



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 21, 2022
SUBJECT: Comments on Agenda Items, Meeting of June 28, 2022

ITEM 4.A. (Special Items). Representatives from the California Department of Transportation (Caltrans) will present information on upcoming maintenance work on the Route 210 Freeway.

ITEM 4.B. (Special Items). Members of the Citrus College Board of Trustees will provide an update on current and planned activities at Citrus College.

ITEM 4.B. (Special Items). A representative from the San Gabriel Valley Mosquito and Vector Control District will present information on promoting mosquito safety.

ITEM 7.F. (Consent Calendar). Staff is recommending that the City Council proclaim the week of June 19 through June 25, 2022, as National Mosquito Control Awareness Week in the City of Duarte.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council adopt the following three resolutions related to the upcoming municipal election: Resolution No. 22-20, calling for a General Municipal Election to be held on November 8, 2022; Resolution No. 22-21, requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 22-22, adopting regulations pertaining to candidate statements. The estimated cost of conducting the 2022 General Municipal Election is \$45,000. Funding for the election was included in the FY 2022-23 Budget.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 22-23 establishing the Citywide Salary Schedule effective July 1, 2022, pursuant to the terms of the current Memorandums of Understanding. The projected fiscal impact of the new Salary Schedule is included in the FY 2022-23 Budget.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council adopt Resolution No. 22-24, rescinding Resolution No. 21-12 and establishing a salary schedule and compensation plan for unrepresented regular employees. The projected fiscal impact of the new Salary Schedule is included in the FY 2022-23 Budget.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute a Professional Services Agreement with Maxtreme Inc. for information technology services. The costs related to the recommended Agreement are included in the FY 2022-23 Budget.

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute a two-year extension of the Joint Use Lease Agreement between the City and the Duarte Unified School District.

ITEM 10.A. (Business Items). Staff is recommending that the City Council authorize a Notice of Completion for the Infrastructure Modernization Program project with Climatec LLC. The total cost of the project is \$2,834,681. Of that total, \$2,750,427 was financed through a lease-purchase agreement with U.S. Bancorp, with annual debt service payments of \$220,900 being made by the General Fund over a period of 15 years. The remaining \$84,254 of the total project cost is being paid by the General Fund. Under the

terms of the Agreement, Climatec warranted that the project would result in net cost savings to the City over the useful life of the installed infrastructure. Climatec will be providing the City with annual reports to verify the warranted savings.

Respectfully submitted,

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

Dr. Daniel Jordan
City Manager



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2185		742.24
100-1605-7758	ARCADIA PARTY RENTALS	July 3rd Table/Chair Rental Balance	217541		2,231.66
100-1605-7730	CAPITAL ONE	Special Event Storage Bins	BD22-1060		25.86
100-1605-7741	CAPITAL ONE	Soccer Supplies	BD22-1060		82.56
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-FC/Pool 5/2022	2212		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 5/2022	2212		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 5/2022	2212		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 5/2022	2212		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 5/2022	2212		65.40
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 5/2022	217536		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 5/2022	217536		61.00
100-2121	ARMSTRONG & WALKER LAND...	Landscape Plan Check-Solana (Duarte Station Apts)	2178	202212-Pass Thru Dep-Solana ...	700.00
100-1605-7735	CAPITAL ONE	TC Summer Kickoff Event	BD22-1060		354.66
100-1020-7716	CAPITAL ONE	3rd of July Event Supplies	BD22-1060		58.37
100-1605-7758	CAPITAL ONE	3rd of July Event Supplies	BD22-1060		34.92
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2185		674.86
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2185		958.27
100-1205-7636	TOM'S CLOTHING & UNIFORMS ...	A Solis Uniforms	2206		182.99
100-1610-7618	SOUTHEAST CONSTRUCTION P...	Field Chalk	217580		28.94
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	2203		80.09
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	2203		13.47
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	2203		33.17
100-1610-7616	AMERICAN RED CROSS	C-Splint/Training Equipment	217540		62.57
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2185		427.55
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2210		154.70
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2210		2,076.48
100-1610-7618	DARRELL RAY CARROLL	Lock Repair	217548		185.00
100-1415-7907	WEST COAST ARBORISTS INC	City Wide Tree Trimming	2211		5,434.80
100-1610-7652	CALIBER COMMERCIAL POOL S...	Competition & Training Pool Service 5/2022	217546		1,950.00
100-1610-7617	CALIBER COMMERCIAL POOL S...	Chemical Dosing of Pool 5/2022 (Extra)	217546		1,567.06
100-1610-7652	ECM PECO INC / PRECISION ELE...	City Yard Electrical Design & Engineering 5/2022	217575		4,250.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2183		28.56
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2183		19.81
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 5/2022	2202		2,468.45
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC Printer Maintenance 2/28/22 - 5/30/22	217547		42.54
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Permit Technician 5/2022	2182		165.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Srvcs 5/2022	2182		34,095.29
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Monitoring Certificate	2204		635.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/5/2022	2204		160.00
100-1605-7758	JA EVENT PRODUCTION	July 3rd Sound & Stage Balance	2190		7,400.00
100-1015-7684	SILVER & WRIGHT LLP	General Criminal Prosecutions	2200		4,500.00

Council Warrant Register By Account

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Ave Legal 5/2022	2200		165.20
100-1015-7684	SILVER & WRIGHT LLP	Land Value Holdings Legal 5/2022	2200		542.80
100-1015-7684	SILVER & WRIGHT LLP	General Code Enforcement Legal 5/2022	2200		1,265.00
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 5/2022	2200		1,534.30
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 5/2022	2200		4,813.95
100-1825-7980	PAPER RECYCLING & SHREDDIN...	Document Shredding 6/1/2022	217569		58.00
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 2/28/22 - 5/30/22	217547		24.28
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545	250016-Oper of Acq Prop-1229 ...	41.67
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 5/01/2022 - 5/31/2022	2205		175.22
100-2120	LEONOR NAJERA	Field Rent Deposit Refund	217568		250.00
100-2120	EDGAR GARCIA	Field Rent Deposit Refund	217559		250.00
100-2120	ANDRES ZELADA	Field Rent Deposit Refund	217586		250.00
100-1825-7631	FIRST CALL BUSINESS Solutio...	Foldiing Machine Maintenance/Training	217557		360.00
100-1605-7729	CURO MANAGED PRINT PRODU...	Summer Kick-Off Promotion	217552		1,181.91
100-1610-7652	ALBERTOS PLUMBING	Senior Ctr Plumbing Repairs	217538		2,200.00
100-1205-7760	FOOTHILL UNITY CENTER	Homeless Outreach Program 5/2022	217558	202115-Outreach-Homeless Ser...	278.54
100-1825-7613	GRAND PRINTING INC	Public Safety Envelopes	217560		1,379.23
100-1825-7687	R3 CONSULTING GROUP	SB 1383 Implementation Consulting 5/2022	2196		2,447.50
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	2185		212.04
100-1805-7614	STAPLES ADVANTAGE	File Folder Labels	2203		35.44
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	2203		98.11
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	2203		7.92
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	2203		290.84
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprints Apps 5/2022	2181		320.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		591.64
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice # 350965360	2203		-10.37
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Skate Park	2198		125.00
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Lower Sports Park	2198		125.00
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 5/2022	2180		2,505.00
100-1610-7650	WARDS SERVICE	Vehicle #21 Tail Lamp Replacement	2209		202.89
100-1605-7735	MAXTREME INC	TC Office 2021 (8) Licenses	2193		799.92

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1815-7980	MAXTREME INC	Apple TV for CH Conference Room	2193		164.23
100-1815-7980	MAXTREME INC	PS Yubico Keys/Ethernet Cable	2193		999.89
100-1815-8011	MAXTREME INC	IT Testing PC Laptop w/Windows 11	2193		666.49
100-1605-7736	YOUNG REMBRANDTS	Instructor Fee Spring 2022	2213		573.30
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2183		45.00
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2183		8.64
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	217584		50.00
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	2188		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	217585		50.00
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	2210		37.69
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax Q4 2021	217563		300.00
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Annual Cleaning	2186		3,790.00
100-1205-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	217556		70.20
100-1605-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	217556		10.80
100-1605-7758	JOE ESPINOSA	Independence Day Band	217554		1,600.00
100-2120	PASADENA RUGBY FOOTBALL C...	Equipment Rent Deposit Refund	217571		250.00
100-2120	PASADENA RUGBY FOOTBALL C...	Field Rent Deposit Refund	217571		250.00
100-2120	CZARINE VALDECANTOS	TC Rent Deposit Refund 6/5/22	217583		300.00
100-2120	MARYANN SALONGA	ROP Bldg Rent Deposit Refund 6/4/22	217577		150.00
100-2120	PAMELA COLEMAN	Pool Rental Deposit Refund 6/4/22	217549		200.00
100-1605-7758	PHIL PEREZ	July 3rd Event DJ	217572		575.00
100-1805-7653	SECTRAN SECURITY INC	June 2022 Courier Pick-up	2199		319.88
100-1610-7618	DARRELL RAY CARROLL	Key Copies	217548		49.61
100-1205-7615	AUTOZONE	EOC Trailer Battery Replacement	217542		93.32
100-1605-7729	PHIL PEREZ	Party in Summer Kickoff DJ 6/21/2022	217573		500.00
100-1610-7618	SMART & FINAL	Janitorial/Council Supplies	2201		348.27
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Skateboard Coach Fee (Spring 2)	2194		336.00
100-1405-7965	LDM ASSOCIATES INC	FY22 Federal Grant Administration 5/2022	2192		100.00
100-1205-7761	STATE CONTROLLER	FTB Offsets 1/01/2021 - 12/31/2021	217581		77.90
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/13/2022 - 6/19/2022	2195		2,835.00
100-1605-7741	HASTINGS ZALKE VICTORY SPO...	Rugby Flags	217562		108.00
100-1810-7610	SMART & FINAL	Mgmt Aide Interviews 6/14/2022	2201		15.57
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security-Memorial Day 5/30/2022	2195		157.50
100-1205-7761	DATA TICKET INC	Admin Citation Processing 5/2022	2184		892.09
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	2183		28.12
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	2183		31.10
100-2121	MOORE IACOFANO GOLTSMAN ...	Westminster Garden Project 5/2022 (R94281)	217566	202217-Dep-Westminster Gard...	842.50
100-1610-7652	EXPLORE CUSTOM CABINETS	SC Counter Doors (2) Pairs	217555		1,400.00
100-1810-7671	VICTORIA ROCHA	Interview Panel Lunch 6/14/2022	2197		92.00
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 5/2022	217582		5,411.00
100-4302	SANTIAGO LINARDI	Citation Refund	217564		60.00
100-1205-7780	MERARI AQUINO	Animal Control Training - 6/6/22 - 6/10/22	2177		143.17
100-2120	MARIA MUNIZ	CC Rent Deposit Refund 6/16/22	217567		300.00

Council Warrant Register By Account

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-2120	LOURDES LONA	TC Rent Deposit Refund 6/11/2022	217565		300.00
100-1405-7612	SALINA BAUTISTA	Notary Course Reimbursement	217543		634.71
100-1825-7613	GRAND PRINTING INC	Business Cards	217560		197.13
100-2026	JORGE RUIZ	Equipment Deposit Refund	217576		25.00
100-1825-7674	U.S. BANK PARS ACCOUNT #67...	FY22 Add'l OPEB Contribution	2208		406,000.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/20/2022 - 6/26/2022	2195		2,835.00
100-2120	MELISSA PESTANAS	CC Rent Deposit Refund 6/18/22	217574		500.00
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2022	2193		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2022	2193		200.00
100-1005-7640	CESAR A GARCIA	CCCA Conference Expense Reimbursement	2187		220.21
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 54 of 60	BD22-1111		1,340.10
100-1410-7650	WEX BANK	Fuel-Field Srvc CNG 4/1/22 - 4/30/22	BD22-1112		22.09
100-1410-7650	WEX BANK	Fuel-Field Srvc CNG 5/1/22 - 5/31/22	BD22-1113		21.68
100-1205-7780	DESERAY ALVARENGA	Animal Control Training 6/6/22 - 6/10/22	217539		139.00
100-1750	BIG AIR BUENA PARK	Summer Adventure Camp Trip 7/6/2022	217544		368.00
100-1605-7758	ARCADIA PARTY RENTALS	July 3rd Tablecloth Rental	217541		132.68
100-1750	PAMELA KAY ADAMS	SC Patriotic Show 7/1/2022	217537		350.00
100-1500	REJOICE GRIFFIS	Advance-Summer Camp Knott's Trip 7/2022	217561		175.00
100-1605-7740	PARTY PRONTO INC	Summer Day Camp Rental 6/29/2022	217570		408.00
Fund 100 - GENERAL FUND Total:					547,592.68
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
225-2127	SEQUEL CONTRACTORS INC	Retention-FY22 Street Rehab Project	217578		-1,365.00
225-2250-8100	SEQUEL CONTRACTORS INC	FY22 Street Rehab Project	217578	202207/225-2250-8100-Other ...	27,300.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					25,935.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 4/2022	217551		4,794.95
240-2410-7906	WEST COAST ARBORISTS INC	City Wide Tree Trimming	2211		20,724.30
240-2410-7909	WEST COAST ARBORISTS INC	City Wide Tree Trimming	2211		12,982.05
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Sweeping 5/2022	217536		784.00
240-2435-7887	COUNTY OF LOS ANGELES AGRI...	Gopher Control-Ridgecrest LLD 4/2022	217550		470.03
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Encanto Park	217579		36.34
240-2421-7887	BEE REMOVERS	Las Lomas LLD Bee Removal	2179		235.00
240-2410-7906	WEST COAST ARBORISTS INC	City Wide Tree Trimining	2211		11,113.60
240-2410-7909	WEST COAST ARBORISTS INC	City Wide Tree Trimining	2211		29,605.35
240-2421-7887	WEST COAST ARBORISTS INC	City Wide Tree Trimining	2211		4,175.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Parts-City Parks	2191		528.31
240-2410-7888	LANDSCAPE WAREHOUSE III	Return-Irrigation Parts-City Parks	2191		-77.92
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		400.00

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Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	217545		500.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Park	2198		401.81
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	2198		187.50
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Duarte Rd Median	2198		125.00
240-2421-7887	RUDY'S PLUMBING INC	Backflow Testing-Las Lomas Villas LLD	2198		125.00
240-2427-7887	RUDY'S PLUMBING INC	Backflow Testing-Rancho Verde LLD	2198		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	2198		125.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	2198		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Orange Blossom Park	2198		125.00
240-2432-7887	RUDY'S PLUMBING INC	Backflow Testing-Las Posadas Villas LLD	2198		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Lena Valenzuela Park	2198		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Duarte Rd Median	2198		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Buena Vista Median	2198		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Entrance Park	2198		125.00
240-2424-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Windsor LLD	2198		472.64
240-2421-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Las Lomas Villas LLD	2198		472.64
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Plaza	2198		177.50
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					109,094.17
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8061	LDM ASSOCIATES INC	FY21 CDBG City Hall ADA Improvements 5/2022	2192	202102-CDBG ADA Improv	1,500.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,500.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/2022 - 6/30/2022	BD22-1110		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Dealer Refund	BD22-1110		-699.00
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					910.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	AUTOZONE	Yard Supplies	217542		65.07
Fund 440 - PROPOSITION A TRANSIT FUND Total:					65.07
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	217556		16.20
Fund 460 - PROPOSITION C TRANSIT FUND Total:					16.20
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	DASH CONSTRUCTION COMPA...	Retention- FY22 Citywide Concrete Repair Project	217553		-2,878.83

Council Warrant Register By Account

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
470-4705-8060	DASH CONSTRUCTION COMPA...	FY22 Citywide Concrete Repair Project	217553		57,576.50
Fund 470 - MEASURE R LR TRANSIT FUND Total:					54,697.67
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
520-5205-8314	U.S. BANK CORPORATE TRUST S...	2013 COP Trustee Fees 4/1/22 - 3/31/23	2207		1,650.00
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					1,650.00
Grand Total:					741,461.35

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	547,592.68
225 - SB-1, Road Maintenance/Rehab Fund	25,935.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	109,094.17
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,500.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	910.56
440 - PROPOSITION A TRANSIT FUND	65.07
460 - PROPOSITION C TRANSIT FUND	16.20
470 - MEASURE R LR TRANSIT FUND	54,697.67
520 - TOWN CENTER DEBT SERVICE FUND	1,650.00
Grand Total:	741,461.35

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	220.21
100-1010-7670	Legal Notices	2,468.45
100-1015-7682	Labor Counsel Legal	2,505.00
100-1015-7684	Code Enforcement Legal	12,821.25
100-1020-7716	Special Community Events	58.37
100-1020-7724	Post Office Parking	115.00
100-1205-7615	Emergency Supplies	93.32
100-1205-7636	Uniforms	182.99
100-1205-7650	Vehicle Maintenance	70.20
100-1205-7655	Emergency Services	175.22
100-1205-7760	Homeless Outreach Progr...	278.54
100-1205-7761	Parking Ticket Collect	6,380.99
100-1205-7780	Animal Control	282.17
100-1405-7612	Publications and Dues	634.71
100-1405-7614	Office Supplies	415.12
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	34,260.29
100-1405-7965	Professional Services	100.00
100-1410-7650	Vehicle Maintenance	43.77
100-1410-7656	Emergency Generator	795.00
100-1410-7810	Street Sweeping	122.00
100-1410-7980	Other Expenses	3,790.00
100-1415-7661	Other Serv-Sports Park	250.00
100-1415-7907	Tree Trim-Sports Park	5,434.80
100-1415-7916	Landscape-Sport Park	1,430.00
100-1500	Advances	175.00
100-1605-7650	Vehicle Maintenance	10.80
100-1605-7729	Concerts In The Park	1,681.91
100-1605-7730	Special Events	25.86
100-1605-7735	Teen Center	1,154.58
100-1605-7736	Youth & Adult Recreation...	909.30
100-1605-7740	Day Camps	408.00
100-1605-7741	Sports/Playground Progr...	190.56
100-1605-7758	Independence Day Celebr...	11,974.26
100-1610-7616	Pool Supplies	62.57
100-1610-7617	Pool Chemicals	4,582.02
100-1610-7618	Building Supplies	2,880.69
100-1610-7636	Uniforms	101.68
100-1610-7650	Vehicle Maintenance	202.89
100-1610-7652	Building Maint Services	10,186.55
100-1610-7660	Other Services	5,827.50
100-1750	Prepaid Charges	718.00
100-1805-7614	Office Supplies	35.44
100-1805-7653	Bank Charges	319.88

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7965	Professional Services	300.00
100-1810-7610	Travel, Mtgs & Conf	15.57
100-1810-7660	Other Services	320.00
100-1810-7671	Recruiting Advertisements	92.00
100-1815-7830	Telephones	1,340.10
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	1,364.12
100-1815-8011	Computer Equipment (Cap..	666.49
100-1825-7613	Duplications And Photos	1,674.47
100-1825-7631	Equipment Maintenance	426.82
100-1825-7674	Retiree Health Insurance	406,000.00
100-1825-7687	Waste Mgmt Services	2,447.50
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,993.55
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	3,000.00
100-2121	Pass Through Deposits	1,542.50
100-4302	Parking Citations	60.00
225-2127	Retention Payable	-1,365.00
225-2250-8100	Other Capital Improvemnts	27,300.00
240-2405-7890	Repairs-Traffic Signal	4,794.95
240-2410-7662	Other Serv-Citywide	1,079.31
240-2410-7663	Other Serv-Medians	562.50
240-2410-7888	Repairs-Citywide	486.73
240-2410-7906	Tree Trim-Citywide	31,837.90
240-2410-7909	Tree Trim-Residential	42,587.40
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7887	Repairs & Replacements	125.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7887	Repairs & Replacements	5,007.64
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7887	Repairs & Replacements	472.64
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7887	Repairs & Replacements	125.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7887	Repairs & Replacements	125.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7887	Repairs & Replacements	470.03
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capital)	1,500.00
320-3205-8013	Vehicles (Capital)	910.56
440-4405-7650	Vehicle Maintenance	65.07
460-4605-7650	Vehicle Maintenance	16.20
470-2127	Retention Payable	-2,878.83
470-4705-8060	Sidewalk/Concrete Repair ..	57,576.50
520-5205-8314	Trustee Services	1,650.00
Grand Total:		741,461.35

Project Account Summary

Project Account Key	Payment Amount
None	710,798.64
202102-CDBG ADA Improv	1,500.00
202115-Outreach-Homeless Services Grant-(SGVCOG)	278.54
202207/225-2250-8100-Other Cap-FY22 St Rehab	27,300.00
202212-Pass Thru Dep-Solana MBK Site B	700.00
202217-Dep-Westminster Garden/Morrison House Proj	842.50
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	741,461.35



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 6295 - 211 ELECTRONIC SERVICES INC					
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/13/2022 - 6/19/2022	P 7754		2,835.00
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security-Memorial Day 5/30/2022	P7756		157.50
100-1610-7660	211 ELECTRONIC SERVICES INC	Yard Security 6/20/2022 - 6/26/2022	P 7755		2,835.00
Vendor 6295 - 211 ELECTRONIC SERVICES INC Total:					5,827.50
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 5/2022	200502		61.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 5/2022	200503		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Senior Ctr Plumbing Repairs	681646		2,200.00
Vendor 5561 - ALBERTOS PLUMBING Total:					2,200.00
Vendor: 4519 - AMERICAN RED CROSS					
100-1610-7616	AMERICAN RED CROSS	C-Splint/Training Equipment	PH05105995		62.57
Vendor 4519 - AMERICAN RED CROSS Total:					62.57
Vendor: T2806 - ANDRES ZELADA					
100-2120	ANDRES ZELADA	Field Rent Deposit Refund	R94440		250.00
Vendor T2806 - ANDRES ZELADA Total:					250.00
Vendor: T0320 - ARCADIA PARTY RENTALS					
100-1605-7758	ARCADIA PARTY RENTALS	July 3rd Table/Chair Rental Balance	378312		2,231.66
100-1605-7758	ARCADIA PARTY RENTALS	July 3rd Tablecloth Rental	378312-62222		132.68
Vendor T0320 - ARCADIA PARTY RENTALS Total:					2,364.34
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-2121	ARMSTRONG & WALKER LAND...	Landscape Plan Check-Solana (Duarte Station Apts)	5162022	202212-Pass Thru Dep-Solana ...	700.00
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					700.00
Vendor: 1491 - AUTOZONE					
100-1205-7615	AUTOZONE	EOC Trailer Battery Replacement	2814676656		93.32
Vendor 1491 - AUTOZONE Total:					93.32
Vendor: 6384 - BIG AIR BUENA PARK					
100-1750	BIG AIR BUENA PARK	Summer Adventure Camp Trip 7/6/2022	28,815		368.00
Vendor 6384 - BIG AIR BUENA PARK Total:					368.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762	250016-Oper of Acq Prop-1229 ...	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					1,586.67
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENSEN...	Labor Legal 5/2022	285548		2,505.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					2,505.00
Vendor: 5654 - CALIBER COMMERCIAL POOL SERVICE					
100-1610-7652	CALIBER COMMERCIAL POOL S...	Competition & Training Pool Service 5/2022	221070502		1,950.00

Council Warrant Register By Vendor

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7617	CALIBER COMMERCIAL POOL S...	Chemical Dosing of Pool 5/2022 (Extra)	221070503		1,567.06
Vendor 5654 - CALIBER COMMERCIAL POOL SERVICE Total:					3,517.06
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprints Apps 5/2022	583030		320.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					320.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC Printer Maintenance 2/28/22 - 5/30/22	6000746045		42.54
100-1825-7631	CANON SOLUTIONS AMERICA I...	CMD Printer Maintenance 2/28/22 - 5/30/22	6000790548		24.28
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					66.82
Vendor: 6229 - CAPITAL ONE					
100-1605-7730	CAPITAL ONE	Special Event Storage Bins	08630		25.86
100-1605-7741	CAPITAL ONE	Soccer Supplies	08631		82.56
100-1605-7735	CAPITAL ONE	TC Summer Kickoff Event	791344		354.66
100-1020-7716	CAPITAL ONE	3rd of July Event Supplies	07338		58.37
100-1605-7758	CAPITAL ONE	3rd of July Event Supplies	07338		34.92
Vendor 6229 - CAPITAL ONE Total:					556.37
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	CCCA Conference Expense Reimbursement	5/12/22-5/13/22		220.21
Vendor 6340 - CESAR A GARCIA Total:					220.21
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Building & Safety Srvc 5/2022	64266		34,095.29
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Permit Technician 5/2022	64266		165.00
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					34,260.29
Vendor: 5938 - CHRISTINA HEANY					
100-1405-7690	CHRISTINA HEANY	Planning Commission Meeting	6/6/2022		50.00
Vendor 5938 - CHRISTINA HEANY Total:					50.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4120908590		28.56
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4120908590		19.81
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4121684960		45.00
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4121684960		8.64
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4122361777		28.12
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4122361777		31.10
Vendor 5140 - CINTAS CORPORATION #693 Total:					161.23
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7729	CURO MANAGED PRINT PRODU...	Summer Kick-Off Promotion	5708		1,181.91
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,181.91
Vendor: T4504 - CZARINE VALDECANTOS					
100-2120	CZARINE VALDECANTOS	TC Rent Deposit Refund 6/5/22	R94368		300.00
Vendor T4504 - CZARINE VALDECANTOS Total:					300.00
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7618	DARRELL RAY CARROLL	Lock Repair	24486		185.00
100-1610-7618	DARRELL RAY CARROLL	Key Copies	24458		49.61
Vendor 5025 - DARRELL RAY CARROLL Total:					234.61
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Admin Citation Processing 5/2022	138711		892.09
Vendor 5501 - DATA TICKET INC Total:					892.09
Vendor: 6378 - DESERAY ALVARENGA					
100-1205-7780	DESERAY ALVARENGA	Animal Control Training 6/6/22 - 6/10/22	BCTC0047994		139.00
Vendor 6378 - DESERAY ALVARENGA Total:					139.00

Council Warrant Register By Vendor

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4159 - ECM PECO INC / PRECISION ELECTRIC CO					
100-1610-7652	ECM PECO INC / PRECISION ELE...	City Yard Electrical Design & Engineering 5/2022	229189		4,250.00
Vendor 4159 - ECM PECO INC / PRECISION ELECTRIC CO Total:					4,250.00
Vendor: T4508 - EDGAR GARCIA					
100-2120	EDGAR GARCIA	Field Rent Deposit Refund	R91399		250.00
Vendor T4508 - EDGAR GARCIA Total:					250.00
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		556.00
Vendor 6189 - ENTERPRISE FM TRUST Total:					4,993.55
Vendor: 5636 - EXPLORE CUSTOM CABINETS					
100-1610-7652	EXPLORE CUSTOM CABINETS	SC Counter Doors (2) Pairs	0092		1,400.00
Vendor 5636 - EXPLORE CUSTOM CABINETS Total:					1,400.00
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	4371		70.20
100-1605-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	4371		10.80
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					81.00
Vendor: 5844 - FIRST CALL BUSINESS SOLUTIONS					
100-1825-7631	FIRST CALL BUSINESS SOLUTIO...	Foldiing Machine Maintenance/Training	3978		360.00
Vendor 5844 - FIRST CALL BUSINESS SOLUTIONS Total:					360.00
Vendor: T0183 - FOOTHILL UNITY CENTER					
100-1205-7760	FOOTHILL UNITY CENTER	Homeless Outreach Program 5/2022	8429	202115-Outreach-Homeless Ser...	278.54
Vendor T0183 - FOOTHILL UNITY CENTER Total:					278.54
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146218		742.24
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146413		674.86
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146450		958.27
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146474		427.55
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	146530		212.04
Vendor 4690 - FULLER ENGINEERING INC Total:					3,014.96
Vendor: 6169 - FYREBRINGER STUDIOS INC					
100-1410-7980	FYREBRINGER STUDIOS INC	Andres Duarte Statue Annual Cleaning	1382		3,790.00
Vendor 6169 - FYREBRINGER STUDIOS INC Total:					3,790.00
Vendor: 5340 - GRAND PRINTING INC					
100-1825-7613	GRAND PRINTING INC	Public Safety Envelopes	112161		1,379.23
100-1825-7613	GRAND PRINTING INC	Business Cards	112188		197.13
Vendor 5340 - GRAND PRINTING INC Total:					1,576.36

Council Warrant Register By Vendor

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6383 - HASTINGS ZALKE VICTORY SPORTS EQUIPMENT					
100-1605-7741	HASTINGS ZALKE VICTORY SPO...	Rugby Flags	100256		108.00
Vendor 6383 - HASTINGS ZALKE VICTORY SPORTS EQUIPMENT Total:					108.00
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Transaction Tax Q4 2021	SIN018176		300.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					300.00
Vendor: 6311 - JA EVENT PRODUCTION					
100-1605-7758	JA EVENT PRODUCTION	July 3rd Sound & Stage Balance	0000040		7,400.00
Vendor 6311 - JA EVENT PRODUCTION Total:					7,400.00
Vendor: 4691 - JOE ESPINOSA					
100-1605-7758	JOE ESPINOSA	Independence Day Band	7/3/20022		1,600.00
Vendor 4691 - JOE ESPINOSA Total:					1,600.00
Vendor: T4501 - JORGE RUIZ					
100-2026	JORGE RUIZ	Equipment Deposit Refund	6162022		25.00
Vendor T4501 - JORGE RUIZ Total:					25.00
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY22 Federal Grant Administration 5/2022	7512		100.00
Vendor 5438 - LDM ASSOCIATES INC Total:					100.00
Vendor: T4393 - LEONOR NAJERA					
100-2120	LEONOR NAJERA	Field Rent Deposit Refund	R90821		250.00
Vendor T4393 - LEONOR NAJERA Total:					250.00
Vendor: T4507 - LOURDES LONA					
100-2120	LOURDES LONA	TC Rent Deposit Refund 6/11/2022	R94550		300.00
Vendor T4507 - LOURDES LONA Total:					300.00
Vendor: T2549 - MARIA MUNIZ					
100-2120	MARIA MUNIZ	CC Rent Deposit Refund 6/16/22	R94498		300.00
Vendor T2549 - MARIA MUNIZ Total:					300.00
Vendor: T4503 - MARYANN SALONGA					
100-2120	MARYANN SALONGA	ROP Bldg Rent Deposit Refund 6/4/22	R94432		150.00
Vendor T4503 - MARYANN SALONGA Total:					150.00
Vendor: 4286 - MAXTREME INC					
100-1605-7735	MAXTREME INC	TC Office 2021 (8) Licenses	13611		799.92
100-1815-7980	MAXTREME INC	Apple TV for CH Conference Room	13611		164.23
100-1815-7980	MAXTREME INC	PS Yubico Keys/Ethernet Cable	13611		999.89
100-1815-8011	MAXTREME INC	IT Testing PC Laptop w/Windows 11	13611		666.49
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2022	13613		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2022	13613		200.00
Vendor 4286 - MAXTREME INC Total:					11,530.53
Vendor: T4506 - MELISSA PESTANAS					
100-2120	MELISSA PESTANAS	CC Rent Deposit Refund 6/18/22	R94667		500.00
Vendor T4506 - MELISSA PESTANAS Total:					500.00
Vendor: T2469 - MERARI AQUINO					
100-1205-7780	MERARI AQUINO	Animal Control Training 6/6/22 - 6/10/22	ec29f322baec		143.17
Vendor T2469 - MERARI AQUINO Total:					143.17
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
100-2121	MOORE IACOFANO GOLTSMAN ...	Westminster Garden Project 5/2022 (R94281)	0075648	202217-Dep-Westminster Gard...	842.50
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					842.50

