred in bringing or defending an action under this Section, to the fullest extent allowed by law at the time of the arbitration. By their initials below, each signing party acknowledges that it understands it is waiving its right to trial by jury of any issues arising under this Agreement, and is knowingly and voluntarily waiving them:

City Initials: _____

City Manager Initials: _____

SECTION 11. NOTICES.

Notices pursuant to this Agreement shall be given by: (1) email with verification of delivery; (2) personal delivery; (3) overnight delivery service with confirmation; or (4) deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: CITY OF DUARTE
 1600 Huntington Drive
 Duarte, CA 91010
 Attn: City Clerk
 email: ajuarez@accessduarte.com

with copy to: RUTAN & TUCKER, LLP
 18575 Jamboree Rd., 9th Fl.
 Irvine, CA 92612
 Attn: Thai Viet Phan, Esq.
 email: tphan@rutan.com

CITY MANAGER: BRIAN VILLALOBOS
 655 Sierra Meadow Dr
 Sierra Madre, CA 91024
 email: bvillalobos@accessduarte.com

Notice shall be deemed given as of the date of personal, overnight delivery, email, or facsimile service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 12. GENERAL PROVISIONS.

A. This Agreement shall constitute the entire agreement between the parties. No prior oral or written communications are incorporated herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager.

C. This Agreement may be signed in counterparts with signature pages transmitted by email, facsimile, personal delivery, or overnight delivery, all of which will be treated as originals.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. No officer, official, City manager, agent, or representative of the City shall be personally liable to City Manager in the event of any default or breach by the City of this Agreement or for any amount which may become due to City Manager under this Agreement or for breach by City of any of the terms of this Agreement.

F. Governing Law; Remedies; Attorneys' Fees/Litigation Matters; Waivers.

(1) The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

(2) In addition to any other rights or remedies and consistent with the arbitration clauses applicable hereunder, 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 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 City Manager be entitled to economic or consequential damages or to punitive damages.

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

(4) Waivers of the provisions of this Agreement by any party hereto shall not be effective unless in writing.

G. 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, including but not limited to any recruitment brochures or materials, are merged into this Agreement and shall be of no further force or effect.

H. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

I. Amendment; Modification. This Agreement may be amended or modified only by a written instrument approved as to form by the City Attorney and signed by both parties after approval of same by a majority of the members of the City Council voting in open session at regular, adjourned regular, or special meeting of the City Council.

J. Time for Approval. Once this Agreement has been signed by City Manager and delivered to the Mayor, it shall thereafter be null and void unless approved by a majority of the

members of the City Council voting in open session at regular, adjourned regular, or special meeting of the City Council, not later than August 30, 2024.

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, to become effective as of the Effective Date.

CITY:

CITY OF DUARTE

Vinh Truong, Mayor
City of Duarte

ATTEST:

Annette Juarez, City Clerk
City of Duarte

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney
City of Duarte

CITY MANAGER:

BRIAN VILLALOBOS, an individual

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective July 1, 2024 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember		\$ 550.00	\$ 6,600
City Manager	\$ 113.57	\$ 19,685	\$ 236,223

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 86.13	\$ 14,929	\$ 89.20	\$ 15,461	\$ 92.26	\$ 15,993	\$ 95.32	\$ 16,521	\$ 98.36	\$ 17,048	\$ 101.42	\$ 17,579	\$ 104.47	\$ 18,108
Human Resources Manager	\$ 46.40	\$ 8,042	\$ 48.14	\$ 8,345	\$ 49.87	\$ 8,645	\$ 51.59	\$ 8,943	\$ 53.34	\$ 9,245	\$ 55.06	\$ 9,543	\$ 56.80	\$ 9,846