Council Warrant Register By Vendor

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5845 - NEC FINANCIAL SERVICES LLC					
100-1815-7830	NEC FINANCIAL SERVICES LLC	Mitel Phone System Pymt 54 of 60	61922-54		1,340.10
Vendor 5845 - NEC FINANCIAL SERVICES LLC Total:					1,340.10
Vendor: 6355 - PACIFIC SKATE SCHOOL LLC					
100-1605-7736	PACIFIC SKATE SCHOOL LLC	Skateboard Coach Fee (Spring 2)	6092022		336.00
Vendor 6355 - PACIFIC SKATE SCHOOL LLC Total:					336.00
Vendor: T4505 - PAMELA COLEMAN					
100-2120	PAMELA COLEMAN	Pool Rental Deposit Refund 6/4/22	R94593/R94214		200.00
Vendor T4505 - PAMELA COLEMAN Total:					200.00
Vendor: 5814 - PAMELA KAY ADAMS					
100-1750	PAMELA KAY ADAMS	SC Patriotic Show 7/1/2022	619815		350.00
Vendor 5814 - PAMELA KAY ADAMS Total:					350.00
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDING...	Document Shredding 6/1/2022	517979		58.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					58.00
Vendor: 6286 - PARTY PRONTO INC					
100-1605-7740	PARTY PRONTO INC	Summer Day Camp Rental 6/29/2022	O39585		408.00
Vendor 6286 - PARTY PRONTO INC Total:					408.00
Vendor: T3082 - PASADENA RUGBY FOOTBALL CLUB INC					
100-2120	PASADENA RUGBY FOOTBALL C...	Field Rent Deposit Refund	R90039/R91725		250.00
100-2120	PASADENA RUGBY FOOTBALL C...	Equipment Rent Deposit Refund	R90039/R91725		250.00
Vendor T3082 - PASADENA RUGBY FOOTBALL CLUB INC Total:					500.00
Vendor: 6357 - PHIL PEREZ					
100-1605-7758	PHIL PEREZ	July 3rd Event DJ	44721-1		575.00
100-1605-7729	PHIL PEREZ	Party in Summer Kickoff DJ 6/21/2022	44721		500.00
Vendor 6357 - PHIL PEREZ Total:					1,075.00
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB 1383 Implementation Consulting 5/2022	117329		2,447.50
Vendor 6372 - R3 CONSULTING GROUP Total:					2,447.50
Vendor: 6087 - REJOICE GRIFFIS					
100-1500	REJOICE GRIFFIS	Advance-Summer Camp Knott's Trip 7/2022	7/6/2022		175.00
Vendor 6087 - REJOICE GRIFFIS Total:					175.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Skate Park	8063		125.00
100-1415-7661	RUDY'S PLUMBING INC	Backflow Testing-Lower Sports Park	8065		125.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					250.00
Vendor: 6382 - SALINA BAUTISTA					
100-1405-7612	SALINA BAUTISTA	Notary Course Reimbursement	1113161		634.71
Vendor 6382 - SALINA BAUTISTA Total:					634.71
Vendor: T4502 - SANTIAGO LINARDI					
100-4302	SANTIAGO LINARDI	Citation Refund	DU020015888		60.00
Vendor T4502 - SANTIAGO LINARDI Total:					60.00
Vendor: 5497 - SARA VASQUEZ					
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	6/6/2022		50.00
Vendor 5497 - SARA VASQUEZ Total:					50.00

Council Warrant Register By Vendor

Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7653	SECTRAN SECURITY INC	June 2022 Courier Pick-up	22060554		319.88
Vendor 6277 - SECTRAN SECURITY INC Total:					319.88
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	General Criminal Prosecutions	29700		4,500.00
100-1015-7684	SILVER & WRIGHT LLP	2043 Citrus View Ave Legal 5/2022	29701		165.20
100-1015-7684	SILVER & WRIGHT LLP	Land Value Holdings Legal 5/2022	29701		542.80
100-1015-7684	SILVER & WRIGHT LLP	General Code Enforcement Legal 5/2022	29701		1,265.00
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 5/2022	29701		1,534.30
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 5/2022	29701		4,813.95
Vendor 5441 - SILVER & WRIGHT LLP Total:					12,821.25
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Janitorial/Council Supplies	529833		348.27
100-1810-7610	SMART & FINAL	Mgmt Aide Interviews 6/14/2022	613600		15.57
Vendor 0209 - SMART & FINAL Total:					363.84
Vendor: 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC					
100-1610-7618	SOUTHEAST CONSTRUCTION P...	Field Chalk	2205-107124		28.94
Vendor 0217 - SOUTHEAST CONSTRUCTION PRODUCTS INC Total:					28.94
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertising 5/2022	542305		2,468.45
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					2,468.45
Vendor: 2688 - STAPLES ADVANTAGE					
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3508647337		80.09
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3508647338		13.47
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3508647339		33.17
100-1805-7614	STAPLES ADVANTAGE	File Folder Labels	3509653558		35.44
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3509653558		98.11
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3509653559		7.92
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3509653560		290.84
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice # 350965360	3509804031		-10.37
Vendor 2688 - STAPLES ADVANTAGE Total:					548.67
Vendor: 5888 - STATE CONTROLLER					
100-1205-7761	STATE CONTROLLER	FTB Offsets 1/01/2021 - 12/31/2021	FTB-00004727		77.90
Vendor 5888 - STATE CONTROLLER Total:					77.90
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Monitoring Certificate	SA-22093		635.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/5/2022	SA-22965		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					795.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 5/2022	6152022		5,411.00
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					5,411.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 5/01/2022 - 5/31/2022	846455273		175.22
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					175.22
Vendor: 4751 - TOM'S CLOTHING & UNIFORMS INC					
100-1205-7636	TOM'S CLOTHING & UNIFORMS ...	A Solis Uniforms	20295		182.99
Vendor 4751 - TOM'S CLOTHING & UNIFORMS INC Total:					182.99

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Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7674	U.S. BANK PARS ACCOUNT #67...	FY22 Add'l OPEB Contribution	6/20/2022		406,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					406,000.00
Vendor: 6055 - VICTORIA ROCHA					
100-1810-7671	VICTORIA ROCHA	Interview Panel Lunch 6/14/2022	6/14/2022		92.00
Vendor 6055 - VICTORIA ROCHA Total:					92.00
Vendor: 5835 - WALLACE WOLFF					
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	6/6/2022		50.00
Vendor 5835 - WALLACE WOLFF Total:					50.00
Vendor: 6113 - WARDS SERVICE					
100-1610-7650	WARDS SERVICE	Vehicle #21 Tail Lamp Replacement	87578		202.89
Vendor 6113 - WARDS SERVICE Total:					202.89
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	80929351		154.70
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	80931773		2,076.48
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	80952313		37.69
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					2,268.87
Vendor: 1521 - WEST COAST ARBORISTS INC					
100-1415-7907	WEST COAST ARBORISTS INC	City Wide Tree Trimiming	186421		5,434.80
Vendor 1521 - WEST COAST ARBORISTS INC Total:					5,434.80
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-FC/Pool 5/2022	23208196		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-City Hall 5/2022	23208197		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Cmty Ctr 5/2022	23208202		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Senior Ctr 5/2022	23208203		65.40
100-1610-7652	WESTERN EXTERMINATOR CO...	Pest Control Srvcs-Teen Ctr 5/2022	23208211		65.40
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					327.00
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-Field Srvcs CNG 4/1/22 - 4/30/22	80684316		22.09
100-1410-7650	WEX BANK	Fuel-Field Srvcs CNG 5/1/22 - 5/31/22	81257232		21.68
Vendor 4797 - WEX BANK Total:					43.77
Vendor: 4413 - YOUNG REMBRANDTS					
100-1605-7736	YOUNG REMBRANDTS	Instructor Fee Spring 2022	14174624		573.30
Vendor 4413 - YOUNG REMBRANDTS Total:					573.30
Fund 100 - GENERAL FUND Total:					547,592.68
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 6359 - SEQUEL CONTRACTORS INC					
225-2127	SEQUEL CONTRACTORS INC	Retention-FY22 Street Rehab Project	#3		-1,365.00
225-2250-8100	SEQUEL CONTRACTORS INC	FY22 Street Rehab Project	#3	202207/225-2250-8100-Other ...	27,300.00
Vendor 6359 - SEQUEL CONTRACTORS INC Total:					25,935.00
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					25,935.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES CA	Grocery Outlet Sweeping 5/2022	200501		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00

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Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1060 - BEE REMOVERS					
240-2421-7887	BEE REMOVERS	Las Lomas LLD Bee Removal	600199		235.00
Vendor 1060 - BEE REMOVERS Total:					235.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance	7904762		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					20,636.07
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES					
240-2435-7887	COUNTY OF LOS ANGELES AGRIC...	Gopher Control-Ridgecrest LLD 4/2022	221743A		470.03
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/ WTS & MEASURES Total:					470.03
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DEP...	Traffic Signal Maintenance 4/2022	22050906731		4,794.95
Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:					4,794.95
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Parts-City Parks	4170837		528.31
240-2410-7888	LANDSCAPE WAREHOUSE III	Return-Irrigation Parts-City Parks	4170838		-77.92
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					450.39
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair- Encanto Park	7751		401.81
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Rd Median	8052		187.50
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Duarte Rd Median	8053		125.00
240-2421-7887	RUDY'S PLUMBING INC	Backflow Testing-Las Lomas Villas LLD	8054		125.00
240-2427-7887	RUDY'S PLUMBING INC	Backflow Testing-Rancho Verde LLD	8055		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Hacienda Park	8056		125.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract LLD	8057		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Orange Blossom Park	8058		125.00
240-2432-7887	RUDY'S PLUMBING INC	Backflow Testing-Las Posadas Villas LLD	8060		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Lena Valenzuela Park	8061		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Duarte Rd Median	8062		125.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Buena Vista Median	8064		125.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Entrance Park	8066		125.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2424-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Windsor LLD	8067		472.64
240-2421-7887	RUDY'S PLUMBING INC	Backflow Testing/Repair-Las Lomas Villas LLD	8068		472.64
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing/Repair-Duarte Plaza	8069		177.50
Vendor 4142 - RUDY'S PLUMBING INC Total:					3,087.09
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7888	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Encanto Park	119658361-001		36.34
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					36.34
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	City Wide Tree Trimming	186048		20,724.30
240-2410-7909	WEST COAST ARBORISTS INC	City Wide Tree Trimming	186048		12,982.05
240-2410-7906	WEST COAST ARBORISTS INC	City Wide Tree Trimining	186421		11,113.60
240-2410-7909	WEST COAST ARBORISTS INC	City Wide Tree Trimining	186421		29,605.35
240-2421-7887	WEST COAST ARBORISTS INC	City Wide Tree Trimining	186421		4,175.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					78,600.30
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					109,094.17
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-8061	LDM ASSOCIATES INC	FY21 CDBG City Hall ADA Improvements 5/2022	7513	202102-CDBG ADA Improv	1,500.00
Vendor 5438 - LDM ASSOCIATES INC Total:					1,500.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,500.00
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Dealer Refund	FBN4484442		-699.00
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 6/1/2022 - 6/30/2022	FBN4484442		615.05
Vendor 6189 - ENTERPRISE FM TRUST Total:					910.56
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					910.56
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies	2814674509		65.07
Vendor 1491 - AUTOZONE Total:					65.07
Fund 440 - PROPOSITION A TRANSIT FUND Total:					65.07
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
460-4605-7650	FAST 5 HOLDING COMPANY LLC	City Vehicle Cleaning 5/2022	4371		16.20
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					16.20
Fund 460 - PROPOSITION C TRANSIT FUND Total:					16.20
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 6341 - DASH CONSTRUCTION COMPANY INC					
470-2127	DASH CONSTRUCTION COMPA...	Retention- FY22 Citywide Concrete Repair Project	1		-2,878.83
470-4705-8060	DASH CONSTRUCTION COMPA...	FY22 Citywide Concrete Repair Project	1		57,576.50
Vendor 6341 - DASH CONSTRUCTION COMPANY INC Total:					54,697.67
Fund 470 - MEASURE R LR TRANSIT FUND Total:					54,697.67

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Payment Dates: 6/16/2022 - 6/29/2022

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 520 - TOWN CENTER DEBT SERVICE FUND					
Vendor: 5573 - U.S. BANK CORPORATE TRUST SERVICES					
520-5205-8314	U.S. BANK CORPORATE TRUST S...	2013 COP Trustee Fees 4/1/22 - 3/31/23	6501306		1,650.00
Vendor 5573 - U.S. BANK CORPORATE TRUST SERVICES Total:					1,650.00
Fund 520 - TOWN CENTER DEBT SERVICE FUND Total:					1,650.00
Grand Total:					741,461.35

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	547,592.68
225 - SB-1, Road Maintenance/Rehab Fund	25,935.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	109,094.17
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	1,500.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	910.56
440 - PROPOSITION A TRANSIT FUND	65.07
460 - PROPOSITION C TRANSIT FUND	16.20
470 - MEASURE R LR TRANSIT FUND	54,697.67
520 - TOWN CENTER DEBT SERVICE FUND	1,650.00
Grand Total:	741,461.35

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	220.21
100-1010-7670	Legal Notices	2,468.45
100-1015-7682	Labor Counsel Legal	2,505.00
100-1015-7684	Code Enforcement Legal	12,821.25
100-1020-7716	Special Community Events	58.37
100-1020-7724	Post Office Parking	115.00
100-1205-7615	Emergency Supplies	93.32
100-1205-7636	Uniforms	182.99
100-1205-7650	Vehicle Maintenance	70.20
100-1205-7655	Emergency Services	175.22
100-1205-7760	Homeless Outreach Progr...	278.54
100-1205-7761	Parking Ticket Collect	6,380.99
100-1205-7780	Animal Control	282.17
100-1405-7612	Publications and Dues	634.71
100-1405-7614	Office Supplies	415.12
100-1405-7690	Planning Commission	150.00
100-1405-7800	Building Department Serv...	34,260.29
100-1405-7965	Professional Services	100.00
100-1410-7650	Vehicle Maintenance	43.77
100-1410-7656	Emergency Generator	795.00
100-1410-7810	Street Sweeping	122.00
100-1410-7980	Other Expenses	3,790.00
100-1415-7661	Other Serv-Sports Park	250.00
100-1415-7907	Tree Trim-Sports Park	5,434.80
100-1415-7916	Landscape-Sport Park	1,430.00
100-1500	Advances	175.00
100-1605-7650	Vehicle Maintenance	10.80
100-1605-7729	Concerts In The Park	1,681.91
100-1605-7730	Special Events	25.86
100-1605-7735	Teen Center	1,154.58
100-1605-7736	Youth & Adult Recreation...	909.30
100-1605-7740	Day Camps	408.00
100-1605-7741	Sports/Playground Progr...	190.56
100-1605-7758	Independence Day Celebr...	11,974.26
100-1610-7616	Pool Supplies	62.57
100-1610-7617	Pool Chemicals	4,582.02
100-1610-7618	Building Supplies	2,880.69
100-1610-7636	Uniforms	101.68
100-1610-7650	Vehicle Maintenance	202.89
100-1610-7652	Building Maint Services	10,186.55
100-1610-7660	Other Services	5,827.50
100-1750	Prepaid Charges	718.00
100-1805-7614	Office Supplies	35.44
100-1805-7653	Bank Charges	319.88

Account Summary

Account Number	Account Name	Payment Amount
100-1805-7965	Professional Services	300.00
100-1810-7610	Travel, Mtgs & Conf	15.57
100-1810-7660	Other Services	320.00
100-1810-7671	Recruiting Advertisements	92.00
100-1815-7830	Telephones	1,340.10
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	1,364.12
100-1815-8011	Computer Equipment (Cap..	666.49
100-1825-7613	Duplications And Photos	1,674.47
100-1825-7631	Equipment Maintenance	426.82
100-1825-7674	Retiree Health Insurance	406,000.00
100-1825-7687	Waste Mgmt Services	2,447.50
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	58.00
100-1830-8100	Vehicle Replacement (Cap...	4,993.55
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	3,000.00
100-2121	Pass Through Deposits	1,542.50
100-4302	Parking Citations	60.00
225-2127	Retention Payable	-1,365.00
225-2250-8100	Other Capital Improvemnts	27,300.00
240-2405-7890	Repairs-Traffic Signal	4,794.95
240-2410-7662	Other Serv-Citywide	1,079.31
240-2410-7663	Other Serv-Medians	562.50
240-2410-7888	Repairs-Citywide	486.73
240-2410-7906	Tree Trim-Citywide	31,837.90
240-2410-7909	Tree Trim-Residential	42,587.40
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7887	Repairs & Replacements	125.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7887	Repairs & Replacements	5,007.64
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7887	Repairs & Replacements	472.64
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	784.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7887	Repairs & Replacements	125.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7887	Repairs & Replacements	125.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7887	Repairs & Replacements	470.03
240-2435-7914	Landscape Maintenance	500.00
260-2605-8061	ADA Curb Ramps (Capital)	1,500.00
320-3205-8013	Vehicles (Capital)	910.56
440-4405-7650	Vehicle Maintenance	65.07
460-4605-7650	Vehicle Maintenance	16.20
470-2127	Retention Payable	-2,878.83
470-4705-8060	Sidewalk/Concrete Repair ..	57,576.50
520-5205-8314	Trustee Services	1,650.00
Grand Total:		741,461.35

Project Account Summary

Project Account Key	Payment Amount
None	710,798.64
202102-CDBG ADA Improv	1,500.00
202115-Outreach-Homeless Services Grant-(SGVCOG)	278.54
202207/225-2250-8100-Other Cap-FY22 St Rehab	27,300.00
202212-Pass Thru Dep-Solana MBK Site B	700.00
202217-Dep-Westminster Garden/Morrison House Proj	842.50
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	741,461.35



PUBLIC SAFETY STATUS REPORT June 2022



PROJECT/PROGRAM STATUS	
<u>L.A. COUNTY SHERIFF'S DEPARTMENT</u>	
1. Part 1 Crimes	We are currently down one Part 1 Crime as compared to last year to date at -.45%.
2. Special Assignment Team	The Special Assignment team continues to focus on catalytic convertor thefts and commercial burglaries that have been occurring in the early morning hours. As such, they have been running early morning operations to deter crimes and identify potential suspects.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Measure H Grant	The City of Duarte currently has NO Measure H grant funds that we are administering. The last of the funds expired on May 31, 2022. The SGVCOG will be overseeing the Measure H funds and as such they will be coordinating services.
2. Outreach Coordinator	Outreach Coordinator Tony Hadloc has been assigned to this position since August, 2018. Tony assisted in completing the LAHSA homeless count on February 22. We are still waiting on the 2022 Homeless count numbers.
3. Riverbed Areas	The Army Corps of Engineers is in the process of putting together a meeting of all stakeholders to discuss future riverbed clean up operations.
4. Foothill Unity Center	The City of Duarte contracted with Foothill Unity Center for navigation services from April 1, 2022, to June 30, 2022. This helped bridge homeless navigation services while the San Gabriel Valley Council of Governments executes agreements with providers for services to be provided to cities in the San Gabriel Valley.
4. 2020 LAHSA Official Homeless Count	Duarte – 25 Monrovia – 77 Arcadia – 106 Glendora – 145 Azusa – 243 *Waiting on 2022 Homeless Count numbers
<u>EMERGENCY PREPAREDNESS</u>	
1. Emergency Operations Center	On Sunday, June 12, 2022, the EOC was activated for the Fish Fire. No damage to property was noted and the fire was extinguished by L. A. County Fire and the U.S. Forestry Department. An emergency was declared by order of a City Council Resolution on June 14, 2022.

PROJECT/PROGRAM	STATUS
	The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is still no end date for COVID – 19 operations.



City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended May 31, 2022
(91.7% of FY 2021-22 Completed)

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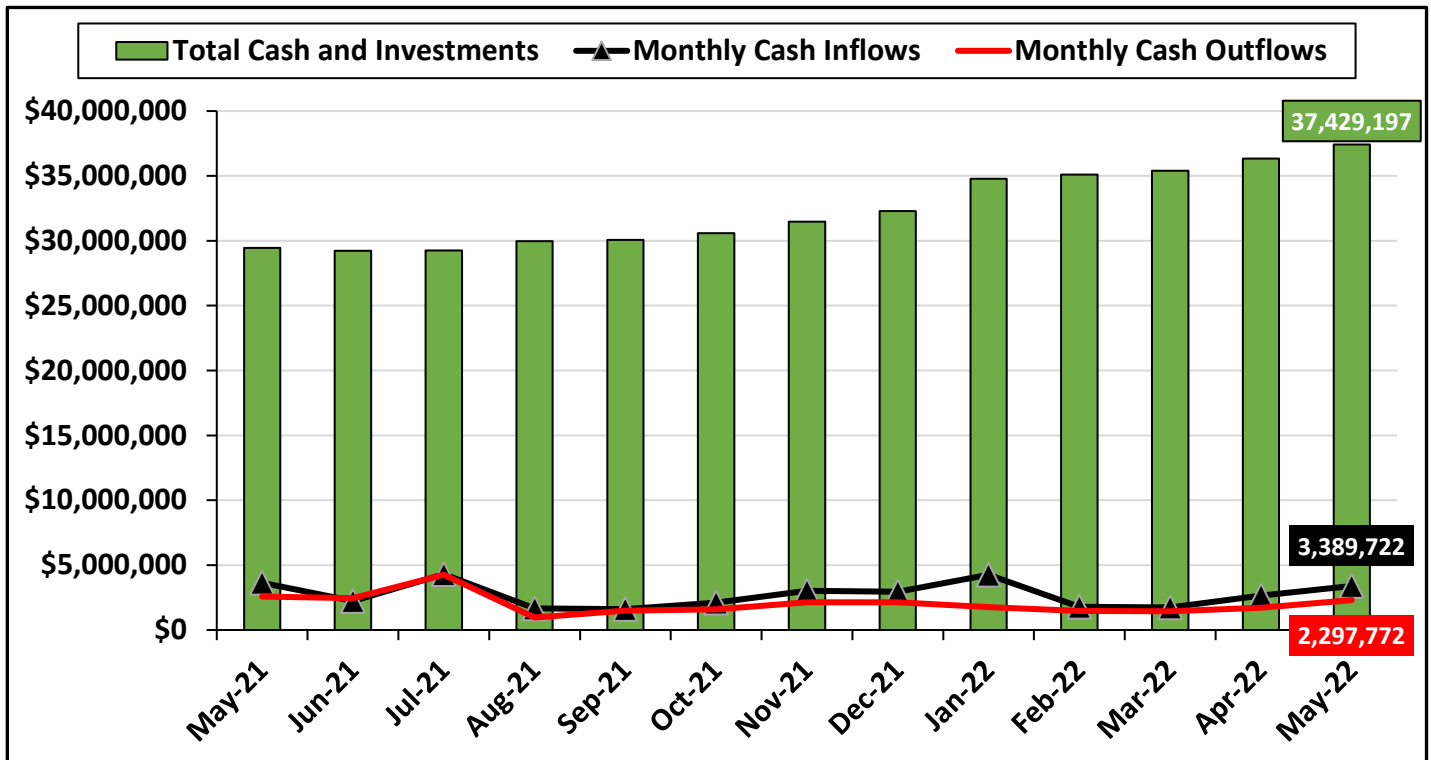
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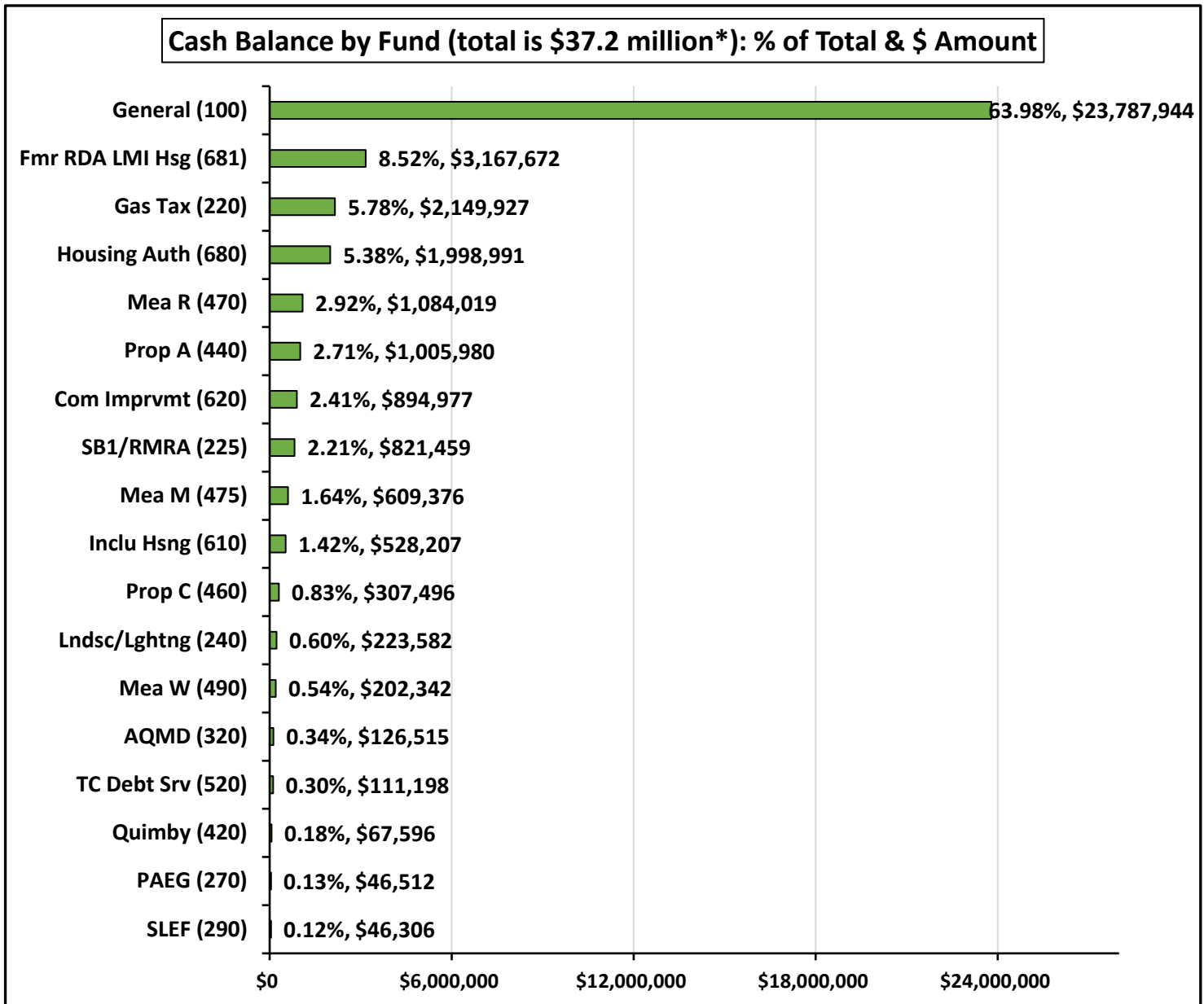
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended May 31, 2022

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (05/01/2022)	\$20,857,675	\$15,479,572	\$36,337,247
Cash Inflows			
Receipts	\$3,389,722	\$0	\$3,389,722
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,389,722	\$0	\$3,389,722
Cash Outflows			
Disbursements	\$2,297,772	\$0	\$2,297,772
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$2,297,772	\$0	\$2,297,772
Net Activity	\$1,091,951	\$0	\$1,091,951
Ending Balance (05/31/2022)	\$21,949,625	\$15,479,572	\$37,429,197



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

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended May 31, 2022



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

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

CITY OF DUARTE

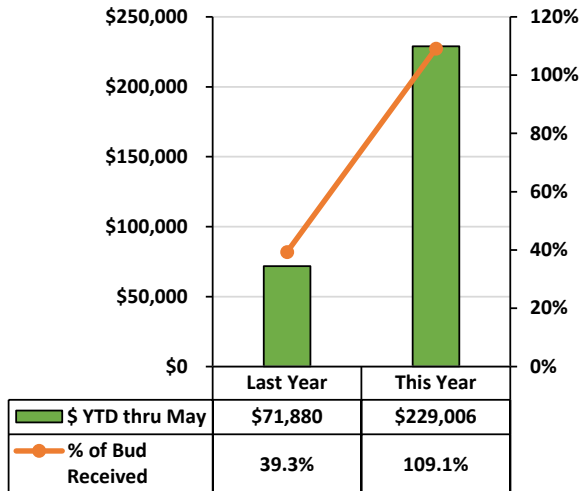
General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through May versus Prior Year



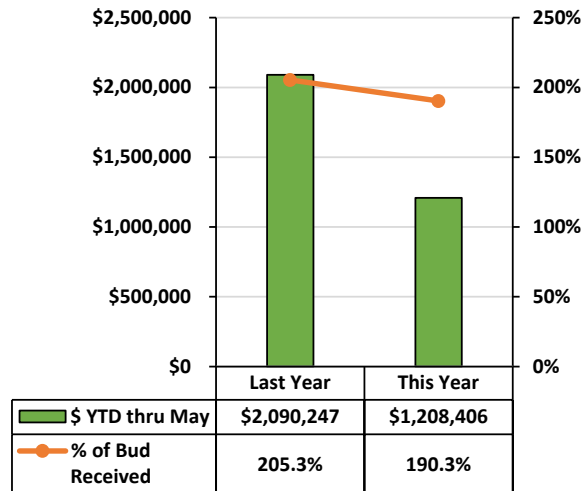
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through May versus Prior Year

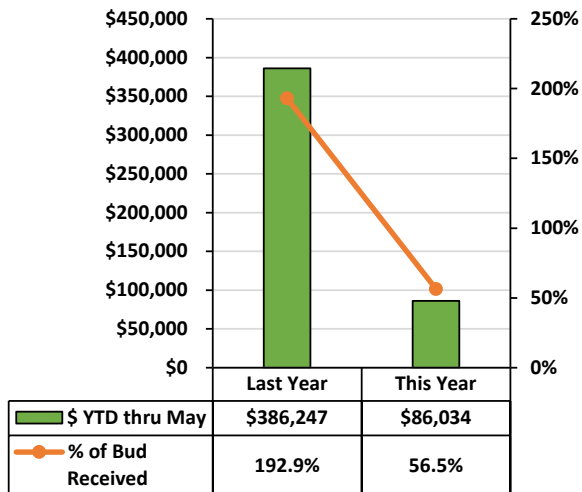
Recreation Fees



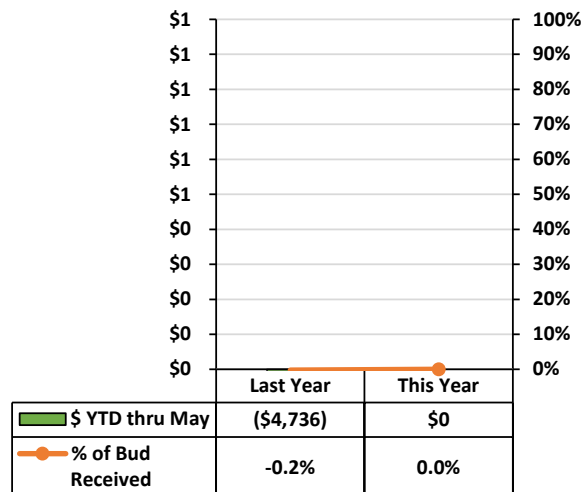
Other Service Charges



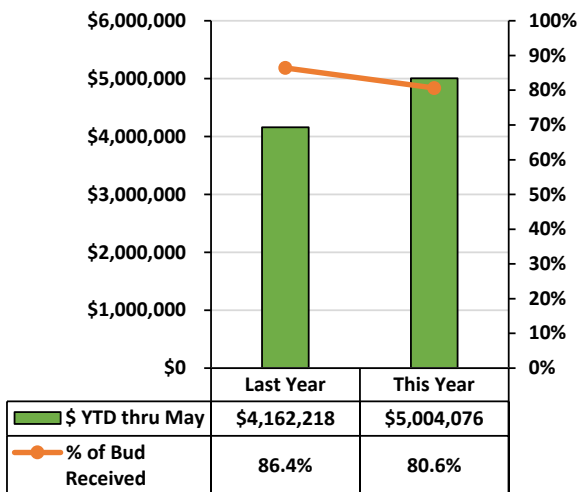
Miscellaneous



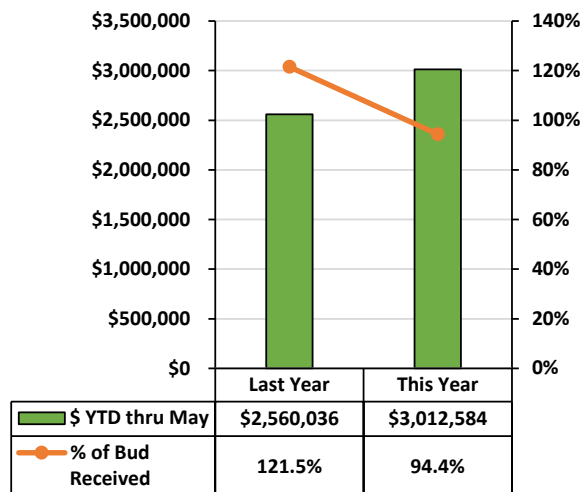
Reimbursements



Sales and Use Tax



Transactions (New Sales) Tax



CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2021-22 Year-to-Date Through May versus Prior Year



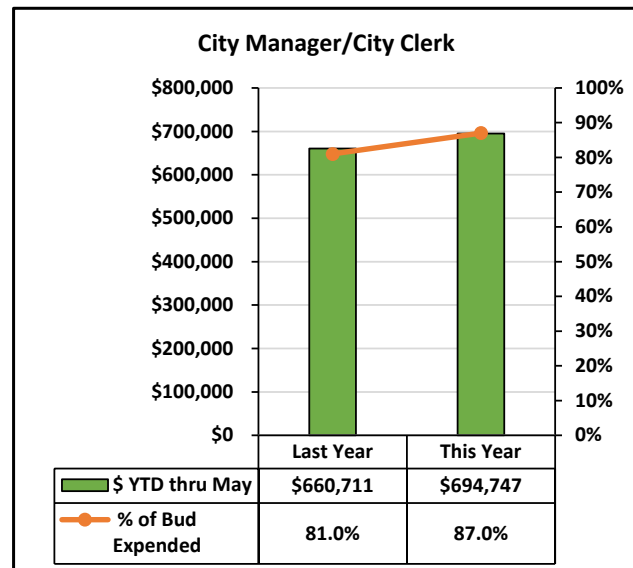
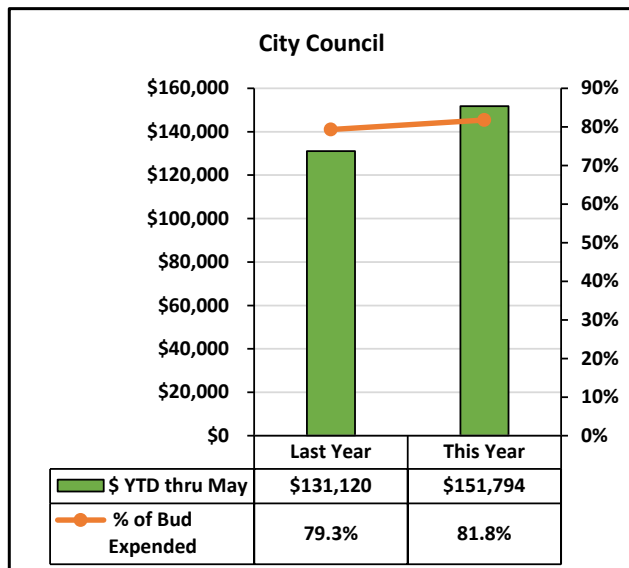
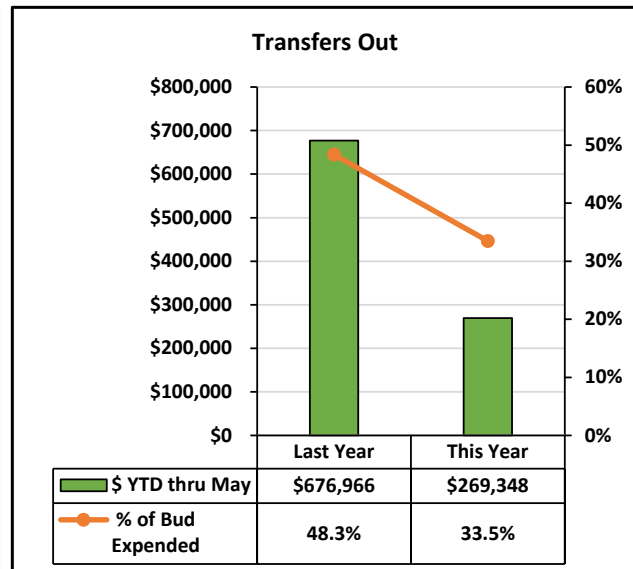
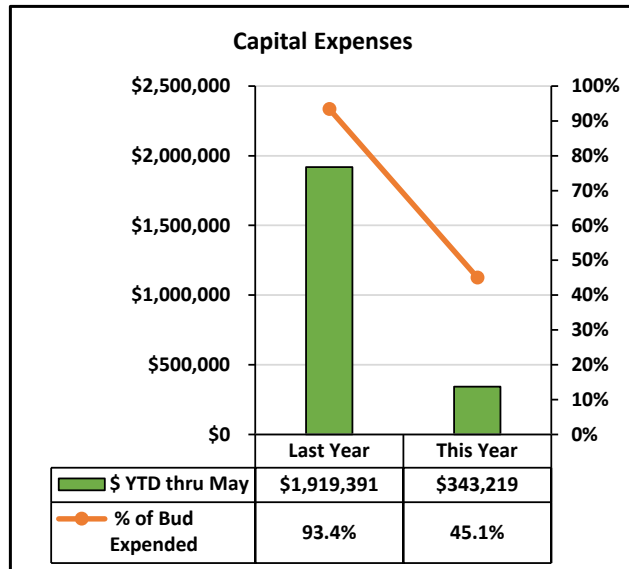
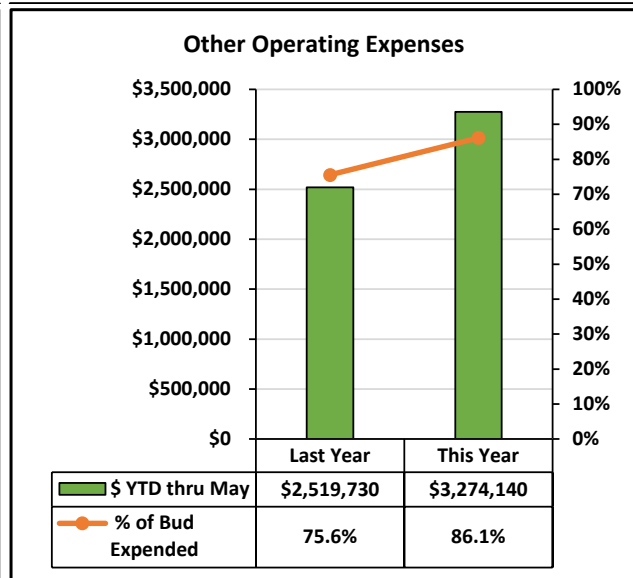
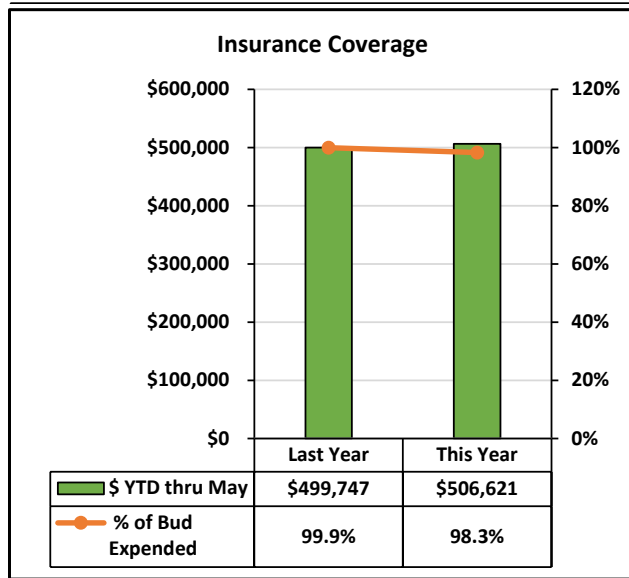
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through May versus Prior Year



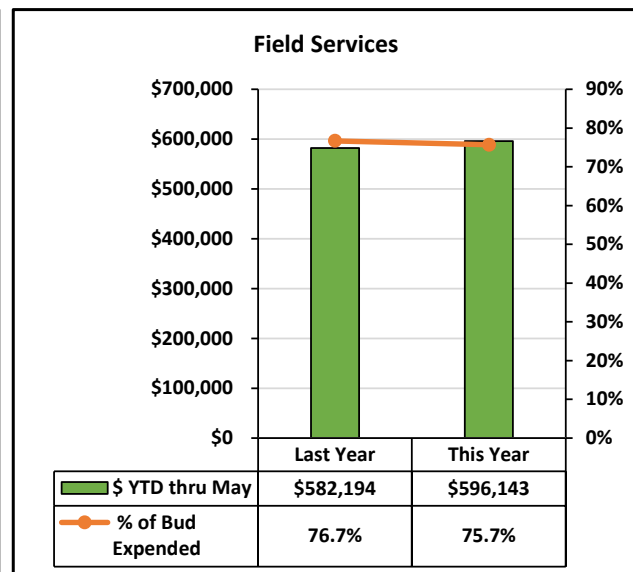
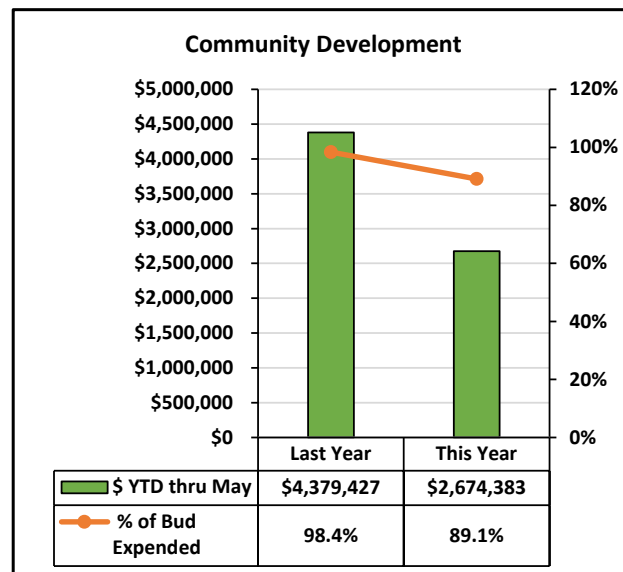
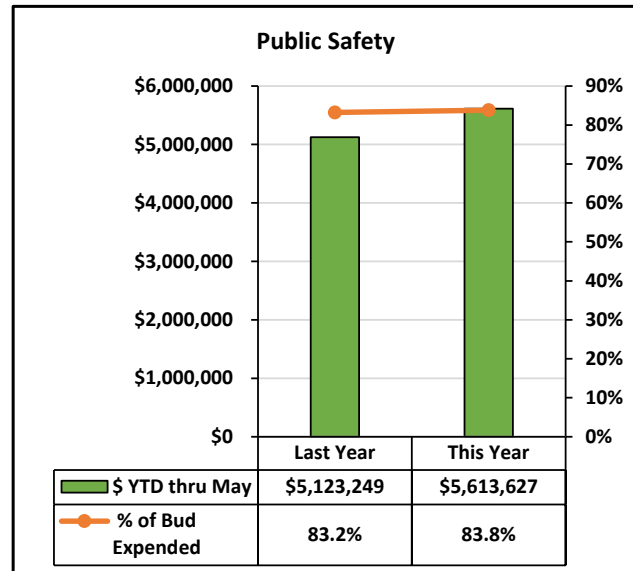
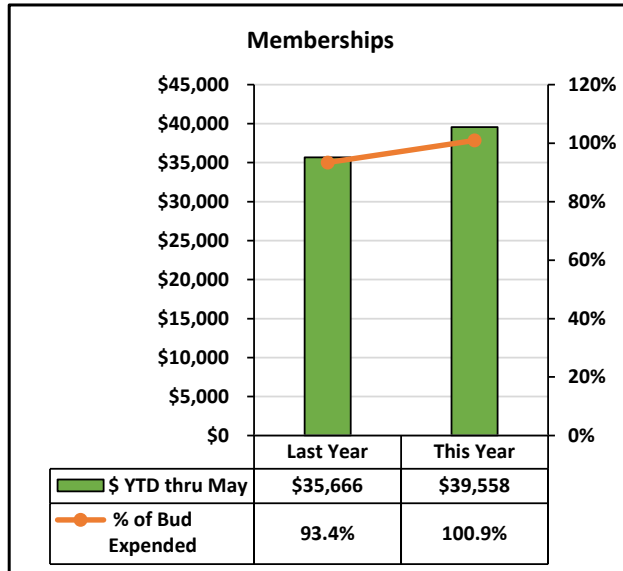
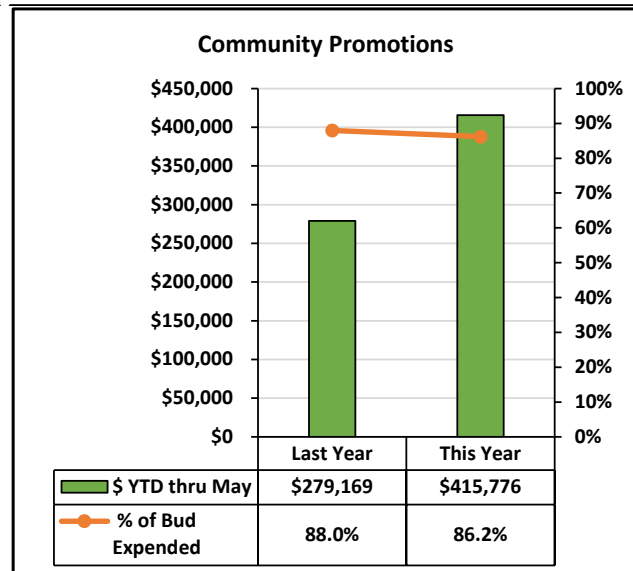
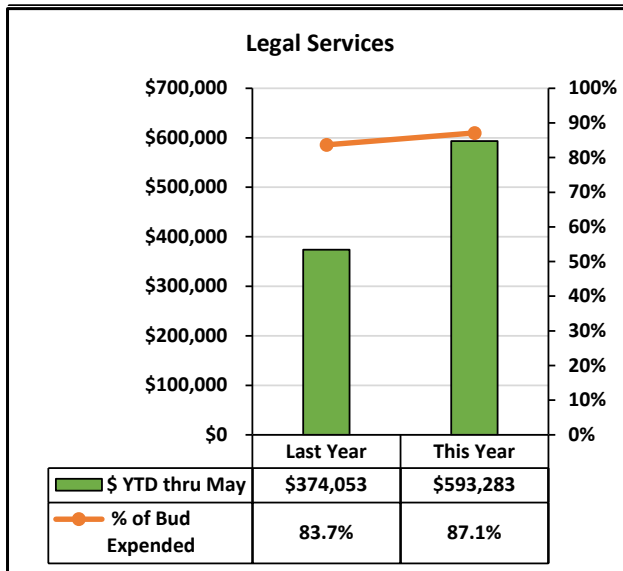
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through May versus Prior Year



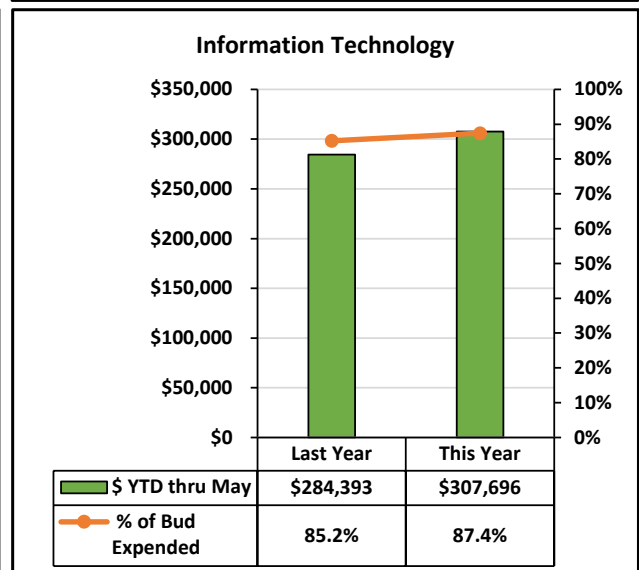
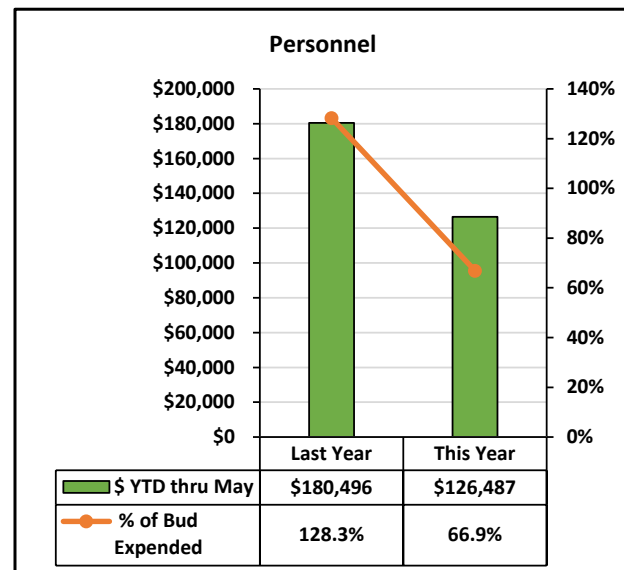
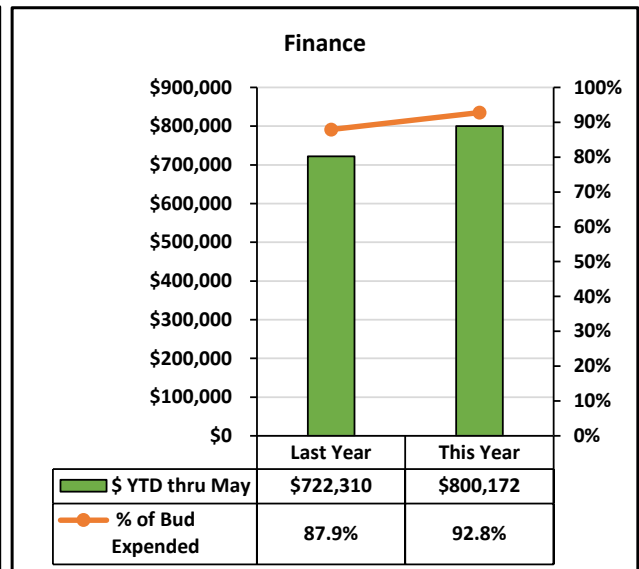
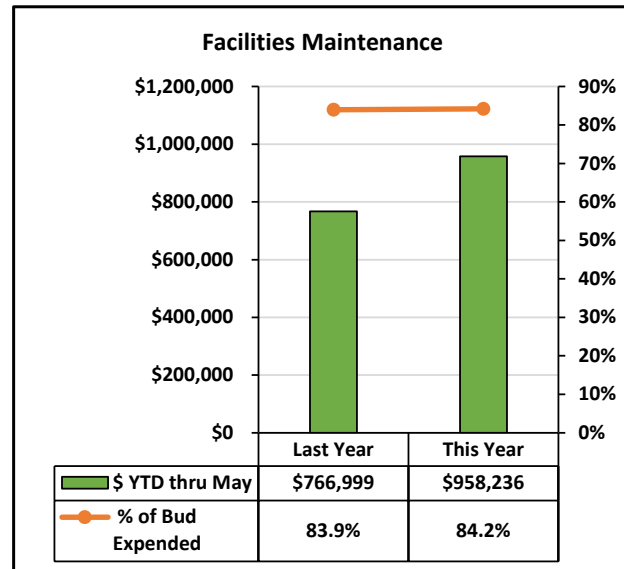
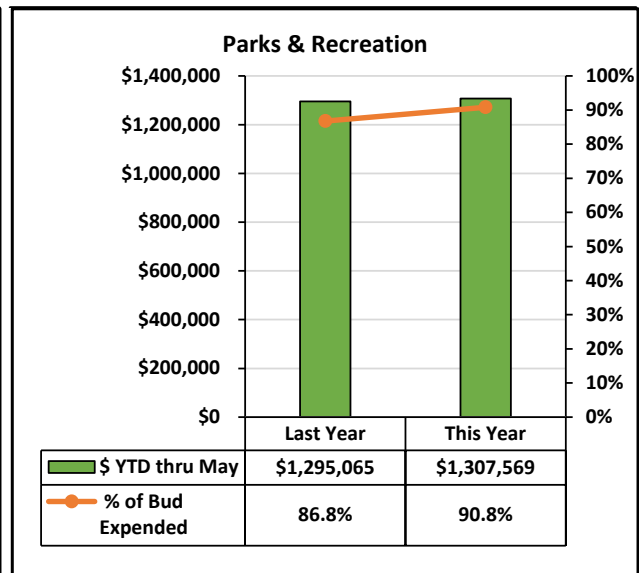
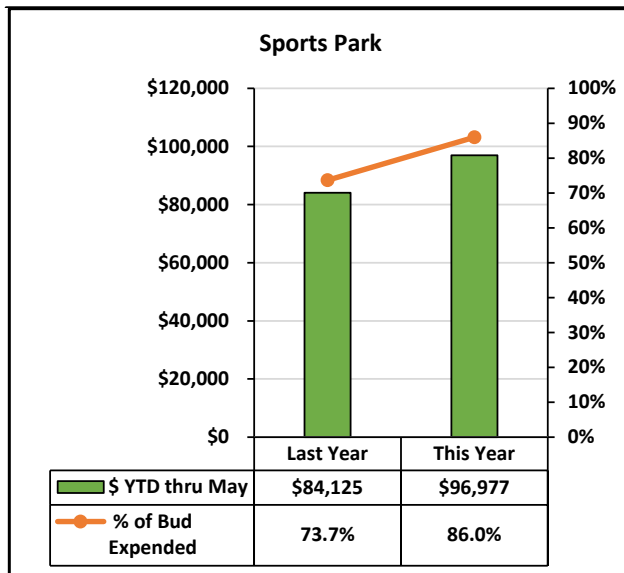
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through May versus Prior Year



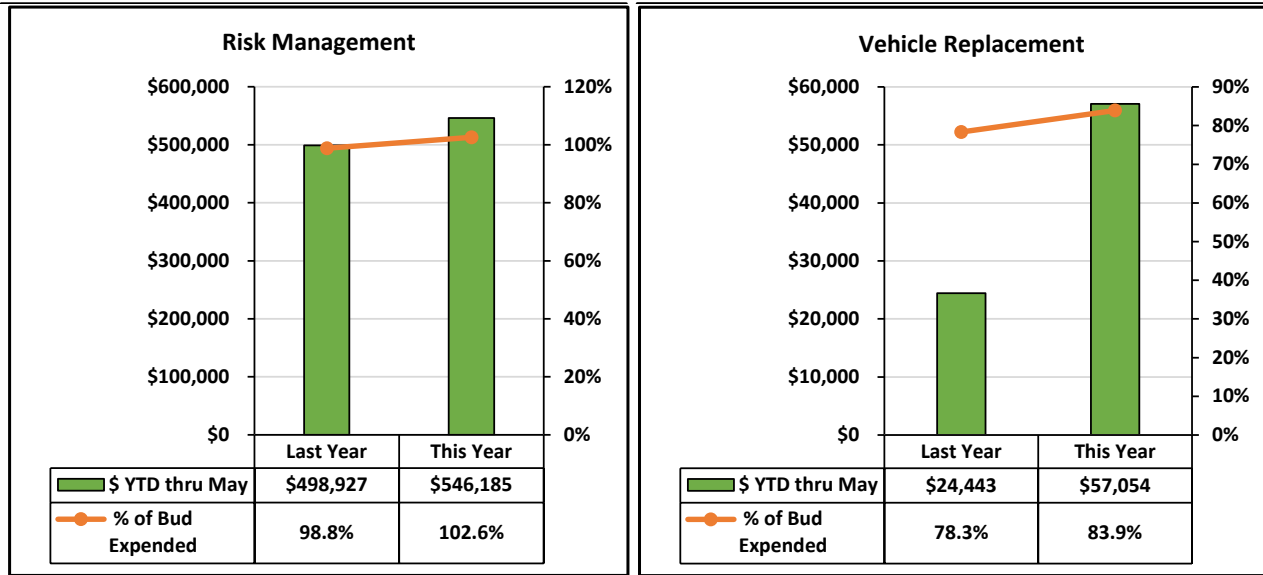
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through May versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2021-22 Year-to-Date Through May versus Prior Year



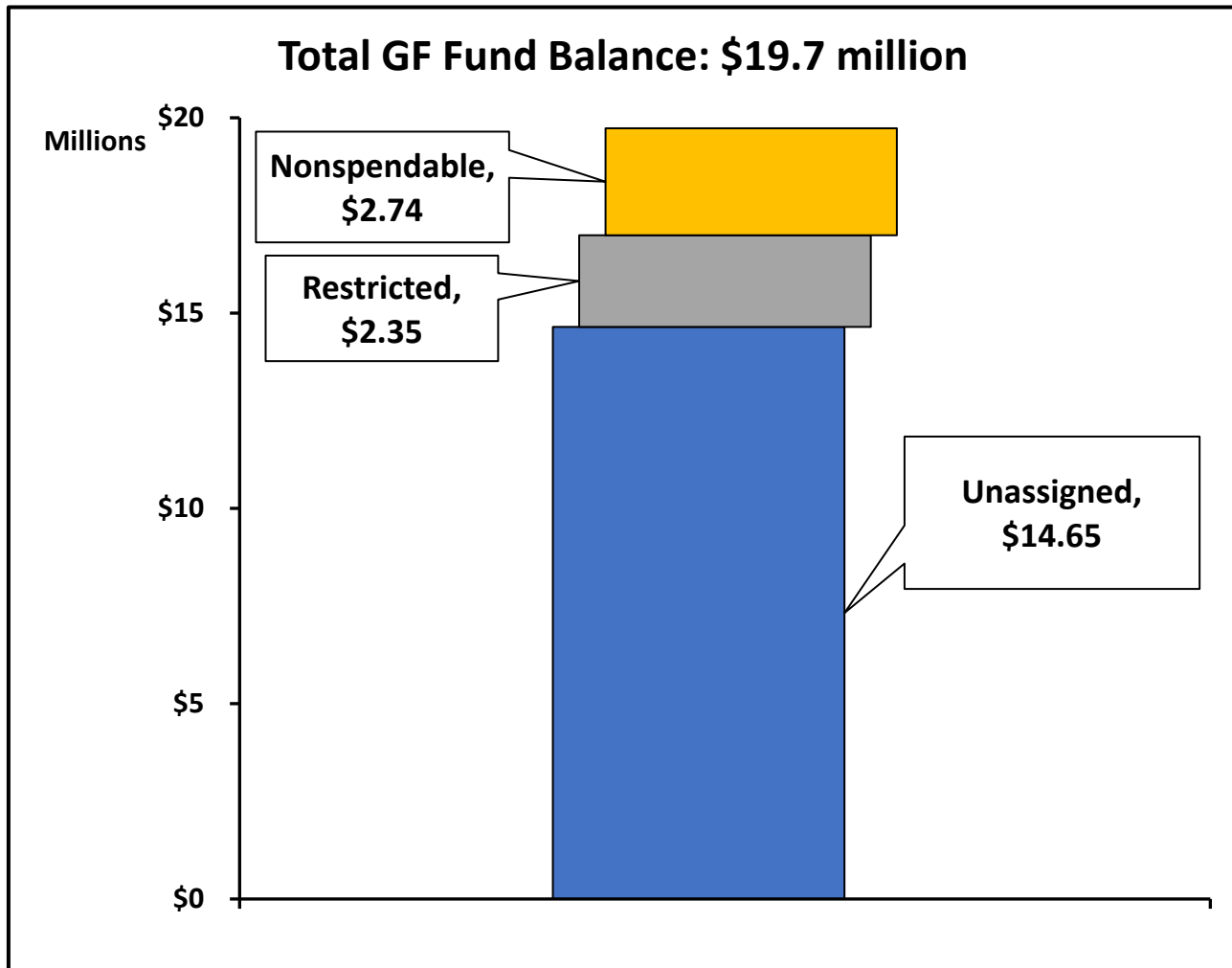
CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2021-22 Year-to-Date Through May

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	19,734,107	22,249,969	0	16,622,463	269,348	5,358,159	25,092,266
220	Gas Tax	2,095,465	427,088	0	523,558	0	(96,470)	1,998,995
225	SB1/RMRA	546,342	320,589	0	87,976	0	232,613	778,955
240	Lghtng & Lndscpng	105,278	970,552	0	1,039,674	0	(69,122)	36,156
260	CDBG	(36)	3,658	0	4,050	0	(392)	(428)
270	PAEG	36,139	24,322	0	13,950	0	10,373	46,512
290	Supp Law Enfrcmnt	0	161,331	0	149,024	0	12,308	12,308
300	Bike & Ped Safety	0	0	0	44,100	0	(44,100)	(44,100)
320	Air Quality (AQMD)	130,152	13,664	0	17,300	0	(3,636)	126,516
400	Park Development	0	0	0	0	0	0	0
420	Quimby	67,533	63	0	0	0	63	67,596
440	Prop A	825,277	539,512	0	390,712	0	148,800	974,077
460	Prop C	182,526	415,473	0	316,786	0	98,687	281,213
470	Mea R	1,071,493	312,526	0	357,577	0	(45,051)	1,026,442
475	Mea M	339,987	317,889	0	48,500	0	269,389	609,376
490	Mea W	50,454	248,467	0	106,857	0	141,610	192,064
520	Town Cntr Debt Serv	262,101	128	0	151,030	0	(150,902)	111,199
521	Infra Mod Debt Srv	1,195	1	220,837	220,837	0	1	1,196
610	Inclusionary Hsng	527,716	491	0	0	0	491	528,207
620	Community Impr	776,404	322,234	48,511	266,107	0	104,638	881,042
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,019,657	2,113	0	22,779	0	(20,666)	1,998,991
681	Fmr RDA L/M Hsg	4,055,055	2,948	1,200,000	8,578	0	1,194,370	5,249,425
Total - All Funds		32,826,845	26,333,017	1,469,348	20,391,856	269,348	7,141,162	39,968,007

CITY OF DUARTE

Components of Fund Balance in the General Fund as of 7/1/2021



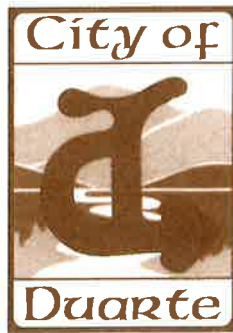
"Nonspendable" Fund Balance: \$2.74 million: "Nonspendable" fund balance consists of assets that are inherently unspendable in their current form. All of Duarte's \$2.74 million in nonspendable assets consist of the book value of land held for resale.