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 41.95	\$ 7,271	\$ 43.29	\$ 7,504	\$ 44.61	\$ 7,732	\$ 45.94	\$ 7,964	\$ 47.26	\$ 8,192	\$ 48.61	\$ 8,426	\$ 49.94	\$ 8,656
Assistant to the City Manager	\$ 55.32	\$ 9,589	\$ 56.94	\$ 9,870	\$ 58.55	\$ 10,149	\$ 60.18	\$ 10,432	\$ 61.81	\$ 10,713	\$ 63.44	\$ 10,996	\$ 65.09	\$ 11,282
Associate Civil Engineer	\$ 47.01	\$ 8,148	\$ 48.73	\$ 8,447	\$ 50.45	\$ 8,744	\$ 52.18	\$ 9,045	\$ 53.89	\$ 9,341	\$ 55.62	\$ 9,641	\$ 57.35	\$ 9,940
Associate Planner	\$ 43.82	\$ 7,595	\$ 45.29	\$ 7,851	\$ 46.78	\$ 8,108	\$ 48.27	\$ 8,367	\$ 49.76	\$ 8,624	\$ 51.25	\$ 8,883	\$ 52.75	\$ 9,143
City Clerk	\$ 52.60	\$ 9,118	\$ 54.13	\$ 9,383	\$ 55.65	\$ 9,646	\$ 57.18	\$ 9,912	\$ 58.69	\$ 10,173	\$ 60.23	\$ 10,440	\$ 61.76	\$ 10,705
Deputy City Manager	\$ 60.85	\$ 10,547	\$ 62.65	\$ 10,858	\$ 64.42	\$ 11,165	\$ 66.21	\$ 11,477	\$ 67.99	\$ 11,785	\$ 69.79	\$ 12,097	\$ 71.59	\$ 12,410
Director of Community Development	\$ 78.31	\$ 13,574	\$ 81.34	\$ 14,099	\$ 84.36	\$ 14,622	\$ 87.39	\$ 15,148	\$ 90.42	\$ 15,672	\$ 93.43	\$ 16,195	\$ 96.46	\$ 16,721
Director of Parks & Recreation	\$ 74.22	\$ 12,864	\$ 76.63	\$ 13,283	\$ 79.04	\$ 13,701	\$ 81.46	\$ 14,119	\$ 83.87	\$ 14,538	\$ 86.28	\$ 14,956	\$ 88.70	\$ 15,374
Director of Public Safety Services	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.11	\$ 7,820	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,340
Facilities Maintenance Supervisor	\$ 58.34	\$ 10,111	\$ 60.32	\$ 10,456	\$ 62.30	\$ 10,798	\$ 64.28	\$ 11,143	\$ 66.26	\$ 11,484	\$ 68.24	\$ 11,829	\$ 70.24	\$ 12,175
Field Services Manager	\$ 55.92	\$ 9,692	\$ 57.64	\$ 9,991	\$ 59.43	\$ 10,301	\$ 61.26	\$ 10,619	\$ 63.16	\$ 10,947	\$ 65.11	\$ 11,286	\$ 67.12	\$ 11,635
Financial Services Manager	\$ 62.50	\$ 10,834	\$ 64.49	\$ 11,179	\$ 66.47	\$ 11,522	\$ 68.46	\$ 11,867	\$ 70.46	\$ 12,213	\$ 72.44	\$ 12,556	\$ 74.43	\$ 12,900
Planning Manager	\$ 62.50	\$ 10,834	\$ 64.49	\$ 11,179	\$ 66.47	\$ 11,522	\$ 68.46	\$ 11,867	\$ 70.46	\$ 12,213	\$ 72.44	\$ 12,556	\$ 74.43	\$ 12,900
Public Safety Manager	\$ 59.04	\$ 10,233	\$ 60.90	\$ 10,555	\$ 62.75	\$ 10,877	\$ 64.62	\$ 11,202	\$ 66.48	\$ 11,523	\$ 68.35	\$ 11,848	\$ 70.23	\$ 12,172
Public Works Manager	\$ 55.65	\$ 9,646	\$ 57.54	\$ 9,974	\$ 59.50	\$ 10,313	\$ 61.52	\$ 10,664	\$ 63.61	\$ 11,026	\$ 65.78	\$ 11,401	\$ 68.02	\$ 11,789
Recreation Manager	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.12	\$ 7,821	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,342
Recreation Supervisor	\$ 54.65	\$ 9,473	\$ 56.38	\$ 9,772	\$ 58.11	\$ 10,073	\$ 59.84	\$ 10,373	\$ 61.56	\$ 10,671	\$ 63.29	\$ 10,971	\$ 65.03	\$ 11,271
Senior Planner	\$ 42.62	\$ 7,388	\$ 44.31	\$ 7,680	\$ 46.03	\$ 7,978	\$ 47.72	\$ 8,272	\$ 49.42	\$ 8,567	\$ 51.14	\$ 8,864	\$ 52.84	\$ 9,160
Transportation Supervisor														