"Restricted" Fund Balance: \$2.35 million: Consists of amounts with externally enforceable legal restrictions on the use of the funds. Of the City's restricted funds, the largest portion - over \$2.1 million - may only be used to enhance economic development within the Town Center Specific Plan area.

"Unassigned" Fund Balance: \$14.65 million: This category of fund balance is generally synonymous with the City's discretionary General Fund reserves. These funds may be used for any legitimate governmental expense.

CITY OF DUARTE
Capital Improvement Program (CIP) Project Budget-to-Actual Status
FY 2021-22 Year-to-Date Through May

Project Name	21-22 Budget	YTD Expenses	% of Budget Expended
Streets and Roads			
Annual Street Rehabilitation Project (incl PS&E)	661,480	476,756	72%
Mea. M Multi-Year Sbrgnl Plan (1st/Last Mile & Strts)	648,342	66,372	10%
Duarte Road Sidewalk and Pedestrian Lighting	467,300	461,456	99%
Highland and Huntington Traffic Signal Upgrades	360,000	39,500	11%
Buena Vista/Central/Evergreen Traffic Signal Imp	300,000	0	0%
ATP Cycle 4	247,000	137,420	56%
Annual Concrete Repair Project	150,000	0	0%
Towncenter Sidewalk Improvments	125,000	12,310	10%
Annual Striping Project	50,000	0	0%
Annual Trench Repair Project	40,000	0	0%
Huntington Drive PS&E And Traffic Study	40,000	0	0%
Subtotal - Streets and Roads	3,089,122	1,193,814	
NPDES			
CPS/ ARS Catch Basin Unit Installation - LA County	110,000	0	0%
CPS/ ARS Catch Basin Unit Installation - Citywide	80,000	60,277	75%
Coordinated Integrated Monitoring Program	70,989	0	0%
Subtotal - NPDES	260,989	60,277	
Municipal Buildings, Grounds, Parks & Trails			
Duarte City Hall Courtyard Improvement Project	650,000	124,956	19%
South Yard Fencing	262,000	0	0%
Duarte Park Playground Equipment	211,000	0	0%
Civic Center Paint/Fascia Project	120,000	0	0%
Electronic Sign Upgrades	100,000	0	0%
City Hall Interior Counter Tops ADA Compliance	85,000	0	0%
Subtotal - Muni Bldgs, Grounds, Parks & Trails	1,428,000	124,956	
TOTAL - ALL CIP PROJECTS	4,778,111	1,379,047	



Proclamation

2022 NATIONAL MOSQUITO CONTROL AWARENESS WEEK

WHEREAS, the American Mosquito Control Association is dedicated to preserving the public's health and wellbeing through the use of safe environmentally sound mosquito control programs since 1935; and,

WHEREAS, the Los Angeles County Department of Public Health concluded San Gabriel Valley communities accounted for 41% of LA County's West Nile virus human cases in 2021; and,

WHEREAS, excess numbers of mosquitoes decrease standards of living, diminish enjoyment of the outdoors, public parks and playgrounds, hinder outdoor work, and reduce property values; and,

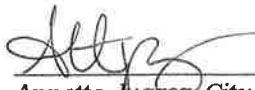
WHEREAS, the threat of Aedes mosquitoes in our community increases the risk of a local outbreak of dengue fever, Zika, yellow fever, and chikungunya; and,

WHEREAS, the City of Duarte in cooperation with the San Gabriel Valley Mosquito & Vector Control District has been involved in protecting public health from mosquito-borne illnesses; and,

NOW, THEREFORE, BE IT RESOLVED that the Duarte City Council hereby proclaims the week of June 19 through June 25, 2022 as NATIONAL MOSQUITO CONTROL AWARENESS WEEK in the City of Duarte

Margaret Finlay, Mayor

ATTEST:



Annette Juarez, City Clerk
Duarte, California



Agenda Item: 7G

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Adoption of November 8, 2022, General Municipal Election Resolutions

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 22-20 calling for a General Municipal Election to be held on November 8, 2022; Resolution No. 22-21 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 22-22 adopting regulations pertaining to candidate statements.

FISCAL IMPACT: The estimated cost of conducting the 2022 General Municipal Election is \$45,000. Funding for the election was included in the proposed Fiscal Year 2022-23 budget.

BACKGROUND

In preparation for the November 8, 2022 General Municipal Election to fill Duarte City Council seats representing District 1, District 4, District 5, and District 6 for four-year terms, it is necessary to adopt resolutions initiating the process and requesting election services from the Los Angeles County Registrar Recorder/County Clerk, requesting that the Los Angeles County Board of Supervisors consolidate the City of Duarte's General Municipal Election with the Statewide General Elections, and set regulations pertaining to candidate statements.

DISCUSSION/ANALYSIS

The City of Duarte is divided into seven Council districts with each Councilmember being elected by the voters residing within their specified district area. There will be four City Council seats up for election in November 2022, each seat is for a term of four-years.

The election timeline is as follows:

Nomination Period: July 18, 2022, through August 12, 2022

Extended Nomination Period: August 17, 2022*

*A five-day extension of the nomination only applies if an eligible incumbent does not file within the nomination period.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-20 calling for a General Municipal Election to be held on November 8, 2022; Resolution No. 22-21 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 22-22 adopting regulations pertaining to candidate statements.

FISCAL IMPACT

The estimated cost of conducting the 2022 General Municipal Election is \$45,000. Funding for the election was included in the proposed Fiscal Year 2022-23 budget.

ATTACHMENT

- Attachment 1 – Resolution No. 22-20
- Attachment 2 – Resolution No. 22-21
- Attachment 3 – Resolution No. 22-22

RESOLUTION NO. 22-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022, for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Duarte, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing four Members of the City Council for the full term of four years.

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 28th day of June 2022.

Margaret Finlay, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-20 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of June, 2022, by the following vote:

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

Annette Juarez
City Clerk

RESOLUTION NO. 22-21

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

WHEREAS, the City Council of the City of Duarte called a General Municipal Election to be held on November 8, 2022, for the purpose of the election of one Member of the City Council in each District 1, District 4, District 5, and District 6; and

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

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8, 2022, for the purpose of the election of one Member of the City Council in each District 1, District 4, District 5, and District 6.

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

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

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

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County election department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 28th day of June 2022.

Margaret Finlay, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-21 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of June 2022, by the following vote:

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

Annette Juarez
City Clerk

RESOLUTION NO. 22-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Duarte on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk or her designee. The statement may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Chinese and Spanish.
- B. The County will print and mail voter information guides and candidate statements to all voters in Chinese and Spanish or the County will mail separate voter information guides and candidate statements in Chinese and Spanish to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidate statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

- 1. The candidate shall not be required to pay for the cost of translating the candidate statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing (choose one or more as appropriate):

1. The candidate shall not be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall not be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall not be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall not be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk or her designee shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency their estimated pro rata share as a condition of having their statement included in the voter pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk and her designee are not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk or her designee may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk or her designee shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk or her designee shall allow bold type, underlining, capitalization, indentations, bullets, and leading hyphens to the same extent and manner as allowed in previous City elections.
- C. The City Clerk or her designee shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk or her designee shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing Council policy on payment for candidate statements are repealed.

SECTION 8. That this Resolution shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

SECTION 9. That the City Clerk or her designee shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Margaret Finlay, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-22 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of June 2022, by the following vote:

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

Annette Juarez
City Clerk



Agenda Item: 7H

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Citywide Salary Schedule Effective July 1, 2022

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 22-23 establishing the Citywide Salary Schedule Effective July 1, 2022 pursuant to the terms of the current Memorandums of Understanding.

FISCAL IMPACT: The recommended salary schedule was already included in the recently adopted Fiscal Year 2022/23 Budget.

BACKGROUND

The City has five "groups" of employees: the Management and Professional Unit (governed by an MOU), the General Unit (governed by an MOU), the City Manager (governed by an employment agreement), Unrepresented Employees (governed by an annual compensation resolution) and parttime temporary employees.

DISCUSSION/ANALYSIS

On June 22, 2021, the City Council approved three year Memorandums of Understanding (MOU) with the represented City employees. The second year of the MOU (FY 2022/23) includes a 2% salary increase for all positions that have not been Y-rated and an increase in the healthcare contribution up to the Kaiser rate, but not more than 5%.

The City Manager's current Employment Agreement states that the City Manager is entitled to receive the same annual cost of living increase that is provided to the City employees.

The Unrepresented Employees include the same annual cost of living increase that is provided to the City employees and is approved in a separate resolution, because it also establishes all compensation, benefits, and any procedures, rights, or protections that are not already a part of the existing Personnel Rules & Regulations.

The part time temporary employees' salaries were increased this last January 1, 2022, due to the statewide minimum wage hike plan and are not being adjusted at this time.

All of these increases have been applied to the Citywide Salary and Pay Schedule that is attached

as Exhibit A. These increases were included in the Fiscal Year 2022/23 Budget that was adopted on June 14, 2022 and will go into effect as of July 1, 2022.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-23 establishing the Citywide Salary Schedule Effective July 1, 2022 pursuant to the terms of the current Memorandums of Understanding.

FISCAL IMPACT

The recommended salary schedule was already included in the recently adopted Fiscal Year 2022/23 Budget.

ATTACHMENT

Attachment 1 – Resolution No. 22-23

Attachment 2 – Citywide Salary Schedule Effective July 1, 2022

RESOLUTION NO. 22-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING THE
CITYWIDE SALARY AND PAY SCHEDULE**

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

Section 1. The City Council of the City approved and adopted one consolidated and comprehensive publicly available pay schedule, containing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Section 2. On June 12, 2021, the City Council of the City approved Memorandums of Understanding with City employees, which included a salary increase of CPI (2%) in fiscal year 2022/23 for all positions that are not Y rated.

Section 3. Section 4(a) of the City Manager Employment Agreement states that the City Manager is entitled to receive such annual cost of living increases, if there be any, provided to other City employees.

Section 4. Thus, all wage ranges and steps are hereby adjusted and reflected on the attached Citywide Salary and Pay Schedule as Exhibit A.

Section 5. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

Section 6. The effective date of this resolution shall be July 1, 2022. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 28th day of June 2022.

Mayor Margaret Finlay

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-23 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of June 2022, by the following vote:

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

City Clerk Annette Juarez
City of Duarte, California

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective July 1, 2022 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember		\$ 550.00	\$ 6,600
City Manager	\$ 105.04	\$ 18,207	\$ 218,482

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 78.09	\$ 13,536	\$ 80.88	\$ 14,019	\$ 83.66	\$ 14,501	\$ 86.42	\$ 14,980	\$ 89.18	\$ 15,458	\$ 91.96	\$ 15,939	\$ 94.73	\$ 16,419
Human Resources Manager	\$ 42.91	\$ 7,438	\$ 44.53	\$ 7,718	\$ 46.13	\$ 7,996	\$ 47.72	\$ 8,271	\$ 49.33	\$ 8,551	\$ 50.92	\$ 8,827	\$ 52.54	\$ 9,106

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer (Y)	\$ 38.80	\$ 6,725	\$ 40.04	\$ 6,940	\$ 41.26	\$ 7,152	\$ 42.49	\$ 7,366	\$ 43.71	\$ 7,577	\$ 44.96	\$ 7,794	\$ 46.19	\$ 8,006
Assistant to the City Manager	\$ 51.16	\$ 8,868	\$ 52.67	\$ 9,129	\$ 54.15	\$ 9,387	\$ 55.66	\$ 9,648	\$ 57.17	\$ 9,909	\$ 58.68	\$ 10,171	\$ 60.20	\$ 10,435
Associate Civil Engineer (Y)	\$ 44.35	\$ 7,687	\$ 45.97	\$ 7,969	\$ 47.59	\$ 8,250	\$ 49.23	\$ 8,533	\$ 50.84	\$ 8,812	\$ 52.48	\$ 9,096	\$ 54.10	\$ 9,378
Associate Planner	\$ 40.52	\$ 7,024	\$ 41.89	\$ 7,261	\$ 43.26	\$ 7,499	\$ 44.65	\$ 7,739	\$ 46.02	\$ 7,977	\$ 47.40	\$ 8,216	\$ 48.79	\$ 8,457
City Clerk	\$ 48.65	\$ 8,433	\$ 50.07	\$ 8,679	\$ 51.47	\$ 8,922	\$ 52.89	\$ 9,167	\$ 54.28	\$ 9,409	\$ 55.71	\$ 9,656	\$ 57.12	\$ 9,901
Deputy City Manager	\$ 56.28	\$ 9,755	\$ 57.94	\$ 10,043	\$ 59.58	\$ 10,327	\$ 61.24	\$ 10,615	\$ 62.88	\$ 10,900	\$ 64.55	\$ 11,189	\$ 66.22	\$ 11,478
Director of Community Development	\$ 72.43	\$ 12,554	\$ 75.23	\$ 13,040	\$ 78.02	\$ 13,524	\$ 80.83	\$ 14,010	\$ 83.63	\$ 14,495	\$ 86.42	\$ 14,979	\$ 89.22	\$ 15,465
Director of Parks & Recreation	\$ 68.64	\$ 11,898	\$ 70.88	\$ 12,285	\$ 73.11	\$ 12,672	\$ 75.34	\$ 13,059	\$ 77.57	\$ 13,446	\$ 79.80	\$ 13,833	\$ 82.04	\$ 14,220
Director of Public Safety Services	\$ 68.64	\$ 11,898	\$ 70.88	\$ 12,285	\$ 73.11	\$ 12,672	\$ 75.34	\$ 13,059	\$ 77.57	\$ 13,446	\$ 79.80	\$ 13,833	\$ 82.04	\$ 14,220
Facilities Maintenance Supervisor	\$ 36.17	\$ 6,270	\$ 37.56	\$ 6,511	\$ 38.96	\$ 6,753	\$ 40.34	\$ 6,992	\$ 41.73	\$ 7,233	\$ 43.12	\$ 7,474	\$ 44.50	\$ 7,714
Field Services Manager	\$ 53.95	\$ 9,352	\$ 55.79	\$ 9,671	\$ 57.62	\$ 9,987	\$ 59.46	\$ 10,306	\$ 61.28	\$ 10,622	\$ 63.12	\$ 10,941	\$ 64.96	\$ 11,260
Financial Services Manager	\$ 51.72	\$ 8,964	\$ 53.31	\$ 9,241	\$ 54.96	\$ 9,527	\$ 56.66	\$ 9,821	\$ 58.41	\$ 10,125	\$ 60.22	\$ 10,438	\$ 62.08	\$ 10,761
Planning Manager	\$ 57.81	\$ 10,021	\$ 59.65	\$ 10,339	\$ 61.48	\$ 10,657	\$ 63.32	\$ 10,975	\$ 65.17	\$ 11,295	\$ 67.00	\$ 11,613	\$ 68.84	\$ 11,932
Public Safety Manager	\$ 57.81	\$ 10,021	\$ 59.65	\$ 10,339	\$ 61.48	\$ 10,657	\$ 63.32	\$ 10,975	\$ 65.17	\$ 11,295	\$ 67.00	\$ 11,613	\$ 68.84	\$ 11,932
Public Works Manager	\$ 54.61	\$ 9,465	\$ 56.32	\$ 9,763	\$ 58.04	\$ 10,060	\$ 59.77	\$ 10,360	\$ 61.49	\$ 10,658	\$ 63.22	\$ 10,958	\$ 64.95	\$ 11,258
Recreation Superintendent	\$ 47.96	\$ 8,313	\$ 49.65	\$ 8,605	\$ 51.34	\$ 8,898	\$ 53.02	\$ 9,191	\$ 54.71	\$ 9,484	\$ 56.41	\$ 9,777	\$ 58.10	\$ 10,071
Recreation Supervisor	\$ 36.17	\$ 6,270	\$ 37.56	\$ 6,511	\$ 38.96	\$ 6,753	\$ 40.34	\$ 6,992	\$ 41.73	\$ 7,234	\$ 43.12	\$ 7,474	\$ 44.51	\$ 7,715
Senior Planner	\$ 50.55	\$ 8,762	\$ 52.14	\$ 9,038	\$ 53.75	\$ 9,316	\$ 55.35	\$ 9,594	\$ 56.94	\$ 9,869	\$ 58.54	\$ 10,147	\$ 60.14	\$ 10,425
Transportation Supervisor	\$ 39.42	\$ 6,833	\$ 40.98	\$ 7,104	\$ 42.57	\$ 7,379	\$ 44.14	\$ 7,651	\$ 45.71	\$ 7,923	\$ 47.30	\$ 8,199	\$ 48.87	\$ 8,472

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	\$ 34.23	\$ 5,933	\$ 35.29	\$ 6,118	\$ 36.39	\$ 6,307	\$ 37.51	\$ 6,501	\$ 38.67	\$ 6,703	\$ 39.87	\$ 6,910	\$ 41.10	\$ 7,124
Accounting Specialist (Y)	\$ 28.92	\$ 5,014	\$ 29.91	\$ 5,184	\$ 30.91	\$ 5,357	\$ 31.90	\$ 5,530	\$ 32.89	\$ 5,701	\$ 33.89	\$ 5,874	\$ 34.87	\$ 6,044
Administrative Secretary	\$ 26.79	\$ 4,643	\$ 27.82	\$ 4,822	\$ 28.85	\$ 5,000	\$ 29.88	\$ 5,178	\$ 30.90	\$ 5,357	\$ 31.92	\$ 5,533	\$ 32.95	\$ 5,712
Assistant Planner	\$ 32.26	\$ 5,591	\$ 33.51	\$ 5,808	\$ 34.77	\$ 6,028	\$ 36.04	\$ 6,247	\$ 37.29	\$ 6,464	\$ 38.54	\$ 6,681	\$ 39.81	\$ 6,900
Building Permit Technician	\$ 26.79	\$ 4,643	\$ 27.82	\$ 4,822	\$ 28.85	\$ 5,000	\$ 29.88	\$ 5,178	\$ 30.90	\$ 5,357	\$ 31.92	\$ 5,533	\$ 32.95	\$ 5,712
Civil Engineering Technician	\$ 29.03	\$ 5,032	\$ 30.25	\$ 5,243	\$ 31.46	\$ 5,454	\$ 32.67	\$ 5,662	\$ 33.89	\$ 5,875	\$ 35.11	\$ 6,086	\$ 36.32	\$ 6,296
Clerk/Typist Receptionist (Y)	\$ 21.65	\$ 3,753	\$ 22.44	\$ 3,890	\$ 23.22	\$ 4,025	\$ 24.00	\$ 4,160	\$ 24.79	\$ 4,297	\$ 25.58	\$ 4,434	\$ 26.38	\$ 4,573
Code Compliance / Animal Control Officer (Y)	\$ 30.75	\$ 5,330	\$ 32.04	\$ 5,553	\$ 33.31	\$ 5,774	\$ 34.60	\$ 5,998	\$ 35.88	\$ 6,219	\$ 37.17	\$ 6,443	\$ 38.45	\$ 6,664
Community Development Technician	\$ 26.44	\$ 4,583	\$ 27.39	\$ 4,748	\$ 28.33	\$ 4,911	\$ 29.28	\$ 5,076	\$ 30.22	\$ 5,239	\$ 31.17	\$ 5,404	\$ 32.11	\$ 5,566
Council Aide - City Manager's Office	\$ 22.61	\$ 3,919	\$ 23.23	\$ 4,026	\$ 24.16	\$ 4,187	\$ 25.09	\$ 4,348	\$ 26.02	\$ 4,510	\$ 26.95	\$ 4,671	\$ 27.87	\$ 4,832
Crime Prevention Specialist	\$ 32.50	\$ 5,634	\$ 33.70	\$ 5,841	\$ 34.92	\$ 6,053	\$ 36.18	\$ 6,270	\$ 37.42	\$ 6,485	\$ 38.67	\$ 6,702	\$ 39.91	\$ 6,917
Custodian	\$ 22.19	\$ 3,846	\$ 23.03	\$ 3,992	\$ 23.87	\$ 4,138	\$ 24.74	\$ 4,288	\$ 25.58	\$ 4,435	\$ 26.45	\$ 4,585	\$ 27.30	\$ 4,731
Deputy City Clerk	\$ 26.79	\$ 4,643	\$ 27.82	\$ 4,822	\$ 28.85	\$ 5,000	\$ 29.88	\$ 5,178	\$ 30.90	\$ 5,357	\$ 31.92	\$ 5,533	\$ 32.95	\$ 5,712
Field Services Supervisor	\$ 34.75	\$ 6,023	\$ 36.47	\$ 6,322	\$ 38.21	\$ 6,623	\$ 39.95	\$ 6,924	\$ 41.68	\$ 7,225	\$ 43.43	\$ 7,528	\$ 45.17	\$ 7,829
Human Resources Specialist (Y)	\$ 29.96	\$ 5,193	\$ 31.21	\$ 5,410	\$ 32.46	\$ 5,627	\$ 33.72	\$ 5,844	\$ 34.96	\$ 6,059	\$ 36.21	\$ 6,276	\$ 37.46	\$ 6,493
Maintenance Technician	\$ 22.70	\$ 3,934	\$ 23.65	\$ 4,099	\$ 24.59	\$ 4,262	\$ 25.54	\$ 4,427	\$ 26.48	\$ 4,589	\$ 27.43	\$ 4,754	\$ 28.37	\$ 4,917
Management Aide	\$ 29.47	\$ 5,108	\$ 30.38	\$ 5,267	\$ 31.33	\$ 5,430	\$ 32.29	\$ 5,597	\$ 33.29	\$ 5,771	\$ 34.32	\$ 5,949	\$ 35.38	\$ 6,133
Management Analyst - City Manager's Office	\$ 32.45	\$ 5,624	\$ 33.80	\$ 5,858	\$ 35.21	\$ 6,103	\$ 36.67	\$ 6,357	\$ 38.20	\$ 6,622	\$ 39.80	\$ 6,898	\$ 41.45	\$ 7,185
Outreach Coordinator - Public Safety	\$ 26.20	\$ 4,542	\$ 27.20	\$ 4,714	\$ 28.19	\$ 4,886	\$ 29.18	\$ 5,058	\$ 30.19	\$ 5,232	\$ 31.18	\$ 5,404	\$ 32.18	\$ 5,578
Recreation Coordinator	\$ 26.20	\$ 4,542	\$ 27.20	\$ 4,714	\$ 28.19	\$ 4,886	\$ 29.18	\$ 5,058	\$ 30.19	\$ 5,232	\$ 31.18	\$ 5,404	\$ 32.18	\$ 5,578
Senior Code Compliance / Animal Control Officer (Y)	\$ 33.48	\$ 5,804	\$ 34.87	\$ 6,044	\$ 36.26	\$ 6,284	\$ 37.65	\$ 6,527	\$ 39.07	\$ 6,771	\$ 40.46	\$ 7,014	\$ 41.85	\$ 7,254
Senior Custodian	\$ 26.92	\$ 4,667	\$ 27.97	\$ 4,847	\$ 29.01	\$ 5,028	\$ 30.05	\$ 5,209	\$ 31.10	\$ 5,391	\$ 32.15	\$ 5,572	\$ 33.20	\$ 5,755
Senior Maintenance Technician	\$ 26.63	\$ 4,615	\$ 27.64	\$ 4,791	\$ 28.66	\$ 4,968	\$ 29.68	\$ 5,144	\$ 30.71	\$ 5,322	\$ 31.74	\$ 5,501	\$ 32.74	\$ 5,675

PART-TIME HOURLY EMPLOYEES

POSITION	Hourly Pay Rate						
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Aerobics Instructor	\$ 15.00	\$ 15.42	\$ 17.32	\$ 19.23	\$ 21.16	\$ 23.08	\$ 24.97
Animal Control Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Assistant Boxing Trainer	\$ 15.00	\$ 15.18	\$ 15.30	\$ 15.76	\$ 16.14	\$ 16.90	\$ 17.29
Boxing Trainer	\$ 21.13	\$ 21.44	\$ 21.55	\$ 22.37	\$ 22.98	\$ 24.21	\$ 24.83
Certified Aerobics Instructor	\$ 25.03	\$ 26.28	\$ 27.76	\$ 29.24	\$ 30.72	\$ 32.21	\$ 33.69
College Intern	\$ 15.00	\$ 15.29	\$ 16.36	\$ 17.99	\$ 19.80	\$ 21.78	\$ 23.95
Community Services Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Computer Lab Technician	\$ 15.00	\$ 15.12	\$ 15.56	\$ 15.99	\$ 16.43	\$ 16.86	\$ 17.30
Custodian	\$ 18.17	\$ 18.88	\$ 19.57	\$ 20.27	\$ 20.97	\$ 21.67	\$ 22.36
Fee and Charge Instructor	70% of Registration Fees						
Lifeguard	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.89
Lifeguard/Instructor	\$ 16.00	\$ 16.32	\$ 16.65	\$ 16.98	\$ 17.32	\$ 17.67	\$ 18.02
Pool Manager	\$ 18.66	\$ 19.51	\$ 20.36	\$ 21.20	\$ 22.06	\$ 22.90	\$ 23.76
Recreation Leader	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.77	\$ 15.92	\$ 16.34	\$ 16.90
Recreation Specialist	\$ 17.34	\$ 17.69	\$ 18.04	\$ 18.40	\$ 18.77	\$ 19.14	\$ 19.53
Senior Custodian	\$ 26.40	\$ 27.42	\$ 28.44	\$ 29.46	\$ 30.49	\$ 31.51	\$ 32.55
Trail Maintenance Crew	\$ 15.00	\$ 15.79	\$ 17.37	\$ 19.11	\$ 21.02	\$ 23.13	\$ 25.44



AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Resolution Establishing the Salary Schedule and Compensation Plan for Unrepresented Regular Employees

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 22-24 rescinding Resolution No. 21-12 and establishing a salary schedule and compensation plan for unrepresented regular employees.

FISCAL IMPACT: The recommended salary schedule was already included in the recently adopted Fiscal Year 2022/23 Budget.

BACKGROUND

Unrepresented Employees are bound by the policies established by the City's Personnel Rules and Regulations and a Compensation Resolution, which is typically adopted by the Council on an annual basis.

The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already apart of the existing Personnel Rules & Regulations. Please note that the three-year MOU terms do not directly impact, or apply to, unrepresented employees and, as such, another resolution must be approved in order for changes to occur. As a result, the City Council is given the opportunity to consider compensation for unrepresented regular positions on an annual basis.

DISCUSSION/ANALYSIS

This year's compensation plan includes a 2 percent base salary increase and an increase in the healthcare contribution up to the Kaiser rate, but not more than 5%. This is consistent with the annual cost of living and healthcare contribution that is being provided to the City's represented employees. This increase was included in the Fiscal Year 2022/23 Budget that was adopted on June 14, 2022 and will go into effect as of July 1, 2022.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No.22-24 rescinding Resolution No. 21-12 and establishing a salary schedule and compensation plan for unrepresented regular employees.

FISCAL IMPACT

The recommended salary schedule was already included in the recently adopted Fiscal Year 2022/23 Budget.