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 37.01	\$ 6,415	\$ 38.16	\$ 6,614	\$ 39.34	\$ 6,819	\$ 40.55	\$ 7,029	\$ 41.81	\$ 7,248	\$ 43.10	\$ 7,471	\$ 44.43	\$ 7,702
Accounting Specialist	\$ 30.66	\$ 5,314	\$ 31.70	\$ 5,495	\$ 32.76	\$ 5,679	\$ 33.82	\$ 5,862	\$ 34.86	\$ 6,043	\$ 35.92	\$ 6,226	\$ 36.96	\$ 6,407
Administrative Secretary	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Assistant Planner	\$ 34.88	\$ 6,045	\$ 36.23	\$ 6,280	\$ 37.60	\$ 6,517	\$ 38.97	\$ 6,754	\$ 40.32	\$ 6,989	\$ 41.67	\$ 7,223	\$ 43.04	\$ 7,461
Building Permit Technician	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Civil Engineering Technician	\$ 31.39	\$ 5,441	\$ 32.70	\$ 5,669	\$ 34.02	\$ 5,896	\$ 35.32	\$ 6,122	\$ 36.65	\$ 6,352	\$ 37.96	\$ 6,580	\$ 39.27	\$ 6,807
Clerk/Typist Receptionist	\$ 23.88	\$ 4,139	\$ 24.75	\$ 4,290	\$ 25.61	\$ 4,439	\$ 26.47	\$ 4,588	\$ 27.34	\$ 4,739	\$ 28.21	\$ 4,890	\$ 29.10	\$ 5,043
Code Compliance / Animal Control Officer	\$ 32.59	\$ 5,650	\$ 33.96	\$ 5,886	\$ 35.31	\$ 6,121	\$ 36.68	\$ 6,358	\$ 38.03	\$ 6,592	\$ 39.40	\$ 6,829	\$ 40.75	\$ 7,064
Community Development Technician	\$ 28.59	\$ 4,956	\$ 29.62	\$ 5,134	\$ 30.63	\$ 5,310	\$ 31.66	\$ 5,488	\$ 32.68	\$ 5,664	\$ 33.71	\$ 5,842	\$ 34.72	\$ 6,018
Crime Prevention Specialist	\$ 35.14	\$ 6,092	\$ 36.43	\$ 6,315	\$ 37.76	\$ 6,545	\$ 39.11	\$ 6,780	\$ 40.45	\$ 7,012	\$ 41.81	\$ 7,247	\$ 43.15	\$ 7,479
Custodian	\$ 23.99	\$ 4,158	\$ 24.90	\$ 4,316	\$ 25.81	\$ 4,474	\$ 26.75	\$ 4,637	\$ 27.66	\$ 4,795	\$ 28.60	\$ 4,957	\$ 29.51	\$ 5,115
Deputy City Clerk	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Field Services Supervisor	\$ 37.57	\$ 6,512	\$ 39.43	\$ 6,835	\$ 41.31	\$ 7,161	\$ 43.19	\$ 7,486	\$ 45.07	\$ 7,812	\$ 46.96	\$ 8,139	\$ 48.83	\$ 8,465
Human Resources Specialist	\$ 31.76	\$ 5,504	\$ 33.08	\$ 5,734	\$ 34.41	\$ 5,965	\$ 35.74	\$ 6,195	\$ 37.05	\$ 6,423	\$ 38.38	\$ 6,653	\$ 39.71	\$ 6,883
Maintenance Technician	\$ 24.54	\$ 4,254	\$ 25.57	\$ 4,432	\$ 26.58	\$ 4,608	\$ 27.61	\$ 4,786	\$ 28.63	\$ 4,962	\$ 29.66	\$ 5,140	\$ 30.67	\$ 5,316
Management Aide	\$ 31.86	\$ 5,523	\$ 32.85	\$ 5,694	\$ 33.87	\$ 5,871	\$ 34.91	\$ 6,052	\$ 36.00	\$ 6,240	\$ 37.11	\$ 6,432	\$ 38.26	\$ 6,631
Management Analyst - City Manager's Office	\$ 35.08	\$ 6,081	\$ 36.54	\$ 6,334	\$ 38.07	\$ 6,599	\$ 39.65	\$ 6,873	\$ 41.31	\$ 7,160	\$ 43.03	\$ 7,458	\$ 44.82	\$ 7,768
Outreach Coordinator - Public Safety	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Payroll Technician	\$ 29.35	\$ 5,088	\$ 30.23	\$ 5,241	\$ 31.14	\$ 5,398	\$ 32.08	\$ 5,560	\$ 33.04	\$ 5,727	\$ 34.03	\$ 5,898	\$ 35.47	\$ 6,148
Recreation Coordinator	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Senior Code Compliance / Animal Control Officer	\$ 35.49	\$ 6,152	\$ 36.96	\$ 6,407	\$ 38.43	\$ 6,662	\$ 39.91	\$ 6,918	\$ 41.41	\$ 7,178	\$ 42.89	\$ 7,434	\$ 44.36	\$ 7,689
Senior Custodian	\$ 29.11	\$ 5,046	\$ 30.24	\$ 5,241	\$ 31.36	\$ 5,436	\$ 32.49	\$ 5,631	\$ 33.63	\$ 5,829	\$ 34.76	\$ 6,024	\$ 35.89	\$ 6,222
Senior Maintenance Technician	\$ 28.79	\$ 4,990	\$ 29.89	\$ 5,181	\$ 30.99	\$ 5,371	\$ 32.09	\$ 5,562	\$ 33.20	\$ 5,755	\$ 34.31	\$ 5,948	\$ 35.40	\$ 6,136