ATTACHMENT

Resolution No. 22-24

RESOLUTION NO. 22-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 21-12 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

SECTION 1. DEFINITIONS

Full-Time Regular Employees. A full-time regular employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

Three-Quarter (¾) Time Regular Employees. A three-quarter (¾) time regular employee is one whose position is allocated in the budget and who regularly works between thirty (30) and thirty-nine (39) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications contained herein. The following salary ranges are hereby established:

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$13,536	\$14,019	\$14,501	\$14,980	\$15,458	\$15,939	\$16,419
	Hr	\$78.09	\$80.88	\$83.66	\$86.42	\$89.18	\$91.96	\$94.73

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$7,438	\$7,718	\$7,996	\$8,271	\$8,551	\$8,827	\$9,106
	Hr	\$42.91	\$44.53	\$46.13	\$47.72	\$49.33	\$50.92	\$52.54

SECTION 2. BILINGUAL PAY

The City will compensate full and ¾ time regular employees at a monthly rate of \$125 to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification.

SECTION 3. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

For employees required or allowed by their department head to use private automobiles for City business, mileage will be reimbursed at the IRS-approved mileage rate. Department Heads will be given an auto allowance of \$400 per month.

SECTION 4. VACATION LEAVE

A. Regular employees will accrue vacation time in accordance with the following schedule:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
Up to 60 Months (5 years of service)	82 hours	61.5 hours

60 months – 120 months (10 years)	120 hours	90.0 hours
120 months – 132 months (11 years)	130 hours	97.5 hours
132 months – 144 months (12 years)	140 hours	105.0 hours
144 months – 156 months (13 years)	150 hours	112.5 hours
156 months – 168 months (14 years)	160 hours	120.0 hours
168 months – 180 months (15 years)	170 hours	127.5 hours
180 months – 192 months (16 years)	180 hours	135.0 hours

Vacation leave shall be credited to the employee per pay period. No employee shall be allowed to accumulate more than a total of 360 hours of earned vacation leave, except with the written authorization of the City Manager. Employees terminating from City employment will be paid in full for unused accrued vacation leave.

- B. Employees of the City will not be permitted, until after six months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior approval of the employee’s direct supervisor and department head; however, no employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.
- C. Employees with five (5) or more years of continuous service with the City will be allowed to sell accrued vacation leave back to the City at 100% of its full value. Employees will be given the opportunity to sell accrued vacation leave back to the City annually, on or before July 31st of each fiscal year. The maximum amount of the annual buyback is as follows:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
After the completion of 60 Months (5 years of service)	40 hours	30 hours
After the completion of 132 months (11 or more years)	60 hours	45 hours

SECTION 5. SICK LEAVE

- A. Each full-time regular employee shall be entitled to receive up to ninety-six (96) hours of sick leave per year and each three-quarter time regular employee shall receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay. Sick leave shall be credited to the employee at the rate of 1/26th of an employee’s annual sick leave allotment per pay period. There will be no limit to the amount of sick leave an employee may accrue. At the time of separation, employees will not be compensated for unused sick leave. However, upon voluntary retirement the employee may convert 100% of his/her accrued sick leave balance, less any amount used, to retirement service credit.
- B. Upon verbal or written request, sick leave may be used for the following purposes:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child’s age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
 - ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic

violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician’s confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee’s accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

- C. Pursuant to the terms of the City’s contact, as amended, with the California Public Employees’ Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.
- D. When utilizing sick leave, the employee will notify his/her direct supervisor at the earliest possible time as to the general nature and possible duration of the injury or illness. It will be the employee’s responsibility to keep his/her supervisor informed on a daily basis of his or her condition as it relates to absence from employment.
- E. Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy.
- F. Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation.
- G. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

SECTION 6. **BEREAVEMENT LEAVE**

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner or an arrangement where someone is standing “*in loco parentis*”.

SECTION 7. **HOLIDAYS**

- A. **Holidays Observed.** The City provides regular and probationary employees with the following paid holidays during the calendar year:

<u>Holiday</u>	<u>Date Observed</u>
New Year’s Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

New Year's Eve

December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 8.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

- B. **Floating Holidays.** The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday. Unused floating holidays will be automatically cashed out at the end of the fiscal year. In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.
- C. **Amount of Holiday Pay.** Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.
- D. **Work on Holidays.** An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

SECTION 8. ADMINISTRATIVE LEAVE AND/OR OVERTIME

In recognition of the long hours required to accomplish the requirements of the job, including attendance at numerous meetings outside normal working hours, department heads will be granted sixty (60) hours of administrative leave per fiscal year. The full sixty (60) hours shall be granted on July 1st of each year and shall not be allowed to carry over to the next fiscal year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Department heads will not be eligible for overtime compensation.

Division managers shall receive either compensatory time or overtime pay (at the discretion of the department head) at their regular rate of pay ("straight" time) for the number of authorized hours worked over forty (40) per week. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty hours. If compensatory time is taken in lieu of paid overtime, no employee shall be permitted to accrue more than sixty (60) hours.

SECTION 9. CALL BACK

Employees may be required to come to work outside of their regular working hours in case of an emergency. In such circumstances, all employees, with the exception of department heads, will be guaranteed at least two hours pay.

SECTION 10. RETIREMENT

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, either party may request to reopen Article 20 regarding Retirement to meet and confer over the conflict and/or changes to the retirement. The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as "new member", which determines the retirement formula, final compensation calculation and employee contribution/cost sharing, as follows:

- A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)).

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- C. **Tier 3: Employees Hired On or After January 1, 2013.**
 - i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
 - ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- D. **Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

SECTION 11. HEALTH INSURANCE

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and $\frac{3}{4}$ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly rates.

	Full Time Employees	³ / ₄ Time Employees
Employee Only	\$703	\$527.25
Employee + One	\$1,407	\$1,055
Employee + Two or More	\$1,829	\$1,371.75

Employees will pay any excess premiums through payroll deduction on a pre-tax basis.

Effective January 1, 2023, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2022.

- B. The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City per the following scale:

	Full Time Employees	³ / ₄ Time Employees
Employee Only	\$218	\$163
Employee + One	\$435	\$326
Employee + Two or More	\$566	\$424

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City’s maximum coverage.

- C. The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City’s contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City as noted in Section B above.

SECTION 12. DENTAL INSURANCE

The City will contract for dental insurance for all full and three-quarter (3/4) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the cost of the premium for employees plus any eligible dependents up to a 5% annual increase, with no cash-out option.

SECTION 13. VISION INSURANCE

The City will contract for vision insurance for all full and three-quarter (3/4) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the cost of the premium for employees plus any eligible dependents up to a 5% annual increase, with no cash-out option.

SECTION 14. LIFE INSURANCE

The City will contract for life insurance for full and three-quarter (³/₄) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee’s annual salary, up to \$200,000. For three-quarter (³/₄) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life insurance premium. Full and three-quarter (³/₄) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 15. SHORT AND LONG TERM DISABILITY INSURANCE

The City will contract for short and long-term disability insurance for full and three-quarter (³/₄) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

SECTION 16. **EMPLOYEE ASSISTANCE PROGRAM**

The City will contract for an Employee Assistance Program for full and three-quarter (¾) time regular employees, at no cost to the employee.

SECTION 17. **FITNESS CENTER MEMBERSHIP**

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter (¾) time employee and retiree.

SECTION 18. **FLEXIBLE SPENDING ACCOUNTS**

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter (¾) time employees.

SECTION 19. **DEFERRED COMPENSATION PROGRAM**

The City will make a Section 457 deferred compensation program available to all full and three-quarter (¾) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

SECTION 20. **PROFESSIONAL MEMBERSHIP FEES**

Employees may maintain membership in appropriate professional organizations. The costs for memberships in these organizations are legitimate City expenditures if requested for a regular employee, provided for in the annual City Budget, and approved in advance by the department head and City Manager.

SECTION 21. **TUITION REIMBURSEMENT PROGRAM**

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand dollars (\$3,000.00) for full-time employees or two-thousand, three hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

SECTION 22. **COMPUTER LOAN PROGRAM**

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

SECTION 23. **SEVERANCE PAY**

When a regular full-time employee is laid off, that employee will be entitled to receive severance pay as follows:

<u>Length of Service</u>	<u>Amount</u>
Date of hire to 2 years	None

2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job and eligible for worker's compensation benefits will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

SECTION 24. **LONGEVITY PAY**

The City will provide longevity pay to employees who have completed at least 5 continuous years of City service and have been compensated for at least one complete year at the top salary step for the range for the employee's position. Longevity pay will be provided on a monthly basis in the following amounts:

0-5 years	\$0
5 years	\$50/month
10 years	\$100/month
15 years	\$150/month
20 years	\$200/month
25 years	\$250/month

SECTION 25. **SEVERABILITY**

All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

SECTION 26. **EFFECTIVE DATE**

The effective date of this resolution shall be July 1, 2022. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 28th day of June, 2022.

Mayor Margaret Finlay

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 22-24 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 28th day of June 2022 by the following vote:

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

City Clerk Annette Juarez
City of Duarte, California



Agenda Item: 7J

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Director of Administrative Services

SUBJECT: Professional Services Agreement with Maxtreme Inc, for Information Technology Management Services

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute this Professional Services Agreement with Maxtreme Inc.

FISCAL IMPACT: Costs related to the recommended agreement are already included in the recently adopted Fiscal Year 2022/23 Budget (1815-7965).

BACKGROUND

Maxtreme Inc. has been providing information technology support for the City of Duarte since 2008. During that time the City's dependency on technology has grown exponentially and Maxtreme has partnered with the City, assisting with technology decisions and supporting the organization as it evolved. In more recent years, the overall information technology industry has changed greatly in the way of cyber security and Maxtreme has guided us through the process of protecting our information and securing our systems

DISCUSSION/ANALYSIS

It has been several years since we have updated the language of our professional services agreement with Maxtreme and as a result, staff has worked closely with Maxtreme Inc, the Joint Powers Insurance Authority and our City Attorney in order to update our information technology agreement with all the necessary legal and insurance protections, as well as build flexibility into the agreement that will allow us to be better positioned to respond to this constantly changing industry. The terms of this new agreement mirror the services that are currently being provided, which include: a Help Desk to support users, administration of our software, mobile devices, firewalls, archivers, and printers, support for all network hardware and software, assistance with our audio-visual system and help with IT budget planning. All services are provided to the City staff from 8am-6pm Monday through Thursday and Friday from 9am to 5pm at a cost of \$12,500 per month. After hour and emergency services are provided as needed at \$150 per hour. The costs of providing this service have already been included in the recently adopted fiscal year 2022/23 budget.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute this Professional Services Agreement with Maxtreme Inc.

FISCAL IMPACT

Costs related to the recommended agreement are already included in the recently adopted Fiscal Year 2022/23 Budget (1815-7965).

ATTACHMENT

Attachment 1 – Information Technology Master Service Agreement with Maxtreme Inc.



CITY OF DUARTE INFORMATION TECHNOLOGY MASTER SERVICE AGREEMENT

This INFORMATION TECHNOLOGY MASTER SERVICE AGREEMENT ("AGREEMENT") is made and effective as of July 1st 2022, between the ("CITY") City of Duarte, a municipal corporation and Maxtreme Inc., a corporation, ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on July 1st 2022, and shall remain and continue in effect thereafter until terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described in the Scope of Work listed in the Annual Service Agreement (ASA) as set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. CITY MANAGEMENT

CITY's Assistant City Manager/Director of Administrative Services shall represent CITY in all matters pertaining to the administration of this AGREEMENT.

V. PAYMENT

- A. The CITY agrees to pay CONSULTANT \$12,500 per month for the services listed in the active Annual Service Agreement (ASA).
- B. CONSULTANT shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of IT services hereunder, provided that the same are first audited by the CITY Assistant City Manager/Director of Administrative Services.
- C. CONSULTANT will submit monthly invoices. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this



AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the CITY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the CITY pursuant to Section V.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, such as acts of God, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the CITY's Assistant City Manager/Director of Administrative Services or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, they shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the CITY with a written plan for the cure of the default, the CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, 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 permit 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 or copies 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 three (3) years following project termination or completion.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, computer files, notes, and other documents prepared while providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused, or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to CITY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT while providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. Consultant's duty to indemnify and hold harmless CITY shall not extend to the CITY's sole or active negligence.

B. Duty to defend

In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the negligent execution of the services encompassed by this AGREEMENT, CONSULTANT shall defend the CITY at CONSULTANT's cost or at CITY's option, to reimburse CITY for its costs of defense,



including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole or active negligence of the CITY or its officers, employees, or agents, CONSULTANT and CITY will be obligated to pay for their own legal costs and attorneys' fees until such time as a final judgment has been entered adjudicating the CITY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant and/or 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, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against CITY, or bind CITY in any manner.
- B. No 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 the 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.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and



regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the 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 the CITY has or will 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. Violation of this Section shall be a material breach of this AGREEMENT entitling the CITY to any and all remedies at law or in equity.

XIV. 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 responsibilities with respect to the Project during his/her tenure or for one 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 Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the CITY Manager or unless requested by the CITY Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by



law. Unless CITY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

XVI. NOTICES

Any notices which either party may desire 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, or (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:

To CITY: City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attention: Assistant City Manager/Director of
Administrative Services

To CONSULTANT: Maxtreme Inc.
15524 Borges Drive
Moorpark, CA 93021
Attention: Christopher Rogers

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide CITY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying CITY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from CITY for such insurance.



XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the CITY.

XX. ENTIRE AGREEMENT

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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CHANGES TO SCOPE OF WORK

Any changes to this contract's scope of work must be approved in writing by both CITY and CONTRACTOR as a new ASA and replace any former ASA.

XXII. CONTRACT REVIEW

Contract review will be conducted on an as needed basis particularly if changes in work scope are required based on the CITY's projected needs and/or the level of effort required to meet the CITY's needs. CONTRACTOR will present to the CITY recommendations that arise from this review and any changes, if approved by both parties, will be incorporated in the contract as a new ASA.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT



Christopher James Rogers
CEO

City of Duarte

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

By: _____

Attachments:	Exhibit A	Scope of Work - ASA
	Exhibit B	Insurance Requirements



EXHIBIT A

Annual Service Agreement SCOPE OF WORK

Maxtreme Inc. will provide the following services to the City of Duarte during normal operating hours of Monday through Thursday, from 8:00AM to 6:00PM & Friday from 9:00am to 5:00pm PST

A Maxtreme Technician will be on-site at least one day a week unless otherwise stated. Maxtreme may increase a technician presence as needed for projects or trade days between weeks in a way that does not impact city operations.

Emergency Services can be obtained for other than normal operating hours per the following schedule:

1. For the hours outside of the Monday through Thursday operating hours above, City employees may contact their primary support technician via help desk, chat or company phone number. Support may be subject to a rate of \$150/hour.
2. For Friday, Saturday and Sunday, the City employees can contact their primary support technician via help desk, chat or company phone number. Support may be subject to a rate of \$150/hour.
3. Late Requests may be subject to Emergency Rates and will be communicated in advance before starting work.

Maxtreme reserves the right to forego after hours and emergency rates at its own discretion.

Out of Scope: Maxtreme Inc will only provide support on computers and devices that the City has purchased, operates, and owns. The only exclusion is a system or device in which Google Workspace is allowed for use at Public Safety with LA County computers.

Maxtreme will present options and services from within Maxtreme as well as through the use of additional third-party contractors as approved by the City. Maxtreme will exercise best efforts to maximize the execution, stability and reliability of any third party contractors and services.

Services In Scope

1. Providing General Support for End Users

- a) Provide Help Desk support for end user systems during normal working hours which includes Remote, Support E-Mail, Phone, & Chat services.
- b) Provide Help Desk support during the weekend over Phone and Support Email.
- c) Help desk response will be in 4 hour or less during normal working hours



- d) Manage Verizon Wireless Account including devices and plans for all departments excluding Public Safety
- e) Assist troubleshooting and phone setup with the City's Mitel phones with Technology Depot
- f) Provide end user training on Mac OS and Google Workspace (Email, Calendar & Drive)

2. Function as Administrator for the Following Services

- a) Apple Business Manager
- b) Adobe Creative Cloud
- c) Microsoft Office 365
- d) Identity Provider (OKTA)
- e) Spam Firewall & Email Archiver (Barracuda)
- f) Google-Workspace to include Account Creation/Deletion, Mail, Calendar and Drive
- g) Mobile Device Management using JAMF Pro Cloud) for the current equipment inventory that includes: 78 MacOS and 70 iOS Devices.
- h) Granicus to include access to the iLegislate application
- i) Print Management (Uniflow) includes management of Canon production printers. driver configuration, workflows, and SNMP logging
- j) Tyler (Incode) Cloud including reset of Parallels client access to Tyler Host only
- k) Spam Firewall & Email Archiver (Barracuda)

3. Provide General Information Technology Network Support (Hardware and Software)

- a) Troubleshoot network issues verified by Maxtreme Inc and escalate to the network vendor, Technology Depot.
- b) Monitor all network repairs and hardware installations performed by Technology Depot.
- c) Provide technical support with City Digital Sign for both networking and software workflow.
- d) Manage ISP (Spectrum) Coax and Fiber
- e) User Account backups using Time Machine
- f) Google Cloud Backup performed weekly
- g) Facilitate of system repairs with an Apple Authorized Repair Center
- h) MacOS/Windows System Testing and Deployment
- i) Support for Active Net workstations using credit card machines.
- j) Provide Client workstation policy Management ~ JAMF Pro
- k) Maintain Virtual Machines using Parallels Business Edition
- l) Maintain FileMaker installations for Community Development's Permit solution.

4. Provide audio visual (AV) systems support

- a) Assist with AV needs and train staff, including facilities, to handle room setups.
- b) Work with current AV Vendor to help architect solutions for Community Center for Council meetings.



- c) Train staff and troubleshoot all AV equipment needed to run the Council Meetings
- d) Assist with staff training and setup for Hybrid Meetings that require Zoom
- e) Troubleshoot and maintain Granicus Media LiveStream used for every Council Meeting.
- f) Assist School Board staff with AV setup
- g) Assist DCTV / Levon with troubleshooting any issues with filming Council Meetings

5. Provide Administration support to meet information system requirements

- a) Plan and manage IT Budget.
- b) Provide all JAMF and Microsoft Office 365 product licenses.

Current and Planned Projects for FY 2022-23

- 1. JAMF Protect - End Point Management for all Mac OS computers.
- 2. JAMF Connect – Macs Login with OKTA and MFA (Password Syncing for offline use)
- 3. Setup OKTA – Train users on OKTA and setup MFA
- 4. Setup SSO for Google, Adobe, Office 365, Laserfiche Cloud and NeoGov
- 5. Investigate – SAML for other City web apps
- 6. Google Drive – Reporting and Investigation.
- 7. Updating Camera Equipment for Council Chambers.
- 8. Move to CloudFlare DNS
- 9. Find alternative solutions to Parallels Windows VM due to restrictions with the new Apple Silicon (M1) macs
- 10. Train Google Drive for Community Development (End of April)
- 11. Move Community Developments Group Folders to Google Drive. (Beginning of June)
- 12. Setup Public Safety with Security Keys
- 13. Setup Lab computers (End of May)
- 14. Moving from Granicus Media Encoder to ClearCaster and Peak Agenda.
- 15. Canon Wide Format training.



EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the 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.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$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.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Cyber security and privacy liability insurance. CONSULTANT shall maintain Cyber security and privacy liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate.

Cyber technology errors and omissions insurance. CONSULTANT shall maintain Cyber technology errors and omissions insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate.



CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing Coverage provided by CONSULTANT shall be primary. and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform



CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then CONSULTANT shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.



Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



Agenda Item: 7K

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Authorization for the City Manager to execute Joint Use Lease Agreement extension with Duarte Unified School District

RECOMMENDATION: Staff recommends City Council authorize the City Manager to execute this two-year extension of the Joint Use Lease Agreement between the City and Duarte Unified School District

FISCAL IMPACT: None

BACKGROUND

Since 1981, the City of Duarte and the Duarte Unified School District have had in place a joint use lease agreement. Under the Agreement, the City has the right to utilize the leased properties as community park spaces and for general recreational purposes for residents. The latest one, which was approved by City Council in May of 2018, has since lapsed.

DISCUSSION/ANALYSIS

As specified in section three (3) of the latest version of the Agreement, both parties may agree to extend the term or renew the Lease but only by means of a written instrument that has been duly-approved. Thus, prior to the end of this school year, City and District leadership staff discussed the Agreement in depth and their respective preference for various updates. Given that the latest Agreement established more equity in terms of responsibilities for the maintenance of all ball fields, language for both parties' legal liability and indemnification, and that the capital improvement projects schedule is still in motion, staff from both organizations have mutually agreed to extending the Agreement for two additional years. The District's Board of Education approved the extended Agreement on Thursday, June 9, at its regular scheduled board meeting.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute this two-year extension of the Joint Use Lease Agreement between the City and Duarte Unified School District.

FISCAL IMPACT

None

ATTACHMENT

Attachment 1: Duarte Unified School District and City of Duarte Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of June 15, 2022 ("Effective Date") by and between the Duarte Unified School District ("District"), a public school district organized and existing pursuant to California law, and the City of Duarte ("City"), a California municipal corporation. The District and the City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the District is the owner of that certain real properties situated in the City of Duarte, County of Los Angeles, State of California, as are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (each a "Leased Property" and, if more than one or all, the "Leased Properties"); and

WHEREAS, for approximately the last 40 years, the District has leased various properties to the City for purposes of developing and operating satellite community parks, which may include some or all of the Leased Properties; and

WHEREAS, the City previously constructed satellite community park improvements on the Leased Properties ("Park Improvements") as are more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, subject to all of the terms and conditions set forth in this Lease, the District desires to continue to lease the Leased Properties to the City, and the City desires to continue to lease the Leased Properties from the District; and

WHEREAS, each of the Parties has determined that, because of the benefits to it specifically and to the public generally, no rent shall be payable by the City in connection with its lease of the Leased Properties; and

NOW, THEREFORE, and in consideration of their respective rights and obligations pursuant to this Lease, consideration that the Parties hereby acknowledge is sufficient, the Parties agree as follows:

AGREEMENT

1. **RECITALS INCORPORATED.** The above Recitals are incorporated herein by this reference, but only for purposes of interpreting the intent of the Parties in entering into this Lease.

2. **LEASE FROM DISTRICT TO CITY.** Subject to all other provisions of this Lease, the District hereby leases the Leased Properties to the City, and the City hereby leases the Leased Properties from the District.

3. **LEASE TERM.** The term of this Lease ("Term") shall commence on the Effective Date and, unless this Lease is terminated earlier, shall expire on the date that is two years following the Effective Date. The Parties may agree to extend the Term or renew this Lease, but only by means of a written instrument that has been duly-approved, signed and delivered by both Parties.

4. CITY USE OF LEASED PROPERTIES.

(a) City Purposes. During the Term of this Lease, City shall have use of the Leased Properties, together with all improvements thereon, for general public recreational uses consistent with a City Community Park, subject to periods of exclusive use by the District, the joint use coordination provisions, in otherwise accordance with the Schedule of Uses set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Such use shall be for the development, construction, maintenance, repair, replacement, use and enjoyment of Park Improvements in accordance with the Schedule of Uses set forth in Exhibit C hereto and the Scope of Work set forth in Exhibit "D" attached hereto and incorporated herein by this reference. Unless City obtains prior written approval from the District, the City shall not use the Leased Properties for any purposes or at any times other than as expressly set forth in Exhibits C and D hereto.

(b) Coordination Meetings. Each Party shall select an appropriate representative for purposes of this Lease, and such representatives shall meet annually during the Term to confer regarding this Lease and operations of or at the satellite community parks. Unless the foregoing persons agree to alternate dates and locations for the annual meetings, such meetings: (i) shall occur in May annually; and (ii) shall be held at the District's primary administrative offices. Such annual meetings shall be a forum for: (i) discussing issues relating to the uses by the Parties of the Leased Properties; (ii) coordinating the various uses of the Leased Properties; (iii) discussing possible revisions to the Lease and/or any of its exhibits, including, without limitation, adjustment of responsibility for payment of operations costs; and (iv) any other topics of relevance to this Lease and the use of the Leased Properties. The foregoing is not intended to preclude contacts between the Parties at any other times for purposes of discussing this Lease or the operations of or at the satellite community parks. All decision-making authority shall remain with the respective governing bodies of the Parties, except to the extent that decision-making authority is duly and expressly delegated.

(c) Compliance With Applicable Laws. In connection with the City's use of the Leased Properties pursuant to this Lease, the City shall comply with any and all applicable federal, State of California or local laws, regulations, ordinances, or other governmental requirements, whether now in effect or as may hereafter be amended, promulgated or enacted. To the extent provided in Section 9 herein, the City shall indemnify, defend and hold-harmless the District and others with respect to any and all violations of any such laws or other governmental requirements by the City or any of its officers, employees, contractors, subcontractors, agents or other representatives. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Subsection (b) shall survive termination of this Lease.

5. RESPONSIBILITY FOR MAINTENANCE. The present allocations of responsibility between the Parties for maintenance of the Park Improvements, and for payment of associated costs, are set forth in Exhibit D hereto. Each Party shall be responsible for paying such portions of the costs and expenses of maintaining, repairing and replacing the Park Improvements as specified in Exhibit D hereto.

6. FUTURE PROPERTY DEVELOPMENT AND GYMNASIUM IMPROVEMENT AND EXPANSION.

(a) Gymnasium. The District has commenced the planning and design of a completely renovated gymnasium to be constructed at Duarte High School ("New Gymnasium"). In connection with construction of the New Gymnasium, the District, at its cost, will demolish the tennis courts that presently are included in the Park Improvements located within the Leased Property at Duarte High School (Site No. 7), and will construct new tennis courts of the same size, type and quality ("New Tennis Courts") at another location within the Leased Property at Duarte High School. The District anticipates that the New Gymnasium and New Tennis Courts will be located generally as depicted in Exhibit "E" attached hereto and incorporated herein by this reference. Upon commencing construction, the District shall diligently pursue completion of the New Gymnasium and the New Tennis Courts. The District will schedule construction and completion of the new tennis courts prior to the demolition of the existing tennis courts.

(b) Glenn Miller Park. The District and City further agree to discuss future development within the Leased Property at Glenn Miller Park at Valley View Elementary School (Site No. 1). Both parties agree to discuss the potential relocation of the park to District-owned land adjacent and to the north of the existing park site. The District is desirous of adding a parking lot to accommodate future campus expansion needs and the City is open to discuss the potential relocation of Glenn Miller Park and playground to a nearby larger site with additional open space dedicated to the construction of a dog park. Community use of the parking lot during non-District use days and times would be included for discussion.

7. HAZARDOUS MATERIALS.

(a) Definition. For the purposes of this Lease, "Hazardous Materials" means any hazardous, explosive, radioactive or toxic substance, material or waste that is regulated by any federal, State or local governmental authority, including, without limitation, any material or substance that is regulated, defined or listed as: (i) a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any law, rule, regulation, ordinance or court or administrative ruling, notice, order or decision; (ii) a petroleum or a petroleum derivative; (iii) a flammable explosive; (iv) a radioactive material; (v) a polychlorinated biphenyl; or (vi) asbestos, an asbestos derivative or an asbestos containing material.

(b) Use in Accordance with Law. The City shall not possess, store or use, or permit the possession, storage or use of, any Hazardous Materials on or at any of the Leased Properties in a manner that violates any applicable federal, State of California or local law, regulation, ordinance, or other governmental requirement. A violation by the City of the foregoing prohibition shall constitute a material breach of this Lease by the City. Notwithstanding the foregoing, the presence of gasoline, diesel fuel, and common vehicle lubricants in enclosed tanks of vehicles or equipment shall not be considered to be a violation of the requirements of this Section 7 if such fuels and lubricants: (i) are used in accordance with all applicable laws and regulations; and (ii) are not spilled, discharged or otherwise released on or at any of the Leased Properties.

(c) Notice to District. The City must provide written notice to the District, in each case within five days of becoming aware of: (i) each spill, release or other discharge of any Hazardous Materials on or at any of the Leased Properties that reasonably might endanger any person or property and/or constitutes a violation of applicable law; and (ii) each notice, demand, claim or order received by the City from any governmental entity that relates to Hazardous Materials that may affect any of the Leased Properties.

(d) Indemnification. To the extent provided in Section 9 herein, the City shall indemnify, defend and hold-harmless the District and others with respect to any and all violations of any applicable federal, State of California or local laws, regulations, ordinances, or other governmental requirements relating to the possession, storage, use, release or discharge of Hazardous Materials on or at any of the Leased Properties that results from the acts pursuant to this Lease of the City or any of its officers, employees, contractors, subcontractors, agents or other representatives. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Section 7 shall survive termination of this Lease.

8. INSURANCE

(a) Required Insurance. Each Party, at its own cost and at all times while this Lease is in effect, shall have in effect such insurance coverage as, in the Party's prudent business judgment, is necessary, appropriate and sufficient to protect that Party (including, without limitation, with respect to potential liabilities to the other Party in connection with this Lease), the Leased Properties, and any personal property owned by that Party that is located on any of the Leased Properties. Such insurance shall include, at a minimum, general liability insurance, property insurance, and workers' compensation insurance. In the event a Party uses passenger vehicles or other motorized vehicles in connection with its activities pursuant to this Lease, the minimum insurance that Party is hereby required to have in effect shall also include vehicle liability insurance. Each Party shall, by endorsement, be named as an additional insured with respect to the liability and property insurance policies of the other Party, which policies shall be written on an "occurrence" basis, not on a "claims made" basis. Each Party hereby waives, on behalf of its insurer(s), any rights the insurer(s) may have to subrogation against the other Party, and each insurance policy shall be endorsed to specify such waiver. Each policy shall provide, without limitation, for severability of interests (separation of insured s). Any deductibles or self-insured retentions applicable to a Party's insurance coverage shall be subject to the reasonable approval of the other Party, which approval shall not be unreasonably withheld, delayed or conditioned. Either Party may obtain and maintain the insurance coverage required herein through a joint-powers insurance cooperative of which the Party is a member, provided that all foregoing conditions are satisfied. In all other cases, each policy required pursuant to this Section 8 must be issued by an insurer licensed to do business in the State of California and having an A.M. Best Company rating of not less than an "A minus" and Financial Size Category of not less than "IX." The Parties shall confer and/or negotiate in good faith in the event a Party seeks review and/or reconsideration of the amount, type or terms and conditions of any insurance coverage maintained by the other Party. Notwithstanding anything to the contrary, the failure of a Party to maintain in effect the insurance coverage required pursuant to this Section 8 shall be deemed and construed to be a material breach of such Party's obligations pursuant to this Lease.

(b) City Insurance Minimum Coverage. Notwithstanding Subsection (a) of this Section 8, the City shall have in effect: (i) comprehensive general liability insurance providing coverage in an amount not less than \$1,000,000 per occurrence and, if an aggregate limit applies, then not less than \$4,000,000 aggregate shall apply specifically to this Lease; (ii) property insurance providing coverage in an amount not less than the full replacement value of the Park Improvements; and (iii) workers' compensation insurance (Part 1) providing coverage in such amounts as may from time to time be required by State law.

(c) Certificates of Insurance. Within twenty days after the Effective Date, each Party shall provide to the other Party copies of certificate(s) evidencing that the providing Party has in effect the insurance policies required pursuant to this Section 8 (each a "Certificate of Insurance"). Each Certificate of Insurance issued on behalf of a Party shall: (i) specify the additional -insured and other endorsements required pursuant to this Section 8; and (ii) require that the insurer provide written notice to the other Party not later than thirty days prior to cancellation, termination, reduction in

coverage or expiration without renewal of such insurance policies, or not less than ten days prior to cancellation for non-payment of premium. Language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. Not less than thirty days prior to the expiration of any insurance policy that a Party is required to have in effect pursuant to this Section 8, that Party shall provide to the other Party a copy of the Certificate of Insurance for the renewal of the policy.

(d) Responsibility for Claims and Liabilities. Neither the existence or amount of insurance coverage required or otherwise in effect pursuant to this Section 8, nor the receipt of proceeds of any such insurance, shall be deemed or construed to constitute a limitation of any type whatsoever on the liability of a Party in connection with this Lease.

(e) Survival. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Section 8 shall survive termination of this Lease. The purpose of the foregoing is to ensure that, in applicable circumstances, a Party is entitled to insurance coverage as provided in this Section 8 regardless of whether the Lease has been terminated.

9. INDEMNIFICATION AND DEFENSE.

(a) Claims Arising From Sole Acts. Each Party (as "Indemnitor") shall indemnify, defend and hold-harmless the other Party, the other Party's governing body and each member thereof, and the other Party's officers, employees and duly-authorized agents (individually and collectively, the "Indemnitee"), and each of them, with respect to any and all losses, damages, costs, expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever (each a "Liability") that arise solely from any act or omission, negligent act or omission, or willful misconduct in connection with this Lease by the Indemnitor or any of its officers, employees, contractors, subcontractors, agents and/or other representatives. With respect to any and all claims, demands, actions and/or other proceedings within the scope of this Subsection (a) (each a "Claim"), the Indemnitor shall defend the Indemnitees using qualified and experienced legal counsel that is reasonably acceptable to the other Party, but selected and retained by the Indemnitor at its sole cost and expense. In its sole discretion and at its own cost and expense, an Indemnitee may participate in the defense of a Claim asserted against the Indemnitee utilizing legal counsel of its choice; however, such participation shall not relieve the Indemnitor of any obligation pursuant to this Section 9. A Party entitled to indemnification and defense pursuant to this Section 9 shall: (i) promptly notify the other Party of each Liability and Claim within the scope of this Section 9 for which the other Party may be liable; and (ii) to the extent reasonable, cooperate with the other Party's defense of such Claims.

(b) Claims Arising from Joint Acts. Except as provided in Subsection (c) of this Section 9, each Party shall provide its own defense with respect to: (i) any Claim arising out of the joint acts or omissions, negligent acts or omissions, or willful misconduct of the Parties in connection with this Lease; or (ii) any other situations in which both Parties may, to some extent, be responsible or are alleged to be responsible for any particular Liability. In such cases, each Party shall retain its own legal counsel and bear its own defense costs, subject to recovery of such costs as permitted by this Lease.

(c) Joint Defense of Claims. Notwithstanding the provisions of Subsection (b) of this Section 9, the Parties may, in writing, agree to a joint defense of any Claim that is within the scope of such Subsection (b). In such event, the Parties shall agree on legal counsel to defend such Claim. Except as provided in Subsection (d) of this Section 9, the Parties shall equally bear the cost of any such joint defense and any amount paid by the Parties (i) in settlement of the Claim or (ii) as a result of any final and binding court decision (or, if the Parties, each in its sole discretion, agree to arbitration, a final and binding arbitration decision) relating to the Claim. Except as provided in Subsection (d) of this

Section 9, the Parties shall equally share in any amount awarded to or received by the Parties (i) in settlement of the Claim or (ii) as a result of any final and binding court or arbitration decision relating to the Claim. Neither Party may bind the other Party to any settlement of any Claim without the express written consent of the other Party.

(d) Comparative Fault. Either Party may request that any settlement, court judgment, or arbitration decision associated with a Liability or Claim allocate or determine the comparative fault of the Parties, if any. Notwithstanding anything in this Section 9 to the contrary, in the event any final and binding settlement, court judgment, or arbitration decision allocates or determines the comparative fault of the Parties, a Party shall be entitled to reimbursement from the other Party, in amounts consistent with such comparative fault, of the damages, losses, and other costs incurred by the entitled Party in connection with the associated Liability or Claim, including, without limitation, any costs paid in the form of a deductible or self-insured retention.

(e) Statutory Liability. In the event a final judgment issued by a court of competent jurisdiction, or a final decision resulting from binding arbitration, determines that this Lease is an agreement within the scope of Government Code Section 895 *et seq.* and, in connection therewith, imposes liability on a Party solely by virtue of Government Code Section 895.2, that Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments arising from such liability, in full, from the other Party. In the event Government Code Sections 895 and/or 895.2 are altered or repealed, the requirements of this Subsection (e) shall apply with respect to any similar, successor or superseding law that imposes liability on a Party consistent with provisions of Government Code Section 895.2 as are in effect on the Effective Date.

(f) Arbitration Not Required. Nothing in this Lease shall be deemed or construed to require that the Parties resolve disputes through binding arbitration, but the Parties, each in its sole discretion, may, in writing, agree to binding arbitration in connection with any particular Liability or Claim.

(g) Survival. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations pursuant to this Section 9 shall survive termination of this Lease.

10. DEFAULT AND DISPUTE RESOLUTION.

(a) Default. A Party shall be in default of its obligations pursuant to this Lease if: (i) the Party fails to perform any material obligation required by this Lease as and when required or due; or (ii) the Party makes a general assignment for the benefit of creditors, a voluntary or involuntary petition for bankruptcy, dissolution or reorganization of the Party is filed pursuant to federal bankruptcy law, a court of competent jurisdiction appoints a trustee or receiver to manage or otherwise control all or a majority of the Party's assets, a court of competent jurisdiction makes all or a majority of the Party's assets subject to attachment, execution or other judicial seizure, or a court of competent jurisdiction determines that the Party has become insolvent or otherwise unable to pay its debts when due.

(b) Notice and Opportunity to Cure. If a Party ("Alleging Party") determines that the other Party ("Defaulting Party") is in default of any of its obligations pursuant to this Lease, the Alleging Party may give written notice of default to the Defaulting Party ("Notice of Default"). Each Notice of Default shall include a reasonably detailed explanation as to how, if at all, the default may be cured. A Defaulting Party shall have thirty days from receipt of a Notice of Default to cure the default specified in the notice. In addition to the requirements of Subsection (c) of this Section 10, the giving of a Notice of Default and the expiration of the period for cure of the default specified in this Section shall

be a condition precedent to the Alleging Party exercising any available remedy in response to the default.

(c) Informal Dispute Resolution. If a dispute arises out of or relates to this Lease (each a "Dispute"), including, without limitation, any Dispute relating to an alleged default or the interpretation of this Lease, the Parties shall make good-faith and reasonable efforts to resolve the Dispute through direct discussions. If the Dispute does not relate to a default by a Party or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of seven calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence the discussions required by this Subsection (c). If, after diligently making such efforts to resolve a Dispute for at least thirty calendar days, the Parties cannot resolve the Dispute, either Party may give written notice to the other Party that the efforts to informally resolve the Dispute have been unavailing and, therefore, have been terminated effective upon receipt of the notice. The attempts at resolving a Dispute required by this Subsection (c) shall be a condition precedent to a Party exercising any available remedy in response to the Dispute, except in the event the other Party unreasonably refused or failed to undertake the good-faith reasonable efforts required by this Subsection (c).

(d) Remedies Not Limited. Following any default that is not cured within the time required pursuant to Subsection (b) of this Section 10, and following compliance with the Dispute resolution requirements set forth in Subsection (c) of this Section 10, the Alleging Party shall have the right to exercise any and all remedies available pursuant to this Lease and applicable laws, regulations and other governmental requirements, including, without limitation, the right to terminate this Lease pursuant to Section 11 herein. The remedies available to an Alleging Party are not exclusive, and the Alleging Party may exercise any remedy individually or in combination with any other available remedy. Nothing in this Lease shall be deemed or construed to prohibit a Defaulting Party from disputing that a default has occurred or that the Defaulting Party is responsible for the default.

(e) Force Majeure. Notwithstanding the foregoing provisions of this Section 10, a Party ("Non-Performing Party") shall not be liable for any delay in the performance of its obligations pursuant to this Lease, nor shall any delay become a default for purposes of this Lease, to the extent such delay is attributable to a cause that is beyond the reasonable control of the Non-Performing Party and did not arise in whole or in part from any act unreasonable act, negligence or willful misconduct of the Non-Performing Party or any act or omission by the Non-Performing Party that is contrary to the requirements of this Lease (each a "Force Majeure Event"). However, a Non-Performing Party shall be excused for the delay in performance of its obligations due to a Force Majeure Event if, and only if: (i) promptly upon discovering that the Force Majeure Event has occurred, the Non-Performing Party gives notice to the other Party that describes the particulars of such event in reasonable detail; (ii) the suspension of the Non-Performing Party's performance is of no greater scope and of no longer duration than is reasonably required to accommodate the Force Majeure Event; (iii) the Non-Performing Party proceeds with reasonable diligence to remedy the delay in its performance and provides progress reports to the other Party, on a reasonable periodic basis, describing actions taken to mitigate the effects of such event; and (iv) when the Non-Performing Party is able to resume performance of its obligations under this Lease, it shall give written notice thereof to the other Party. Except as provided in this Section 10, the occurrence of a Force Majeure Event shall not be deemed or construed to relieve a Party of its obligations pursuant to this Lease.

11. TERMINATION.

(a) Termination Due to Expiration of Term. This Lease shall terminate upon expiration of the Term, unless the Parties agree, as provided in Section 3 herein, to extend (or further extend) the Term or to renew (or further renew) this Lease.

(b) Termination Due to Failure to Cure Default. Subject to compliance with Subsections (b) and (c) of Section 10 herein, an Alleging Party may terminate this Lease, with respect to any or all of the Leased Properties, by giving written notice to the Defaulting Party, if the Defaulting Party failed to cure any default within the time permitted by Subsection (b) of Section 10 herein. In such event, the termination shall be effective on the date that is thirty days following receipt by the Defaulting Party of the Alleging Party's notice of termination.

(c) City Termination for Convenience. The City, in its sole discretion, may terminate this Lease, with respect to any or all of the Leased Properties, and without need for cause, by giving written notice of termination to the District. In such event, the termination shall be effective on the date that is sixty days following receipt by the District of the City's notice of termination.

(d) District Termination for Convenience. At any time on or after the date that is 15 years following the Effective Date of the most current agreement, the District, in its sole discretion, may terminate this Lease, with respect to any or all of the Leased Properties, and without need for cause, by giving written notice of termination to the City. In such event, the termination shall be effective on the date that is sixty days following receipt by the City of the District's notice of termination.

(e) District Termination Due to Closure of School. At any time on or after the date that is five years following the Effective Date, the District may terminate this Lease, with respect to any particular one of the Leased Properties, by giving written notice of termination to the City, if the District, in its sole discretion, determines to close the school associated with that one of the Leased Properties, either permanently or for a period of at least one school or calendar year. In such event, the termination shall be effective on the date that is ninety days following receipt by the City of the District's notice of termination.

(f) Effect of Termination. Upon termination of this Lease, regardless of the reason for termination, and except as provided in Sections 7, 8, 9 and 12 of this Lease, any and all rights and obligations of the Parties pursuant to this Lease shall cease, and the City shall have no rights whatsoever to use any portions of the Leased Properties.

12. END OF LEASE. Upon termination of this Lease, regardless of the reason for termination, the City shall surrender all of the Leased Properties to the District, which Leased Properties must be in good order, condition and repair, excepting reasonable wear and tear. Upon termination of this Lease, any and all Park Improvements shall be deemed and construed to be the property of the District, and any and all equipment and other personal property located on any of the Leased Properties that is owned or otherwise was provided by the City in connection with its development or maintenance of the Park Improvements shall remain the property of the City. In the event this Lease terminates due to expiration of the Term without extension of the Term or renewal of the Lease, the City shall remove all of its equipment and other personal property from the Leased Properties prior to expiration of the Term. In the event this Lease terminates for any other reason, the City shall remove all of its equipment and other personal property from the Leased Properties within sixty days following the effective date of the termination, or if such equipment or personal property cannot reasonably be removed within such sixty-day period, then with all reasonable dispatch under the circumstances, and such obligation shall survive termination of this Lease. In no event shall the District be responsible or liable, either before or after termination of this Lease, for the theft of, or damage to, any personal property that the City keeps or uses on any of the Leased Properties.

13. GIVING OF NOTICE

(a) General Requirements. Any and all notices required or permitted to be given pursuant to this Lease (each a "Notice") must be in writing and must be given or served in accordance with this Section 13. The requirements of this Section 13 shall not be deemed or construed to apply to: (i) communications between the representatives *Of* the Parties for purposes of day-to-day, regular or routine administration of this Lease; or (ii) service of process in accordance with any applicable law or court rule.

(b) Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with signature of recipient and recipient's name legibly written on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); or (iii) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Lease.

(c) Persons to Whom Notices Must be Sent. Notices sent to a Party must be addressed and delivered to the Party's address and representative as specified below in this Subsection (c). A copy of any Notice sent to a Party must also be sent to that Party's legal counsel. A Party or legal counsel may change its address and contact information for purposes of this Lease by giving notice in accordance with this Section 13. Notices should, as applicable, be addressed as follows:

To the City:

City of Duarte
Attention: City Manager
1600 Huntington Drive
Duarte, CA 91010-2592

To City Legal Counsel:

Rutan & Tucker, LLP
Attention:
Thai Viet Phan, Esq.
18575 Jamboree Road 9th Floor
Irvine, CA 92612

To the District:

Duarte Unified School District
Attention: Chief Facilities Officer
1620 Huntington Drive
Duarte, CA 91010

To District Legal Counsel:

Atkinson, Andelson, Loya, Ruud & Romo
Attention: Brian W. Smith
4920 Campus Drive
Newport Beach, CA 92660

(d) Effective Service. A Notice shall be deemed to have been given or served only upon actual receipt by the addressee. If any Notice is delivered after 4:30 p.m. on any weekday, or is delivered on a weekend (Saturday or Sunday) or on any federal or State of California holiday (or, in the case of any Notice to the District, on any District furlough day mandated by the District or the State of California), the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. For purposes of this Lease, the term "business day" means any weekday (Monday through Friday) that is not a federal or State of California holiday, or a District furlough day mandated by the District or the State of California.

14. GENERAL PROVISIONS.

(a) Entire Agreement. This Lease constitutes the entire understanding and agreement between the Parties pertaining to the lease of the Leased Properties to the City, and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such subject matter, oral or written, are hereby superseded and replaced.

(b) Amendments. This agreement may be modified or amended, in each case, only by means of a written instrument that has been duly-approved, signed and delivered by both Parties.

(c) Governing Law and Venue. This Lease and all Disputes and other matters arising from this Lease shall be governed by and interpreted in accordance with California law. Any and all mediations, arbitrations, actions and other proceedings arising from this Lease must be initiated in, and unless a court of competent jurisdiction determines that a change in venue is necessary to ensure fundamental fairness, must be conducted in, the County of Los Angeles, California.

(d) Severability. To the extent a court of competent jurisdiction determines that a provision of this Lease is invalid, void, or illegal, that determination shall not affect, impair or invalidate any other provision of this Lease, and such other provisions shall remain in full force and effect and shall be interpreted, to the extent possible, to affect the intent of the Parties in agreeing to the invalid, void or illegal provision.

(e) Assignment. Neither Party may assign this Lease (in whole or in part) or any of the Party's rights pursuant to this Lease, or delegate any of its duties or obligations pursuant to this Lease, without the express written consent of the other Party given in advance of the assignment or delegation. A Party, in its sole discretion, may deny, delay or condition its consent to any such assignment by the other Party. Notwithstanding the foregoing, the City's consent is not required for any assignment or delegation by the District in connection with a transfer of territory or other reorganization of the District pursuant to Education Code Sections 35500 *et seq.* or 35700 *et seq.* Any purported assignment or delegation contrary to the requirements of this Subsection (c) shall be null and void *ab initio*. Subject to the foregoing, this Lease shall be binding on the Parties' respective duly-authorized successors and assigns.

(f) Attorneys' Fees. In connection with any action or other proceeding involving the Parties that arises from this Lease, each Party shall be responsible for and pay its own attorneys' fees, expert witness fees, court costs, and other expenses and costs in connection with the action or other proceeding.

(g) Cooperation. Each Party, upon request of the other Party and to the extent reasonable and consistent with the provisions of this Lease, shall cooperate with the other Party by executing such documents and/or taking such actions as are necessary for the Parties to achieve the purposes of this Lease.

(h) Waiver. A waiver by a Party of any provision of this Lease shall be binding only if the waiver is set forth in writing and has been duly-approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Lease shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Lease, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Lease.

(i) Headings and Captions. The headings and captions set forth in this Lease are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Section, Subsection or other provision herein.

(j) Fair and Reasonable Interpretations. Prior to execution and delivery of this Lease, each Party: (i) has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Lease and the meaning of the provisions herein; and (ii) has participated in the negotiation of the terms set forth in this Lease. Therefore, the provisions of this Lease shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Lease or any particular provision herein.

(k) Not a Joint Venture. The relationship of the Parties with respect to this Lease is that of independent contracting parties, and nothing in this Lease shall be deemed or construed to create any partnership, joint venture or similar relationship between the District and the City.

(l) Title to Real Property. Except for the leasehold interest hereby conveyed, nothing in this Lease shall be deemed or construed to constitute or result in a conveyance or transfer to the City of any title to or interest in the Leased Properties.

(m) Taxes. Both Parties are tax-exempt governmental entities, and the Parties do not anticipate that any taxes, assessments or other charges will be levied or assessed on or in connection with the Leased Properties, or in connection with the City's use of the Leased Properties, as a result of this Lease. However, to the extent levied or assessed in connection with the existence of this Lease, the City shall be responsible for and shall pay any and all such charges, including, without limitation, all real-property taxes, assessments, excises, levies, fees and other charges (whether general or special, ordinary or extraordinary, or foreseen or unforeseen). The City's obligations pursuant to this Subsection (h) extend to any possessory-interest tax levied or assessed as a result of a governmental entity determining that this Lease results in any private party having use of tax-exempt public property.

(n) Liens. The City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature (each a "Lien") on or with respect to any of the Leased Properties, the real property of which any of the Leased Properties is a part, or any interest therein. If the City breaches its obligations under this Section, it shall (i) immediately notify the District in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to the District, and (iii) defend and indemnify the District against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien. If the City fails to cause any such Lien to be discharged and released of record within twenty days of when the Lien was filed, the District shall have the right to do so, by payment, bonding (including without limitation obtaining and recording a lien release bond pursuant to California Civil Code Section 3143) or

otherwise, and the City shall be responsible for reimbursing the District for all costs and expenses that it incurs in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses. The failure by the District to post or record any notices of non-responsibility shall not in any manner diminish or negate the City's obligations pursuant to this Section. With respect to any and all acts, omissions, incidents and/or events that occur prior to termination of this Lease, the Parties' respective rights and obligations set forth in this Subsection (i) shall survive termination of this Lease.

(o) No Third -Party Beneficiaries. Aside from any general benefit to the public, the Parties have entered into this Lease solely for their own purposes and benefit. This Lease is not for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

(p) No Personal Liability. No member of the City Council of the City or other officer, employee or agent of the City, and no member of the Board of Education of the District or other officer, employee or agent of the District, shall be personally liable to any other party in the event of any default or breach by a Party of its obligations pursuant to this Lease, except to the extent of such person's liability pursuant to the Government Claims Act (Government Code Section 810 *et seq.*).

(q) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Lease bearing original signatures of both Parties.

(The remainder of this page intentionally left blank.)

(r) Due Authority. Each person signing this Lease on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease, as evidenced by the signatures of their duly authorized representatives below.

City of Duarte

By: _____
Daniel Jordan, City Manager

Attest:

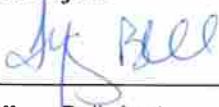
By: _____
Annette Juarez, City Clerk

Approved as to form:

By: Rutan & Tucker, LLP, Attorneys for
the City of Duarte

By: _____
Thai Viet Phan, Legal Counsel

Duarte Unified School District

By:  _____
Tiffany Bell, Assistant Superintendent,
Business Services

Approved as to form:

By: Atkinson, Andelson, Loya, Ruud & Romo,
Attorneys for the Duarte Unified
School District

By:  _____
Brian W. Smith, Legal Counsel

EXHIBIT "A"

DESCRIPTION OF LEASED PROPERTIES

LEASED PROPERTIES	
SITE NO. 1	Valley View Elementary School: Current Glenn Miller Park site north of the developed school site including sand play area and equipment.
SITE NO. 2	Beardslee <u>Academy</u> : Current Beardslee Park site south and east of developed school site including blacktop area and parking lot bordering Buena Vista Street, a large grass field and sand play area and play equipment .
SITE NO. 3	Andres Duarte <u>Academy</u> : Current Andres Duarte Satellite Park site south westerly portion of Andres Duarte Elementary School.
SITE NO. 4	California School of the Arts SGV (<u>CS Arts</u>): Current Northview Park site easterly portion of CS Arts including a large grass field area and jogging path. Excluding gymnasium and turf areas north and south of the gymnasium.
SITE NO. 5	Mount Olive (M.I.T.) High School and Andres Duarte Academy: Current Otis Gordon Sports Park site southerly portion of M.I.T. including 2 ball fields and large grass fields.
SITE NO. 6	Duarte <u>High</u> School: Current Duarte Sports Park North Fields, north westerly of Duarte High School including 2 ball fields and large grass field.
SITE NO. 7	Duarte <u>High</u> School: Current Duarte Sports Park South Fields, south westerly of Duarte High School including 2 ball fields, large grass field, snack bar building, a skateboard park, tennis courts, 2 parking lots, and a Futsal Courts site.

EXHIBIT "B"

DESCRIPTION OF EXISTING CITY PARK IMPROVEMENTS ON LEASED PROPERTIES

EXISTING PARK IMPROVEMENTS	
SITE NO. 1	Glenn Miller Park at Valley View Elementary School
	• Sand play area, playground equipment • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ' s • Concrete steps, pads, paths and misc. infrastructure
SITE NO. 2	Beardslee Park at Beardslee Academy
	• Sand play area, playground equipment • Restroom building • Large grass field • Full irrigation system including pi ping, heads and electrical systems • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Concrete steps, pads, paths and misc. infrastructure • Perimeter fencing • Monument sign
SITE NO. 3	Andres Duarte Satellite Park at Andres Duarte Academy
	• Concrete steps, pads, paths and misc. infrastructure • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Sand play area, playground equipment • Restroom building • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 4	Northview Park at CS Arts
	• Large grass field • 2 large backstops • 2 small backstops • Decomposed granite perimeter path and misc. infrastructure • Full irrigation system including piping, heads and electrical systems • Perimeter fencing • Monument sign

EXISTING PARK IMPROVEMENTS	
SITE NO. 5	Otis Gordon Park (Field A & B) at M.I.T. and Andres Duarte Academy • 2 Large grass fields • 2 reinforced block scorer's box buildings • 2 softball fields, backstops and dugouts • Field lighting for 2 separate ball fields including switch gear, poles, fixtures and bulbs • 4 sets of medium size bleachers • Concrete steps, pads, walkways • Misc. concrete trash receptacles • Misc. picnic tables, drinking fountains and BBQ's • Full irrigation system including piping, heads and electrical systems • Perimeter fencing including steel fencing • Monument sign
SITE NO. 6	Duarte Sports Park North Fields at Duarte High School • Large grass field • 2 reinforced block scorer's box buildings • 1 softball field, backstop and dugouts • 1 baseball field, backstop and dugouts • Field lighting for 2 separate ball fields including switch gear, poles, fixtures and bulbs • Concrete steps, pads, walkways and misc. infrastructure • 4 sets of medium size bleachers • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Outfield protective netting • Perimeter fencing

EXISTING PARK IMPROVEMENTS	
SITE NO. 7	Duarte Sports Park South Fields at Duarte High School • Large grass field • 2 reinforced block scorer's box buildings • 1 softball field, backstop and dugouts • 1 baseball field, backstop and dugouts • Field lighting for 2 ball fields including switch gear, poles, fixtures and bulbs • Concrete steps, pads, walkways and misc. infrastructure • Snack bar building including 2 small restrooms • 6 sets of medium size bleachers • 1 skateboard park • 1 Futsal courts park (Former hockey rink) • Full irrigation system including piping, heads and electrical systems • Misc. concrete trash receptacles • Perimeter fencing • Tennis court lighting, nets and screens • Parking lot located along Central Ave. west of skateboard park • Parking lot located between site no. 6 and 7 along Bloomdale Ave.

EXHIBIT "C"
SCHEDULE OF USES

SCHEDULE OF USES FOR LEASED PROPERTIES	
SITE NO. 1	<u>Glenn Miller Park at Valley View Elementary School</u> . City community park with no scheduled shared uses.
SITE NOS. 2, 3, 4 & 5	<u>Beardslee Park, Andres Duarte Satellite Park, Northview Park, Otis Gordon Park at Beardslee Academy, Andres Duarte Academy, CS Arts, M.I.T. and Andres Duarte Academy.</u> 1. These Sites (<i>i.e.</i>, Site Nos. 2-5) shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 3:00 p.m. b) Other days and times including Summer School as mutually determined by the School Principals or their designees and the City Director of Parks and Recreation or his/her designee. The City shall develop and maintain a Master Field Use Calendar. c) The District shall allow the Duarte Senior Center Softball Team(s) to practice and play on Site No. 5 Field A based on field availability. The City Director of Parks and Recreation or his/her designee shall provide a written request on the appropriate District facility use form to the M.I.T. and Andres Duarte Academy Principals or their designee. D) The District shall allow community and City-related use of the Beardslee Academy parking lot on Buena Vista St. after all regular school uses have ended and during district designated no-school days and holidays. e) The District shall allow community and City-related use of Beardslee Academy black top basketball courts after all regular school uses have ended and during district designated no-school days and holidays. All basketball court uses must end at dusk and the City will facilitate the daily closure of access gates at dusk. 2. When it is necessary for the District to schedule additional unanticipated use for team practices or friendly games other than as described in subsections 1 (a) and 1 (b), the School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. The addition of District uses would be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 3. The grounds for these Sites (<i>i.e.</i>, Site Nos. 2-5) shall be available for community use at all other times as a City Community Park. In addition, the District agrees to unlock perimeter fencing gates at Beardslee Academy (<i>i.e.</i>, Site No. 2) and CS Arts (<i>i.e.</i>, Site No. 4) Monday through Friday at 3:00 p.m.

SITE NO. 6, 7	<u>Duarte Sports Park North and South Fields at Duarte High School</u> 1. The Duarte High School grounds (Site No. 6 & 7) shall be available for District use exclusively as follows: a) Scheduled Regular School Year School Days, Monday through Friday, 7:30 a.m. to 5:00 p.m. b) Other days and times including Summer School as mutually determined by the Duarte High School Principal or his/her designee and the City Director of Parks and Recreation or his/her designee. The City shall develop and maintain a Master Field Use Calendar and shall meet with the District to input District uses at the beginning of each new school year and in February and May to update the Master Field Use Calendar. 2. When it is necessary for the District to schedule additional unanticipated use for games other than those described in subsections 1 (a) and 1 (b) above (such as C.I.F. post season playoff games, etc.), and when such additional use will result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar, the Duarte High School Principal or his/her designee shall provide a written request with a minimum of 48 hours notice unless it is mutually determined to be an emergency need, on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designee. 3. When it is necessary for the District to schedule additional unanticipated use for <u>team practices</u> other than as described in subsections 1 (a) and 1 (b) above, the Duarte High School Principal or his/her designee shall provide a written request on the appropriate City facility use form to the City Director of Parks and Recreation or his/her designate. The addition of District <u>team practice</u> uses shall be completely dependent on field use availability based on the Master Field Use Calendar and, absent the consent of the City Director of Parks and Recreation, shall not result in the cancellation of existing, previously scheduled City uses or rentals included on the Master Field Use Calendar. 4. The Duarte High School grounds (Site No. 6 & 7) shall be available for community use at all other times as a City Community Park. All City scheduling of uses of fields located on Site No. 6 will be limited to non-soccer, rugby and football uses and will be restricted to softball and baseball related activities.
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EXHIBIT "D"

SCOPE OF WORK

The City shall plan, develop, and cause to be constructed and/or maintained community satellite parks on Leased Properties as set forth below.

I. General.

- A. All improvements and the construction of such improvements are subject to all applicable requirements of the Division of State Architect within the California Department of General Services, California Code of Regulations Title 21, and other provisions of law.
- B. All Leased Properties shall be professionally assessed to ensure compliance with the Americans with Disabilities Act ("ADA"). New facilities shall comply with the ADA and its implementing regulations and standards. The Parties shall develop a plan to bring existing facilities into compliance with the ADA and its implementing regulations and standards. [Costs and timeline involved to meet compliance are yet to be determined.]
- C. All improvements of a permanent nature shall be approved by the Board of Education.
- D. The City may construct miscellaneous additional improvements, provided they comply with subsections I(A) through I(B) above, and they do not interfere with school programs.

II. Maintenance of Facilities.

A. Turf Maintenance.

- 1. The City shall maintain irrigation, mowing and fertilizing of all Turf Areas and landscaping located on Site No. 7
- 2. The City shall fertilize and provide weed control to all Turf Areas at all sites excluding Site No. 6 at least two (2) times per year.
- 3. The City shall coordinate with the District to shut down all uses of the Turf Areas located at Site No. 2, Site No. 4, Site No. 5, and Site No. 7) two (2) times per year for a minimum of six (6) weeks for the purpose of overseeding.
- 4. The City shall trim, prune and maintain trees on all sites except Site No. 6 and 7 as deemed necessary by the City.
- 5. The City and District both agree to restrict all vehicular traffic on all Turf Areas to maintenance vehicles only for the sole purpose of repairs, maintenance and renovations. All other vehicles shall be prohibited. If turf is damaged due to approved unrestricted vehicle traffic then the party responsible for scheduling, approving or allowing the use shall bear the burden of the repair cost, as mutually determined by the City and District.