PART-TIME HOURLY EMPLOYEES

POSITION	Hourly Pay Rate					
	Step A	Step B	Step C	Step D	Step E	Step F
Aerobics Instructor	\$ 16.00	\$ 16.40	\$ 17.82	\$ 19.73	\$ 21.66	\$ 23.58
Animal Control Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43
Assistant Boxing Trainer	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.59	\$ 18.15	\$ 18.73
Boxing Trainer	\$ 21.81	\$ 22.51	\$ 23.23	\$ 23.97	\$ 24.74	\$ 25.53
Certified Aerobics Instructor	\$ 25.03	\$ 26.28	\$ 27.76	\$ 29.24	\$ 30.72	\$ 32.21
College Intern	\$ 16.00	\$ 16.30	\$ 16.86	\$ 18.49	\$ 20.30	\$ 22.28
Community Services Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43
Computer Lab Technician	\$ 16.00	\$ 16.10	\$ 16.25	\$ 16.49	\$ 16.93	\$ 17.36
Custodian	\$ 18.17	\$ 18.88	\$ 19.57	\$ 20.27	\$ 20.97	\$ 21.67
Dance Instructor	\$50.00					
Lifeguard	\$ 16.50	\$ 16.83	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22
Lifeguard/Instructor	\$ 17.80	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03	\$ 20.64
Pool Manager	\$ 20.11	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.63	\$ 23.31
Recreation Leader	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.58	\$ 18.14	\$ 18.72
Recreation Specialist	\$ 18.00	\$ 18.53	\$ 19.07	\$ 19.62	\$ 20.20	\$ 20.79
Senior Custodian	\$ 26.40	\$ 27.42	\$ 28.44	\$ 29.46	\$ 30.49	\$ 31.51
Trail Maintenance Crew	\$ 16.00	\$ 16.96	\$ 17.37	\$ 19.11	\$ 21.02	\$ 23.13