6. The City and District both agree to restrict all uses of Turf Areas when the turf is wet and oversaturated and deemed unplayable. Playability of the turf on Site No. 6 shall be determined by the District and for Site No. 2, 3, 5 & 7 by the City.
7. If turf is damaged due to play or practice after a Turf Area is declared unplayable, then the Party responsible for scheduling, approving or allowing the play or practice shall bear the burden of the repair cost, as mutually determined by the City and District .

III. Facility Maintenance.

- A. The City shall maintain, be responsible for, regularly inspect and, when damaged repair the following facilities: :
 1. All ball field scorer's boxes at Site No. 5, 6 and 7.
 2. Addition of ball field infield dirt material at ball fields at Site No. 5 and Site No. 7) as determined by the City.
 3. All outdoor electrical lighting systems including switch gear, light poles, fixtures and lamps at Site No. 5, 6 and 7.
 4. Tennis Court electrical lighting systems, fencing, nets and posts at Site No. 7 as determined by the City.
 5. Futsal Court electrical lighting systems, fencing, nets and posts at Site No. 7.
 6. Skate Park at Site No. 7, including signage, pursuant to compliance of Health and Safety Code 115800.
 7. Outdoor bleachers and benches at Site No. 5.
 8. Playground equipment and related infrastructure at Site No. 1, 2, 3.
 9. Trash enclosure and dumpsters and dumpster trash collection at Site No. 7.
 10. Trash collection at all sites as related to City and community use related activities.
 11. Restrooms buildings at Site No. 2 and 3.
 12. Picnic tables/ benches , barbecues at Site Nos. 1, 2 and 3.
 13. Snack Bar building including restrooms at Site No. 7.
 14. Backstop poles and fencing including dugouts at Site No. 5, 6, 7. City will determine if repairs are needed.
 15. Outdoor drinking fountains at Site No. 7, Site No. 5, Site No. 1 and Site No. 2.
 16. Miscellaneous park improvement infrastructure at all sites.

B. The City and District, upon mutual agreement in regard to need and costs, shall share responsibility for the maintenance, repair or replacement of the following facilities:

1. Perimeter fencing and gates at Site No. 2, 3, 4, 5, 6 and 7.
2. Court surfacing for six (6) tennis courts at Site No. 7.
3. All bleachers and benches at Site No. 6, 7.
4. Annual infield dirt leveling and pitcher's mound maintenance including scarifying infield and base peg resetting, bases and pitching rubbers at Site No. 7 Baseball Field and Softball Field for District uses.
5. Upper varsity field baseball field outfield protective netting Site No. 6.

C. The District shall be solely responsible for the following:

1. The District shall maintain irrigation, mowing and fertilizing of all Turf Areas and landscaping located on Site No. 6 and will pay for all water bills related to Site No. 6 water usage.
2. Any additional construction and improvements to facilities to meet Title IX requirements at all sites .
3. Provide regular maintenance including repairs and replacement of pitcher's mound, infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Baseball Field at Site No. 6.
4. Provide regular maintenance including repairs and replacement of infield dirt material including the adding and leveling of material, bases, pegs, and pitching rubbers and related needs at Varsity Softball Field at Site No.6.
5. Trash collection from fields, dugouts and receptacles at all sites after any District related regular uses, games and activities.
6. Any projects or additions that are exclusive to DUSD-only needs and uses.

EXHIBIT "E"

DEPICTION OF ANTICIPATED LOCATION OF NEW GYMNASIUM AND NEW TENNIS COURTS

DUARTE HIGH SCHOOL

Proposed Improvements





AGENDA REPORT

MEETING DATE: June 28, 2022

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Notice of Completion for the Infrastructure Modernization Program project with Climatec LLC

RECOMMENDATION: That Council authorize a Notice of Completion for the Infrastructure Modernization Program project with Climatec LLC

FISCAL IMPACT: The total project cost is \$2,834,681. Of that total, \$2,750,427 was financed through a lease-purchase agreement with U.S. Bancorp, with annual debt service payments of \$220,900 being made by the General Fund over a period of 15 years. The remaining \$84,254 of the total project cost is being paid by the General Fund.

Under the terms of the Agreement, Climatec warranted that the project would result in net cost savings to the City over the useful life of the installed infrastructure. Climatec will be providing the City with annual reports to verify the warranted savings.

BACKGROUND

In January 2019, Climatec completed an assessment of the City's infrastructure and developed a plan for an energy infrastructure modernization program. Over the following months, the City and Climatec worked to finalize both a scope of work and financing plan, and the Council held project scoping workshops on April 19, 2019, and on June 1, 2019.

On August 22, 2019, the City Council adopted Resolution 19-19 that authorized the implementation of the Infrastructure Modernization Program. This enabled the City to utilize Government Code Sections 4217.10 through 4217.18 "to enter into one or more facility financing contracts if funds for the repayment thereof are projected to be available from the savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services."

On September 24, 2019, the City Council approved the Energy Performance Contract with Climatec. The contract called for many energy efficiency upgrades that included:

- Converting all City owned street lights to LED;
- Street lighting controls;

- Solar panels at City Hall;
- Solar thermal at the Fitness Center;
- LED light installation at City buildings;
- Mechanical equipment upgrades at the Senior Center; and
- Irrigation control upgrades for all landscape locations.

A detailed list with a schedule of all project items and costs is shown as Attachment 1. The additional Attachments (Attachments 2-5) provide a range of details about the project's background, its projected costs savings, the method by which Climatec will verify those projected cost savings, and other project details.

DISCUSSION/ANALYSIS

Most of the project work was completed several months ago, but the project completion and the final retention payment was held up while Staff and Climatec worked through the final details related to the ongoing costs for wireless communications associated with the irrigation control system and the street light control system. The cost associated with the wireless irrigation controllers increased since the time the contract was signed and Climatec has agreed to cover that cost for 15 years. All work associated with the project has been completed and a notice of completion is appropriate.

The original contract amount was \$2,750,427, and the final amount with change orders was \$2,834,681. This represents a 3.06% increase over the original contract amount, which is a relatively small increase given the size and complexity of the project. Change orders included an additional cost for: LED lights in parks that was not a part of the original contract but allowed all City lighting to transition to LED; replacing mission bell lights with new fixtures rather than retrofit because of the condition of the mission bells; and some additional concrete in the courtyard area. Contract credit was given for some roof damage at City Hall and for the wireless cost for the irrigation control system between year five and 15 of the contract.

RECOMMENDATION

That Council authorize a Notice of Completion for the Infrastructure Modernization Program project with Climatec LLC.

FISCAL IMPACT

The total project cost is \$2,834,681. Of that total, \$2,750,427 was financed through a lease-purchase agreement with U.S. Bancorp, with annual debt service payments of \$220,900 being made by the General Fund over a period of 15 years. The remaining \$84,254 of the total project cost is being paid by the General Fund.

Under the terms of the Agreement, Climatec warranted that the project would result in net cost savings to the City over the useful life of the installed infrastructure. Climatec will be providing the City with annual reports to verify the warranted savings.

ATTACHMENTS

Attachment 1 – Worklist by item with associated costs

Attachment 2 – August 22, 2019 Staff Report

Attachment 3 – September 24, 2019 Staff Report

Attachment 4 – Measurement and Verification Agreement

Attachment 5 – Infrastructure Modernization Program Detailed Analysis

TO OWNER:

FROM CONTRACTOR:

Climatec LLC
2851 W. Kathleen Rd.
Phoenix, AZ 85053

CONTRACT FOR: **Energy Contract**

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet. AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>\$2,750,427.00</u>
2. Net Change by Change Orders	\$	<u>\$84,253.63</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>\$2,834,680.63</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>\$2,834,680.63</u>
(Column G on G703)		
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>\$0.00</u>
(Columns D + E on G703)		
b. _____ % of Stored Material	\$	<u> </u>
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column I of G703)		
	\$	<u>\$0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>\$2,834,680.63</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>\$2,759,297.80</u>
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	<u>\$75,382.83</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	<u>\$0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$156,597.00	\$2,500.00
Total approved this Month	\$13,505.63	\$83,349.00
TOTALS	\$170,102.63	\$85,849.00
NET CHANGES by Change Order		\$84,253.63

Page 1 of 2

PROJECT:

**City of Duarte
1600 Huntington Dr.
Duarte, CA 91010**

VIA ARCHITECT:

APPLICATION NO.:

21-Retention

PERIOD TO:

4/30/2022

PROJECT NOS.:

90019129 / 92019129

CONTRACT DATE:

9/24/2019

Distribution To:

Owner

Architect

Contractor

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CLIMATEC, LLC.

By: **Beverly Martin**

State of: **ARIZONA**

County of: **MARICOPA**

Subscribed and sworn to before

me this 12th day of May, 2022

Notary Public:

My Commission expires: 8-31-2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

§

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

Bv:

Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Digitally signed by Beverly
Martin
DN: C=US,
E=bmartin@climate.com
CN=Beverly Martin
Date: 2022.05.12
07:53:13-0700'

Date: 5-12-2022



AIA Document G702 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION AIA® © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

City of Duarte
1600 Huntington Dr.

APPLICATION NO.: 21-Retention
APPLICATION DATE: 4/26/2022
PERIOD TO: 4/30/2022
ARCHITECT'S PROJECT NO.: 90019129 / 92019129

Climatec LLC

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bond/ Mobilization/ APME/ Admin	\$275,042.00	\$275,042.00			\$275,042.00	100%	\$0.00	\$ -
2									
3	City-Wide Measures								
4	Street Lighting	\$783,675.00	\$783,675.00			\$783,675.00	100%	\$0.00	\$ -
5	CO1 - Modification to Street Lighting Scope (New Bells)	\$63,997.00	\$63,997.00			\$63,997.00	100%	\$0.00	\$ -
6	CO3 - (60) Post-Top-Lanterns	\$79,000.00	\$79,000.00			\$79,000.00	100%	\$0.00	\$ -
7	Street Lighting Controls	\$145,689.00	\$145,689.00			\$145,689.00	100%	\$0.00	\$ -
8	Irrigation	\$523,675.00	\$523,675.00			\$523,675.00	100%	\$0.00	\$ -
9									
10	Chamber of Commerce								
11	Lighting	\$1,983.00	\$1,983.00			\$1,983.00	100%	\$0.00	\$ -
12	Controls	\$1,669.00	\$1,669.00			\$1,669.00	100%	\$0.00	\$ -
13									
14	City Hall								
15	Lighting	\$32,231.00	\$32,231.00			\$32,231.00	100%	\$0.00	\$ -
16	Controls	\$42,185.00	\$42,185.00			\$42,185.00	100%	\$0.00	\$ -
17	Solar PV Electric Generation	\$487,511.00	\$487,511.00			\$487,511.00	100%	\$0.00	\$ -
18	Roofing Credit to City	(\$2,500.00)	(\$2,500.00)			(\$2,500.00)	100%	\$0.00	\$ -
19	Concrete Work Adder to City	\$13,600.00	\$13,600.00			\$13,600.00	100%	\$0.00	\$ -
20									
21	Community Center								
22	Lighting	\$16,825.00	\$16,825.00			\$16,825.00	100%	\$0.00	\$ -
23	Controls	\$13,193.00	\$13,193.00			\$13,193.00	100%	\$0.00	\$ -
24									
25	Fitness Center								
26	Lighting	\$12,815.00	\$12,815.00			\$12,815.00	100%	\$0.00	\$ -
27	Controls	\$14,861.00	\$14,861.00			\$14,861.00	100%	\$0.00	\$ -
28	Renewables (Pool Solar Thermal)	\$85,623.00	\$85,623.00			\$85,623.00	100%	\$0.00	\$ -
29									
30	Senlor Center								
31	Lighting	\$20,507.00	\$20,507.00			\$20,507.00	100%	\$0.00	\$ -
32	Controls	\$14,729.00	\$14,729.00			\$14,729.00	100%	\$0.00	\$ -
33	Mechanical	\$123,313.00	\$123,313.00			\$123,313.00	100%	\$0.00	\$ -
34									
35	Teen Center								
36	Lighting	\$16,801.00	\$16,801.00			\$16,801.00	100%	\$0.00	\$ -
37	Controls	\$6,975.00	\$6,975.00			\$6,975.00	100%	\$0.00	\$ -
38	Mechanical	\$90,798.00	\$90,798.00			\$90,798.00	100%	\$0.00	\$ -
39									
40	Public Safety Station								
41	Lighting	\$8,339.00	\$8,339.00			\$8,339.00	100%	\$0.00	\$ -
42	Controls	\$1,669.00	\$1,669.00			\$1,669.00	100%	\$0.00	\$ -
43									
44	Royal Oaks Park Building								
45	Lighting	\$8,101.00	\$8,101.00			\$8,101.00	100%	\$0.00	\$ -

46	Controls	\$4,253.00	\$4,253.00			\$4,253.00	100%	\$0.00	\$ -
47									
48	Duarte Park Building								
49	Lighting	\$4,571.00	\$4,571.00			\$4,571.00	100%	\$0.00	\$ -
50									
51	Duarte Museum								
52	Lighting	\$2,645.00	\$2,645.00			\$2,645.00	100%	\$0.00	\$ -
53	Controls	\$2,961.00	\$2,961.00			\$2,961.00	100%	\$0.00	\$ -
54									
55	Aloysia Moore Park								
56	Lighting	\$2,024.00	\$2,024.00			\$2,024.00	100%	\$0.00	\$ -
57									
58	Beardslee Park								
59	Lighting	\$735.00	\$735.00			\$735.00	100%	\$0.00	\$ -
60									
61	Encanto Park & Nature Walk								
62	Lighting	\$1,830.00	\$1,830.00			\$1,830.00	100%	\$0.00	\$ -
63									
64	Royal Oaks Park and Extension								
65	Lghting	\$1,830.00	\$1,830.00			\$1,830.00	100%	\$0.00	\$ -
66									
67	Thorsen Park								
68	Lighting	\$1,369.00	\$1,369.00			\$1,369.00	100%	\$0.00	\$ -
69	CO#4 - Credit for Wireless Communication for Irrigation Controllers for years 6-15 of system useful life	(\$83,349.00)		(\$83,349.00)		(\$83,349.00)	100%	\$0.00	\$ -
70	CO#5 - Ubiqquia five-year Service Agreement	\$13,505.63		\$13,505.63		\$13,505.63	100%	\$0.00	\$ -
		\$2,834,680.63	\$2,904,524.00	(\$69,843.37)	\$0.00	\$2,834,680.63	100%	\$0.00	\$0.00



Change Order Proposal

City of Duarte Infrastructure Modernization Program

Project Number: 90019129

CUSTOMER INFO	
Contact Name	Craig Hensley
Phone	626.357.7931
Email	chensley@accessduarte.com
Address	1600 Huntington Dr Duarte, CA 91010

PROJECT INFO	
Change Order Number	4
Amount	-\$83,349
Date	March 28, 2022
Address	1600 Huntington Dr Duarte, CA 91010
Purpose of Proposal	Contract credit to pay for cost of wireless communication for irrigation controllers for years 6-15 of system useful life

DESCRIPTION OF WORK

Wireless Communication for Irrigation Controllers

- Contract originally included Freedom Pop 4G communication for the irrigation controllers at no additional cost for the life of the system, however, Freedom Pop went out of business during construction.
- When the City and Climatec mutually agreed to proceed with T-Mobile as an alternate to Freedom Pop, Climatec prepaid five (5) years of T-Mobile hotspot service in amount of \$41,674.50 for 5 years.
- City requesting a solution for wireless communication for 15 years to ensure connectivity for the life of the system.
- Wireless communication technology likely to change every few years, so it is not in the City's best interest to prepay T-Mobile hotspot service beyond the initial five-year period.
- Climatec proposes to give a contract credit to cover the cost of wireless communication for the irrigation controllers in years 6-15 of the system's useful life. The amount of the credit would be \$83,349.
- After the initial five-year contract with T-Mobile ends, the City would be responsible for seeking a wireless communication solution and contracting directly with the selected provider.

Amount of credit to the City to cover cost of wireless communication for irrigation controllers in years 6-15 of system useful life: \$83,349

TERMS & CONDITIONS

All other terms and conditions stated in the original Scope of Work from the Installation Agreement Between City of Duarte and Climatec, LLC., Dated September 24, 2019 remain unchanged.

City of Duarte

Signature

Date

Print Name

Title

Climatec, LLC.

Jim

Signature

Mullaney

Print Name

Digitally signed by Jim Mullaney
DN: cn=Jim Mullaney, o=Climatec,
LLC, ou=, email=jmullaney@climatec.com,
c=US
Date: 2022.05.13.13:41:35 -07'00'

Date

Title



Change Order Proposal

City of Duarte Infrastructure Modernization Program

Project Number: 90019129

CUSTOMER INFO	
Contact Name	Craig Hensley
Phone	626.357.7931
Email	chensley@accessduarte.com
Address	1600 Huntington Dr Duarte, CA 91010

PROJECT INFO	
Change Order Number	5
Amount	\$13,505.63
Date	March 28, 2022
Address	1600 Huntington Dr Duarte, CA 91010
Purpose of Proposal	Charge to City to pay for cost of Ubicquia five-year service agreement

DESCRIPTION OF WORK

Ubicquia Service Agreement for Streetlight Control Nodes

- Contract for a streetlighting control system included open protocol street lighting control and monitoring system to control (674) applicable street lighting fixtures capable of dimming the fixtures by a set amount during dusk and dawn, notifying city personnel when a light is not functioning properly, and serving as platform for smart city applications shall the City wish to add features such as parking sensors, security monitoring, or public Wi-Fi in the future.
- Climatec intended to use a Cimcon control system or something similar that does not require an ongoing service agreement with an additional cost.
- Before we deployed a streetlighting control system, City Staff evaluated various control system providers.
- Per City request, Climatec proceeded with a Ubicquia control system which requires a service agreement for the control nodes to communicate.
- Climatec prepaid five years of Ubicquia service in the amount of \$13,505.63 for 5 years of (incl. tax) at the time of purchase for the control system.
- Climatec propose to have the City assume responsibility for the ongoing Ubicquia service agreement including the initial five years of service plus the cost of service after year five in exchange for their agreement to cover the 15 year cost of the wireless communication for irrigation controllers (per Change Order #3)
- After year five, the City will contract directly with Ubicquia to renew the service agreement.

Amount of charge to the City to reimburse Climatec for the initial five year service agreement with Ubicquia: \$13,505.63

TERMS & CONDITIONS

All other terms and conditions stated in the original Scope of Work from the Installation Agreement Between City of Duarte and Climatec, LLC., Dated September 24, 2019 remain unchanged.

City of Duarte

Signature

Date

Print Name

Title

Climatec, LLC.

Signature

Print Name

Digitally signed by Jim Mullaney

DN: cn=Jim Mullaney, o=Climatec, LLC,
ou, email=jmullaney@climatec.com,
c=US

Date: 2022.05.13 13:42:06 -07'00'

Title

Agenda Memo City Manager's Office

To: Mayor Paras-Caracci and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 8/22/19
Re: **RESOLUTION 19-R-19 AUTHORIZING THE IMPLEMENTATION OF THE CITY OF DUARTE INFRASTRUCTURE MODERNIZATION PROGRAM PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18**

RECOMMENDATION: City staff is recommending that the City Council, by motion read by title only, waive further reading and adopt Resolution No. 19-R-19 titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF THE CITY OF DUARTE INFRASTRUCTURE MODERNIZATION PROGRAM PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18, MAKING CERTAIN FINDINGS REQUIRED THEREFORE, AND AUTHORIZING RELATED ACTIONS" (See Attachment) including agreements with Climatec LLC and associated US Bancorp Government Leasing and Finance Inc. financing agreements for the design/build implementation of a comprehensive infrastructure modernization program throughout the City.

BACKGROUND: The City of Duarte initiated an effort to assess the feasibility of a comprehensive Infrastructure Modernization Program in the Summer of 2018. The objectives of the program were to:

- 1) Comprehensively modernize aging energy/building/water infrastructure;
- 2) Complete improvements with costs being covered by utility savings;
- 3) Reduce rising utility costs, operating expenditures, and piecemeal maintenance costs associated with outdated and/or obsolete equipment;
- 4) Incorporate smart, connected, sustainable technology to improve City livability and services
- 5) Create a higher service level for the Duarte community through enhanced street and building lighting, facility heating and cooling; swimming pool heating etc.

Based on a demonstrated track record of helping other California public agencies achieve similar objectives, in January 2019, Climatec completed an investment grade assessment of the City's infrastructure and developed a turnkey design/build infrastructure modernization program. Since that time, staff and City Council have worked with Climatec to finalize a scope of work and funding plan through multiple ad hoc committee meetings, Council meeting presentations, and two City Council workshops on 4/9/19 and 6/11/19. Based on the last Council workshop, staff was directed to formally agendize the program for a discussion and vote.

DISCUSSION: The purpose of this agenda item is for the Council to consider adoption of Resolution 19-R-19 making certain findings and approving agreements with Climatec LLC for design/build implementation and energy conservation services and financing agreements with U.S. Bancorp Government Leasing and Finance Inc. (See Attachment B.3) in accordance with Government Code § 4217.10 through § 4217.18.

The design/build procurement option is specific to energy conservation projects and was created by the State legislature to give maximum flexibility to cities when pursuing projects that promote energy efficiency and help meet State energy mandates. This type of contracting approach provides a number of efficiencies over the traditional approach of awarding separate contracts for design services and construction (design-bid-build approach) when pursuing a large scale comprehensive program. The benefits of a design/build approach include, but are not limited to, a greater flexibility in the contract award process; opportunity for innovation, a single point of accountability, fewer change orders and claims, and faster overall project completion. An excellent example of the type of construction is the Metro Gold Line Foothill Extension.

Prior to the Council considering adoption of the resolution, a public hearing will be held in order to meet the statute requirements of Government Code Section 4217. If approved, construction will consist of the following projects and is anticipated to cost approximately \$2.3 million dollars.

- LED Street Light Modernization
- Roof Mounted Solar PV System
- High Efficiency Heating & Cooling Equipment
- Interior & Exterior LED Lighting Modernization
- Smart Connectivity Street Light Control System
- Smart Building Automation System
- Solar Thermal Pool Heating
- Smart Irrigation Weather-Based Control System

If approved tonight, Council can expect one or more of the projects to commence in the Fall of 2019, and the entire scope is expected to take approximately 12 to 18 months to complete. (See Attachment B.1)

FISCAL IMPACT: The following two charts illustrate the cost/savings analysis of the proposed scope of work in a line item format requested by Council. The two charts differ in the savings aspect depending on the type of financing selected. The feedback from the Council workshop on 6/11 was to bring back an option for financing half of the program in order to generate greater net operating budget savings, which is displayed in Option A. Option A requires a \$1 million capital contribution from the General Fund Reserves at the start of the project. However, since the last meeting with Council on this project, interest rates have dramatically dropped to 2.42%. Thus, staff and the Climatec team are also putting forward Option B, requiring no capital contribution from the General Fund Reserves.

***Project Cost Breakdown**

\$2,286,597

- \$2,286,597 – Municipal Lease Purchase Program (2.42% interest rate)
- \$ 0 – City Contribution

****Lifecycle Savings Breakdown**

\$5,317,202

- \$3,330,605 – General Fund Operating Budget savings from reduced utility and maintenance costs over the life of the new equipment (15 years for infrastructure improvements and 30 years for solar)
\$1,986,597 – Avoided capital expenditures (an increase of \$700,000 over Option A based on capital improvement and deferred maintenance projects that must be funded in the next 1-3 years and financing the entire project). Also requires an annual payment of \$20,000 for 15 years which would be recouped after the lease.

To reiterate in closing, **the City will not incur any additional expenditures** related to implementing the Infrastructure Modernization Program. The program pays for itself and provides a positive lifecycle savings of either approximately \$4.6 million for Option A or \$5.3 million for Option B from the General Fund over the life of the new equipment (15 years for infrastructure improvements and 30 years for solar). **Per the Measurement and Verification Agreement**, (Attachment B.2) **Climatec provides a contractual guarantee** for savings performance to ensure the City is made whole on its investment. If savings are not realized, then Climatec is required to pay the City for the amount of the savings shortfall.

ATTACHMENTS:

1. Resolution 19-R-19
2. Exhibit A: Analysis
3. Exhibit B.1: Installation Agreement (and Attachments A-E)
4. Exhibit B.2: Measurement and Verification Agreement
5. Exhibit B.3: Financing Agreements

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AUTHORIZING THE IMPLEMENTATION OF THE CITY OF DUARTE INFRASTRUCTURE MODERNIZATION PROGRAM PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18, MAKING CERTAIN FINDINGS REQUIRED THEREFORE, AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the City of Duarte ("City") finds it to be in the best interest of the City to implement infrastructure improvements that will achieve long-term operating budget cost reductions while promoting energy efficiency and sustainability; and

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the City's governing board (the "City Council") to enter into one or more energy service agreements with any person or entity if the anticipated cost to the City for energy conservation services provided under the agreement is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of the agreement ("Savings"); and

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the City Council to enter into one or more facility financing contracts if funds for the repayment thereof are projected to be available from the savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services and facilities financed by proceeds available through the facility financing contracts; and

WHEREAS, Government Code sections 4217.10 through 4217.18 require that a public hearing be held, and public comment be taken, at a regularly scheduled meeting of the City Council, at which meeting the City Council may consider and adopt the findings described herein and award energy services contracts and facility financing contracts based thereon; and

WHEREAS, the City gave notice of its intent to conduct a public hearing and take public comment upon the subject matter of this Resolution at a regularly scheduled public meeting of the City Council at which the City Council has held a public hearing and taken public comment and has now considered this Resolution, all as required under Government Code sections 4217.10 through 4217.18; and

WHEREAS, the City Council and City staff reviewed the qualifications presented by Climatec LLC to provide design/build services and energy conservation services for the Infrastructure Modernization Program, and found Climatec LLC's qualifications to be bona fide and adequate; and

WHEREAS, the City Council received information presented by City Staff and Climatec LLC at the April 9, 2019, and June 11, 2019, Council Workshops, and such information ("Analysis," Exhibit A) demonstrates that the cost of the Infrastructure Modernization Program is less than the anticipated marginal cost of energy the City would have consumed in the absence of the Program; and

WHEREAS, Climatec LLC has proposed design/build implementation and energy conservation services ("Agreements," Exhibit B) for the desired infrastructure moderni-

zations including the replacement of aging HVAC equipment, new Wi-Fi Based Building Automation System, LED lighting modernizations, LED street light and safety light modernizations, smart connectivity street lighting control systems, smart weather-based irrigation control systems, solar photovoltaic, and solar thermal; and

WHEREAS, U.S. Bancorp Government Leasing and Finance Inc. has proposed equipment lease-purchase financing agreements ("Agreements," Exhibit B) at a rate of 2.95% for 15 years which will be repaid by guaranteed cost savings generated by the Infrastructure Modernization Program and provide a net positive impact to the General Fund.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Climatec LLC Agreements Findings. The City Council finds that the cost of the Climatec LLC Agreements to the City for the energy conservation services provided thereunder is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of the energy conservation services and that it is in the best interest of the City to approve and enter into the Climatec LLC Agreements.

Section 3. Climatec LLC Agreements Approval. The forms of the Climatec LLC Agreements by and between the City and Climatec LLC, in the forms on file with the Clerk, are hereby approved, subject to final approval by the City Manager and the City Attorney. The City Manager is hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver to Climatec LLC the Agreements and related documents as necessary to carry out the energy services contemplated therein, subject to such minor changes thereto as the City Manager may require and approve, with the approval of the City Attorney.

Section 4. Approval of the Associated Equipment Lease/Purchase Agreements with U.S. Bancorp Government Leasing and Finance Inc. The form of the Equipment Lease/Purchase Agreements by and between the City and U.S. Bancorp Government Leasing and Finance Inc., is hereby approved, subject to final approval by the City Manager, Finance Director, and City Council. The City Manager or Finance Director is hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver to U.S. Bancorp Government Leasing and Finance Inc. the Equipment Lease/Purchase Agreements and related documents as necessary.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED this 27th day of August, 2019.

Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 19-19 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of August, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Agenda Memo City Manager's Office

To: Mayor Paras-Caracci and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 9/18/19
Re: **ADOPTION OF FINAL AGREEMENTS AUTHORIZING THE IMPLEMENTATION OF THE CITY OF DUARTE INFRASTRUCTURE MODERNIZATION PROGRAM PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18**

RECOMMENDATION: City staff is recommending that the City Council, by motion, approve two agreements with Climatec LLC for both installation and measurement/verification and associated US Bancorp Government Leasing and Finance Inc. financing agreement for the design/build implementation of comprehensive infrastructure modernizations throughout the City and authorize City Manager to execute the agreements on behalf of the City and direct staff to file a notice of exemption under CEQA Regulations section 15301.

BACKGROUND: At the August 27, 2019 meeting, the City Council adopted Resolution No. 19 R-19 making the necessary findings to authorize the implementation of an infrastructure modernization program pursuant to Government Code Section 4217.10-18 and approving, in draft form, the three agreements associated with the project. City Council directed staff to return the item on September 24, 2019, for final approval of the agreements.

In connection with that direction, staff has re-noticed the public hearing, and also proposes that City Council make a finding under the California Environmental Quality Act (CEQA) that the entry into these agreements is exempt from CEQA, under 14 California Code of Regulations section 15301, relating to Existing Facilities. The objectives of the program are to:

- 1) Comprehensively modernize aging energy/building/water infrastructure;
- 2) Complete improvements with costs being covered by utility savings;
- 3) Reduce rising utility costs, operating expenditures, and piecemeal maintenance costs associated with outdated and/or obsolete equipment;
- 4) Incorporate smart, connected, sustainable technology to improve City livability & services
- 5) Create a higher service level for the Duarte community through enhanced street and building lighting, facility heating and cooling; swimming pool heating etc.

DISCUSSION: Since the last public hearing, both staff and the City Attorney's office have been working with Climatec to finalize the previously reviewed agreements and incorporate requested changes by the Council into the scope of work. The specific changes in the scope of work are as follows:

- Original Irrigation Scope
The original scope of work included 29 irrigation controllers and focused on parks & major buildings. The scope would have provided a smart weather-based irrigation control system to allow for ease of scheduling, remote control capabilities from a single front-end interface and alerts if a controller stopped functioning.
- Revised Irrigation Scope
The revised scope of work includes 65 irrigation controllers and focuses on parks, major buildings, medians, sidewalks and HOA areas. The scope provides a smart weather-based irrigation control system to allow for ease of scheduling, remote control capabilities from a single front-end interface, and alerts if a controller stops functioning. Additionally, the scope has been revised to include flow sensors and master valves. The purpose of flow sensors is to allow for immediate alerts if there is a leak or ruptured pipe, and the purpose of master valves is to allow for automatic shut-off when a leak or ruptured pipe is detected.
- Duarte Historical Museum
Scope now includes lighting & building automation modernizations at the Museum.

Prior to the Council finalizing the agreements, a public hearing must be held in order to meet the statute and CEQA requirements. If approved, construction will consist of the following projects and is anticipated to cost approximately \$2.8 million dollars.

- LED Street Light Modernization
- Roof Mounted Solar PV System
- High Efficiency Heating & Cooling Equipment
- Interior & Exterior LED Lighting Modernization
- Smart Connectivity Street Light Control System
- Smart Building Automation System
- Solar Thermal Pool Heating
- Smart Irrigation Weather-Based Control System
- Irrigation Master Valves & Flow Sensors

If approved tonight, Council can expect one or more of the projects to commence in fall of 2019 and the entire scope is expected to take approximately 12 to 18 months to complete.

FISCAL IMPACT: The City will not incur any additional expenditures related to implementing the Infrastructure Modernization Program. The program pays for itself and provides a positive lifecycle savings of approximately \$6 million from the General Fund over the life of the new equipment (15 years for infrastructure improvements and 30 years for solar) **Per the Measurement and Verification Agreement, (Exhibit C) Climatec provides a contractual guarantee** for savings performance to ensure the City is made whole on its investment. If savings are not realized, then Climatec is required to pay the City for the amount of the savings shortfall.

City of Duarte Infrastructure Modernization Program Financing		
Category	Cost*	Lifecycle Savings**
LED Street Light Modernization	\$884,605	\$1,948,542
Roof Mounted Solar PV System	\$541,722	\$1,253,599
High Efficiency Heating & Cooling Equipment	\$233,280	\$364,587
Interior & Exterior LED Lighting Modernization	\$186,041	\$596,847
Smart Connectivity Street Light Control System	\$167,311	\$292,549
Smart Building Automation System	\$121,276	\$263,329
Solar Thermal Pool Heating	\$98,332	\$317,991
Smart Irrigation Weather-Based Control System	\$133,578	\$385,238
Irrigation Master Valves and Slow Sensors	\$384,282	\$597,661
Total	\$2,750,427	\$6,020,343

- \$2,750,427 - Municipal Lease Purchase Program (2.42% interest rate)
- \$ 0 - City Contribution
- \$81,673 - Utility Grants/Incentives

- \$3,713,243 – General Fund Operating Budget savings from reduced utility & maintenance costs over the life of the new equipment (15 years for infrastructure improvements and 30 years for solar)
- \$2,307,100 – Avoided capital expenditures based on capital improvement & deferred maintenance projects that would have been funded in the next 1-3 years and financing the entire project. Also requires an annual payment of \$35,000 for 15 years which would be recouped after the lease.

Page 3

CEQA EXEMPTION:

Staff proposes that City Council make a finding under the California Environmental Quality Act (CEQA) that the entry into these agreements is exempt from CEQA, under 14 California Code of Regulations section 15301, relating to Existing Facilities. That section exempts "minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency determination." Here, the project proposes to modify existing facilities to reduce energy or water demands, and to produce energy efficiency. but involves no or negligible expansion of the facilities in question, and therefore fits within the scope of the exemption. Assuming Council agrees, staff requests its direction to file a notice of exemption under this provision.

ATTACHMENTS:

1. Exhibit A: Disclosure pursuant to Government Code Section 5852.1
2. Exhibit B: Installation Agreement
3. Exhibit C: Measurement & Verification Agreement
4. Exhibit D: Financing Agreements

CLIMATEC MEASUREMENT AND VERIFICATION AGREEMENT FOR City of Duarte

SCOPE OF SERVICES

TERMS AND CONDITIONS

ATTACHMENTS

Attachment “A” – Guaranteed Savings Measurement & Verification

- I. Savings Guarantee
- II. Measurement And Verification Methods
- III. Selected Measurement And Verification Options
- IV. Specific M&V Plan For Each ECM:
 - a. Lighting System Upgrades
 - b. HVAC System Installation
 - c. HVAC Controls Upgrades
 - d. Solar PV System Installation

Attachment “B” – Utility Baseline Summary

Attachment “C” – Standards of Operation (Lighting & HVAC)

- I. Standards of Operation for HVAC
- II. Standards of Operation for Lighting

CLIMATEC M&V AGREEMENT

This Measurement and Verification ("M&V") Agreement ("Agreement") entered into as of August 27, 2019 ("Effective Date") is made by and between:

City of Duarte, CA ("Purchaser")
with its principal place of business at
1600 Huntington Drive, Duarte, CA 91010

and

Climatec LLC
with its principal place of business at
2150 Towne Centre Place, Suite 200, Anaheim, CA 92805

This agreement shall include the Attachment(s) listed below:

- Attachment "A" - Guaranteed Savings Measurement & Verification
- Attachment "B" - Utility Baseline Summary
- Attachment "C" - Standards of Operation (Lighting & HVAC)

SCOPE OF SERVICES

Energy Savings Measurement & Verification Service:

Climatec LLC will provide measurement and verification services of the energy savings associated with Purchaser's Energy Retrofit Installation, as described in Attachment A - Scope of Work, located in the associated Installation Agreement. Energy Savings M&V reports will be provided to the Purchaser on an annual basis.

Term:

This Service Agreement shall commence upon the completion and acceptance of the Purchaser's energy retrofit installation project and receipt of final payment for the associated Installation Contract and shall continue for a term of 15 years. The Purchaser may terminate this service agreement at any time with a 60 day written notice. However, termination of this agreement will void any savings guarantee associated with this project.

Charges:

This Agreement shall be billed once per year and is due and payable within forty-five (45) days of the Purchaser's receipt of invoice, which shall be sent on or by June 30 of each year for the preceding twelve (12) month period. The annual Service Agreement charge is \$8,500 for the first three years and escalated at 4% annually for every subsequent year thereafter. This rate does not include taxes.

TERMS AND CONDITIONS

1. General Provisions:

- 1.1 Unless stated otherwise, the services provided under this Agreement shall be provided during Climatec LLC's normal business hours. Normal business hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Purchaser shall provide reasonable means of access to the equipment being measured or verified. Climatec LLC shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the



equipment. Climatec LLC shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Purchaser's representative.

1.3 This Agreement, when accepted in writing by authorized representatives of Purchaser and Climatec LLC, shall constitute the entire Agreement between the two (2) parties.

2. Charges:

2.1 For services specifically requested by purchaser and not covered by this Agreement, but performed by Climatec LLC upon the Purchaser's authorization, the Purchaser agrees to pay Climatec LLC within forty-five (45) days of presentation of properly itemized invoice(s) at Climatec LLC's then current rates.

2.2 If emergency service is requested by the Purchaser and inspection does not reveal any defect for which Climatec LLC is liable under this Agreement, the Purchaser will be charged at Climatec LLC's current emergency charge rates. The current hourly straight time rate is \$ 175.00.

3. Limitations of Liability:

3.1 Climatec LLC shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL, INDIRECT, SPECIAL OR SPECULATIVE DAMAGES

3.2 Climatec LLC shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies,.

3.3 Climatec LLC shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, unless such repairs are necessitated due to the actions or inaction of Climatec LLC, or its employees, representatives, agents, consultants, or subcontractors.

3.4 This agreement pre-supposes that all equipment is in satisfactory working order. Climatec LLC will inspect the equipment within sixty (60) days after the agreement takes effect and will advise the Purchaser of any equipment found to be in need of repair. If the Purchaser does not authorize Climatec LLC to make the repairs or if the Purchaser does not have the work performed, the equipment will be eliminated from coverage and the Agreement savings will be adjusted. Maintenance of existing equipment and systems is the responsibility of the Purchaser. Failure to properly maintain equipment and systems can result in reduced energy efficiency and may necessitate a baseline energy adjustment and annual Service Agreement charge will be proportionately reduced. There may be some equipment which, for reasons beyond Climatec LLC's control, cannot be inspected before this Agreement takes effect. Climatec LLC will inspect such equipment on the first visit where the equipment is available.

3.5 The amount of any present or future sales, use, occupancy excise, or other tax imposed by Purchaser, either on its own behalf shall not be paid by Climatec LLC.

3.6 If the equipment or software included under this Agreement is altered, modified, or changed by a party other than Climatec LLC, this Agreement shall be modified to incorporate such changes and the Agreement price and/or Savings shall be adjusted accordingly, and the Annual Service Agreement charge shall be adjusted accordingly.

3.7 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in Climatec LLC's opinion, be properly repaired on-site because of excessive wear or deterioration, Climatec LLC may withdraw the item(s) from coverage upon ninety (90) days prior written notice. Energy savings may be adjusted accordingly.

3.8 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Miscellaneous Provisions:

4.1 Safety and Security:

The services provided hereunder may occur on active Purchaser sites. As such, Climatec LLC shall ensure that its services on and around the Purchaser site comply with all applicable laws, regulations and standards including but not limited to, the fingerprinting requirements of the Education Code and any other legal requirements which may be applicable to Climatec LLC's activities on or about the Purchaser sites. While the Purchaser shall reasonably assist Climatec LLC in determining the applicable requirements, it shall be Climatec LLC's sole responsibility for determining and complying with all applicable laws, regulations, and standards.

4.2 Dispute Resolution:

a. In the event of any dispute whatsoever between the Parties, Parties shall exhaust every reasonable effort to settle or dispose of the same, including a discussion of the matter between senior executives of each Party.

b. Claims between Purchaser and Contractor shall first be resolved using the procedures set forth at California Public Contract Code section 9204. "Claims" are defined, pursuant to California Public Contract Code section 9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by Purchaser.

c. Upon receiving a claim sent by registered or certified mail, Purchaser must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement between the Parties. The claim is deemed rejected in its entirety if Purchaser does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after Purchaser's response. If a claimant disputes Purchaser's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in California Public Contract Code section 9204. Undisputed and unpaid claims accrue interest at seven percent (7%) per annum. A subcontractor or lower tier subcontractor may make a claim to the Purchaser through Contractor, as specified in California Public Contract Code section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to Purchaser of such claim or extend the time for the giving of such notice as provided in the Agreement.

d. Any controversy or claim arising out of or relative to the Agreement, or the breach thereof, not adjusted or disposed of by mutual agreement between the Parties as described above, shall be first settled by mediation and then (in the absence of settlement after mediation), by arbitration under the American Arbitration Association Construction Arbitration Rules then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, and arbitration decision shall be final and binding on the Parties and on all Parties subject to the following. Said arbitration proceedings shall be filed in the Regional office of the American Arbitration Association nearest to Purchaser. All arbitrators shall be bound by the terms of the Agreement. The expenses of any arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel. The prevailing party in arbitration shall recover reasonable legal fees and costs as determined by the arbitrator.

e. Pending a final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement.

4.3 Indemnification:

To the extent it may lawfully do so, the Parties hereby indemnify, defend (with counsel of its choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of or connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about the Purchaser sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any workers' compensation suits, liability, or expense, arising from or

connected with services performed by, or on behalf of the, indemnifying party, by any person pursuant to this Agreement; nonpayment for labor, materials, appliances, teams, or power, performed on, or furnished or contributed to the Purchaser sites. Notwithstanding the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence. Nothing herein constitutes any waiver of any of the Purchaser's statutory immunities. .

5. **Occupational Safety and Health:** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
6. **Entire Agreement:** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
7. **Changes:** No change or modification of any of the terms and conditions stated herein shall be binding upon either Party unless accepted by both Parties in writing.
8. **Severability:** If one or more of the provisions of this Agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.
9. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.
10. **Assignment:** Climatec LLC retains the right to assign its rights and obligations of this Agreement only with advance written consent of Purchaser.
11. **Acknowledgment:** Both Climatec LLC and the Purchaser acknowledge having read this Agreement, and all Attachments hereto, and have executed this agreement on the date written above.
12. **Approval:** Each party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

City of Duarte

Climatec LLC

Signature

Signature

Print Name

Print Name

Title

President – Energy Services
Title

Date

Date



Attachment “A”

Guaranteed Savings Measurement & Verification

Attachment A

Guaranteed Savings Measurement & Verification

This document contains the energy savings Measurement and Verification (M&V) plan for the Energy Conservation Measures (ECMs) contained in the Installation Agreement. The following table summarizes the ECMs proposed. – See below Table 1.0

TABLE 1.0

Site	Lighting System Upgrades	HVAC System Installation	HVAC Control Upgrades	Solar PV System Installation
Chamber of Commerce	X		X	
City Hall	X		X	X
Community Center	X		X	
Fitness Center	X		X	
Senior Center	X	X	X	
Teen Center	X	X	X	
Public Safety	X		X	
Royal Oaks Park Building	X		X	
Duarte Park Building	X			
Aloysia Moore Park	X			
Beardslee Park	X			
Encanto Park/Nature Walk	X			
Royal Oaks Park Extension	X			
Thorsen Park	X			
Street Lighting (on TC-1, LS-2 & LS-3 Rates)	X			

The scope also includes implementation of new pool solar thermal heating system at the Fitness Center and new weather-based irrigation system upgrades. A specific Measurement and Verification Plan is submitted for each Energy Conservation Measure (ECM) to provide a comprehensive overall Plan for Purchaser. Energy savings are to be compared to the Utility Baseline Summary, as shown in Attachment B. Each measure's M&V Plan provides:

- A description of how the savings shall be verified for each ECM.
- Selection of specific protocol for verification of savings of each ECM.
- Requirements for measurement or other means to establish the ECM savings.

Climatec Building Technologies Group (Climatec LLC) is responsible for the pre-retrofit measurement, energy savings calculations, equipment installation, and required post retrofit verification as outlined herein. Purchaser agrees to operate and maintain all equipment installed. **Proper operation and maintenance of equipment and systems is critical to long-term achievement of energy savings.**

SAVINGS GUARANTEE

Climatec LLC warrants that Purchaser shall realize total energy savings, total water savings, total operational savings and utility rebates ("Guaranteed Project Savings") in excess of the total project cost during the course of the useful life of the equipment. The effective date will begin on the date of final acceptance of the Installation project and receipt of final payment for the associated Installation Contract and continue for a term not to exceed 15 years (Guarantee Period). Climatec LLC agrees to complete the M&V Report on an annual basis and deliver to the Purchaser within sixty (60) days of the anniversary date of final acceptance and annually thereafter. Project savings that are verified during the course of construction will be applied to the 1st year guaranteed project savings.



If the annual M&V Report demonstrates that the project will achieve one hundred percent (100%) or more of the Guaranteed Project Annual Savings, then Climatec LLC shall have satisfied its energy performance guarantee obligation and the Purchaser shall accept the Annual M&V Report.

In the event that an annual M&V Report savings value (including any excess, unapplied savings from previous years) does not meet the Guaranteed Project Savings in accordance with the M&V Plan, then Climatec LLC shall repair, replace, or substitute the ECM that is not performing at the required level, as identified in the M&V Report, and at Climatec LLC's expense. Following corrective action, Climatec LLC shall re-perform the relevant M&V work for the affected ECM(s) and amend or supplement the M&V Report. If the sum of the ECMs indicates that the Guaranteed Project Savings are met or exceeded, then no further remedy shall be required.

If, after the opportunity to make corrections, the M&V Report, as amended, indicates that verified savings are less than the Guaranteed Project Savings as shown in the Savings Summary, then Climatec LLC shall pay the Purchaser the shortfall amount.

The Purchaser agrees that project savings, which exceed the guaranteed amount in any one (1) year, may be applied to future year's savings to offset an energy savings shortfall. The savings guarantee will remain in effect for the term of this agreement. Cancellation of this agreement will result in the termination of the savings guarantee.

The Utility Baseline Summary, as shown in Attachment B, may be modified over the course of the Guarantee Period to adjust for changes in utility rates, number of days in utility billing cycle, square footage, energy using equipment, building occupancy and weather. This Guarantee is subject to the Purchaser's adherence to the Standards of Operation for Lighting and HVAC systems, as documented in Attachment "C" of this agreement.

MEASUREMENT AND VERIFICATION METHODS

Measurement and Verification (M&V) of energy savings is a methodology based on standard industry protocol intended to provide reasonable assurance that energy savings calculated are realized over the term of the contract.

The development of the M&V plan is based on the IPMVP-2016 (International Performance Measurement and Verification Protocol) and the application of sound engineering and business guidelines to the overall need for verification of energy savings for each ECM. This plan contains methodology that shall cost effectively provide assurance of equipment savings through short term or spot measurements, engineering calculations and/or direct utility billing comparisons. The necessary components to a well-established M & V Plan are:

- Specific identification of each ECM and proposed M & V. Reporting requirements for overall savings.
- Participation of all parties and any necessary coordination with independent review.

Methods of M&V vary in accordance with the type of project, level of assurance of savings, cost, and availability of data, financing constraints, and energy costs. The methods selected must be cost effective given the financial savings to the Purchaser. The methods used for the ECMs detailed herein were selected to minimize M&V cost while still providing a reasonable assurance of the savings calculations.

The IPMVP-2016 guideline provides the following options related to methodology for M&V:

Option A – Partially Measured Retrofit Isolation. Option A uses a combination of stipulated and/or measured factors to calculate baseline usage and savings associated with the ECM. Spot or short-term measurement would be used for the measured values. Stipulated values are supported by Purchaser input, historical data, or manufacturer data.

- Baseline and savings calculations are provided through engineering calculations, component or system models.
- Depending on number of points measured, Option A provides the least cost alternative to M&V.

Option B – Retrofit Isolation. Option B provides for measurement to provide data for assessing values or variables. Spot or short-term measurement, taken at the component and/or system level are taken when variations in factors can

be accounted for or eliminated. Continuous measurement at the component and/or system level can also be used to account for the variations in factors over time.

- Baseline and savings calculations are provided through engineering calculations, component or system models.
- Cost is variable depending on the points measured, and the term of the measurement process used. Option B provides a better scenario for ECMs where a small number of factors can be accurately measured with a measurement plan.

Option C – Whole Building. Option C involves the use of utility meters or whole building sub-metering to assess the energy performance of the entire building. After an ECM is implemented the billing data is assessed in accordance with an approved plan to determine actual ECM savings.

- Baseline is established through utility data and engineering/regression analysis.
- Engineering calculations or modeling initially provides estimated ECM savings.
- Actual ECM savings are based on the utility or metered data. Savings must be adjusted for changes in building operation and variables assumed in the engineering calculations or modeling (such as weather, occupancy, etc.).
- Cost of this approach is variable based on the availability of utility data, sub-metered data, and overall savings guarantee. If the metered data is used for a savings guarantee, all variables related to building performance must be measured and adjusted, usually on an annual basis. Option C usually requires a substantial amount of time and effort to establish the baseline, provide adjustments and track the savings.

Option D – Calibrated computer simulation. Option D uses computer-modeling techniques to provide an engineering model of component and/or system performance. The inputs to the computer simulation may be made by engineering estimates, short or long term measurements, and utility or other metered data. Once the model is properly calibrated it is used for the establishment of the baseline and savings by changing appropriate inputs.

- Baseline is established through a calibration process for the computer modeling. Appropriate measurements and inputs are reflected against regression analysis for the metered data.
- Once the model is calibrated and the baseline established inputs are varied for the proposed ECM to establish savings.
- Actual ECM savings are stipulated based on the computer model. There may be follow up calibration of the model with the ECM in place to affirm the overall building simulation model.
- Cost of this method varies based on the complexity and accuracy of model desired, availability of data and overall measurement required.

SELECTED MEASUREMENT AND VERIFICATION OPTIONS

For the ECM's covered under this M&V plan, the Table of Selected M&V Options, located on the following page summarizes the proposed **IPMVP Options selected**: See table 1.1 below

TABLE 1.1

Site	Lighting System Upgrades	HVAC System Installation	HVAC Control Upgrades	Solar PV System Installation
Chamber of Commerce	A		A	
City Hall	A		A	A
Community Center	A		A	
Fitness Center	A		A	
Senior Center	A	A	A	
Teen Center	A	A	A	
Public Safety	A		A	
Royal Oaks Park Building	A		A	
Duarte Park Building	A			
Aloysia Moore Park	A			
Beardslee Park	A			
Encanto Park/Nature Walk	A			
Royal Oaks Park Extension	A			
Thorsen Park	A			
Street Lighting (on TC-1, LS-2 & LS-3 Rates)	A			

The particular option selected for each ECM was based on a number of related issues including: ECM cost, ECM savings, cost of Measurement and Verification and the ability to accurately determine whole building operations. Savings from the irrigation system upgrades and the pool solar thermal system are stipulated and agreed by the Purchaser and are met upon the completed installation of these retrofit projects.

The baseline and the post-installation energy use depend on various system and external factors, such as energy demand, operating hours, weather conditions, motor loading, energy rates, and occupancy. Development of the baseline, post ECM consumption, cost avoidances and simple payback for each ECM covered by this M&V plan includes:

- Stipulated Values – These values are important in the overall calculations for energy consumption, financial calculations, and operating conditions. Climatec LLC and Purchaser have agreed to these values for purposes of establishing savings.
- Developed/Measured Values – These are the values determined by spot or short-term measurement. Values are determined based on a sound engineering approach to variable determination. Both values used for baseline consumption and values to be measured/determined as parts of the post ECM implementation are detailed.
- Assumptions – Some values that are assumed in order to calculate energy use are necessary in certain circumstances.
- Calculations – The necessary calculations for baseline energy and demand usage, the calculation of the energy and demand components with implementation of the ECM, the calculation of costs, and annual savings are the primary tool for assessing the estimated and actual savings of any ECM.
- Instrumentation – The type and specifications, if applicable, for any instrumentation used for developed/measured values is provided to ensure appropriate meters and measurement equipment is used for specified applications.
- Pre Retrofit Measurements – Each ECM may have a section detailing the measurements required prior to the retrofit. These measurements are used to establish the baseline or adjustments required to establish an accurate baseline.

- Post Retrofit Measurements – Each ECM may have a section that details the measurements required if any after the retrofit is completed. This section is utilized to detail the type of measurements required for verification of the energy savings calculations.
- Adjustments – Each ECM may have a section for adjustments. This section includes possible adjustments to the actual Energy Audit Report and energy information, appropriate adjustments to the M&V plan, and adjustments to any savings guarantee. This section is utilized to anticipate changes necessary due to field conditions and provide an appropriate response in the verification of actual energy and cost avoidances.
- Commissioning – Each ECM may have a section regarding the commissioning process. This provides the detail for how the savings will be verified upon project completion, and the type of inspection that will be completed, and the billing method for verified savings. This section is utilized to provide a standard approach for each ECM upon project completion.

Climatec LLC will follow the agreed-upon M&V protocols for the measurement period and will prepare post-installation reports with supporting documentation for the Purchaser. The cost of M&V is included in the project cash flow requirements.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR LIGHTING SYSTEM UPGRADES

Introduction

This Measurement and Verification Plan (M&V) is specific to all lighting retrofits and occupancy sensor installations. The sites receiving these upgrades are listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option provides for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this retrofit, a representative sample of each of the fixture types will be measured. The same sample will be used for both pre and post retrofit calculations. Wattage shall be measured with an appropriate instrument that is properly calibrated.

Light Levels

A representative sample of the light levels shall be measured. Where rooms have similar or identical lighting design, it is not required that each room be measured. Light levels shall be measured by an appropriate instrument that is properly calibrated. Light level measurements apply to both pre and post retrofit areas and shall be recorded at the work surface. Where rooms do not have a specific work surface (such as gymnasiums) light levels shall be measured at the floor.

Documentation

All areas measured shall be documented. The data shall indicate areas that do not meet IESNA standard light level requirements. All instrumentation used shall be clearly documented.

Stipulated Values

Operating Hours are stipulated for purposes of M&V. Please see Attachment “C”, Lighting Standards of Operation for a complete list of lighting hours of operation. Stipulated values are agreed to by the Purchaser.

Savings Calculations

The calculations for the baseline energy consumption and post retrofit savings provide the basis for the overall financial viability of this ECM.

kWh and/or kW Savings

The electrical consumption reduction of a particular lighting ECM is determined by comparing the pre and post conditions applied to the hours agreed upon in the Standards of Operation.

$$\{[(\text{Existing watts/fixture}) \times (\text{existing quantity}) \times (\text{existing hours of operation})] - [(\text{proposed watts/fixture}) \times (\text{proposed quantity}) \times (\text{proposed hours of operation})]\} / 1000 = \text{kWh savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt hour shall be used to determine dollar savings.

$$\begin{aligned} (\text{kWh saved}) \times (\text{average kWh rate}) &= \$ \text{ kWh saved} \\ (\$ \text{ kWh saved}) &= \text{the total dollars saved} \end{aligned}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new lighting system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the energy retrofit contract.

Adjustments

For this ECM the following adjustments are allowed for purposes of Measurement and Verification:

- Light level requirements may be modified as detailed in this plan.
- Changes in actual construction including number and/or type of fixtures. All changes shall be clearly documented and provided to the Purchaser's representative.
- Utility rates, billing days or degree days.

Commissioning

Commissioning shall consist of inspections and a final savings verification report. Inspections shall consist of:

- During the construction phase of the project, Climatec LLC shall keep a detailed record of the quantity and types of fixtures retrofitted and fixtures installed in each building. A post construction inspection is required by the responsible M&V party.
- After lighting modifications have been made, the installations shall be inspected to verify the retrofit counts by fixture code.
- Post retrofit lighting levels shall be measured to verify compliance with the contract standards.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR HVAC SYSTEMS INSTALLATION

Introduction

This Measurement and Verification Plan (M&V) is specific to the installation of new high efficiency HVAC units at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower and efficiency rating for each existing HVAC system.

Stipulated Values

Hours of Operation, heating/cooling loads and runtime hours of the existing HVAC systems are stipulated for purposes of M & V. Please refer to Attachment C, HVAC Standards of Operation in this agreement for specific operating hours and runtime hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post-retrofit savings provide the basis for the overall financial viability of these ECM's. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by the following equation:

$$((\text{Size of Existing HVAC Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor}) - (\text{Size of New Cooling Unit}) \times (\text{Unit Efficiency}) \times (\text{Stipulated Load Factor})) \times (\text{Annual Operating Hours}) = \text{kWh Savings}$$

Dollar Savings

After calculating the kWh saved, the specific facility's average cost per kilowatt hour shall be used to determine dollar savings.

$$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$$
$$(\$ \text{ kWh saved}) = \text{Total dollars saved}$$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the energy retrofit contract.

Pre Retrofit Measurements

None required for this ECM.

Post Retrofit Measurements

None required for this ECM.



Adjustments

None required for this ECM.

Commissioning

Commissioning shall consist of inspections, and a final Commissioning report. The Inspections and Report shall consist of:

- Commissioning of the newly installed HVAC equipment shall include verification that each new unit is operating, as specified, in all modes (heat/cool).

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

"OPTION A" FOR HVAC CONTROLS UPGRADE

Introduction

This Measurement and Verification Plan (M&V) is specific to the energy management system upgrades at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. The cooling and heating setpoints during occupied and unoccupied modes of the HVAC equipment will be verified and documented. For this retrofit, field data shall be collected which includes, unit counts, unit tonnage, nameplate horsepower, efficiency rating, operating schedules, cooling and heating temperature setpoints for each HVAC system.

Stipulated Values

Hours of operation and heating/cooling load factors are stipulated for purposes of M&V. Please refer to the Attachment C, HVAC Standards of Operations for specific existing and proposed operating hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post retrofit savings provide the basis for the overall financial viability of these ECM's. Post-retrofit operating schedules and trend reports will be used to verify the inputs such as operating hours, cooling/heating temperature setpoints that are used in the calculations to validate the savings. The following equations summarize the calculation of savings:

Electric (kWh) Savings

The electrical usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of HVAC unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{kWh savings}$

Natural Gas (Therms) Savings

The natural gas usage reduction of this ECM is determined by applying the stipulated runtime reduction to the calculated energy usage of the HVAC unit.

$(\text{Size of Heating unit}) \times (\text{Unit efficiency}) \times (\text{Stipulated load factor}) \times (\text{Existing annual operating hours} - \text{Proposed annual operating hours}) = \text{Therm savings}$

Dollar Savings

After calculating the kWh saved and the Therms saved, the specific facility's average cost per kilowatt hour and the average cost per Therm of natural gas shall be used to determine dollar savings.

$(\text{kWh saved}) \times (\text{average kWh rate}) = \$ \text{ kWh saved}$
 $(\text{Therms saved}) \times (\text{average Therm rate}) = \$ \text{ Therms saved}$
 $(\$ \text{ kWh saved}) + (\$ \text{ Therms saved}) = \text{Total dollars saved}$

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by Climatec LLC. The operational savings are stipulated and met upon the completed installation of the energy retrofit contract.

Pre Retrofit Measurements

Existing operating hours and cooling/heating temperature setpoints for each HVAC unit or area will be obtained from current thermostats/EMS.

Post Retrofit Measurements

Post-retrofit operating schedules, cooling and heating temperature setpoints in both occupied and unoccupied modes for the HVAC equipment will be obtained using the new controls system.

Adjustments

For this ECM the following adjustments are allowed for purposes of Measurement and Verification:

- Addition or subtraction to the conditioned square footage of facilities.
- Utility rates, billing days or degree days.
- Equipment changes.
- Increase or decrease in facility usage as associated with daily occupancy times and special events.

Commissioning

Commissioning shall consist of inspections, and a final Commissioning report. The Inspections and Report shall consist of:

- Commissioning of the newly installed energy management system (EMS) shall include verification that the operating schedules, cooling and heating temperature set points and the control sequences for the HVAC equipment have been programmed as specified.

SPECIFIC MEASUREMENT AND VERIFICATION PLAN

“OPTION A” FOR SOLAR PHOTOVOLTAIC INSTALLATION

Introduction

This Measurement and Verification Plan (M&V) is specific to the solar photovoltaic (PV) installations at the sites listed in the Table of Recommended Measures located at the beginning of this Attachment.

M&V Protocol

For this ECM, IPMVP Protocol – Option A shall be utilized. This option shall provide for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this installation, the kilowatt-hour (kWh) production from the solar PV systems shall be measured and recorded.

Stipulated Values

The solar panel degradation factor (0.25%) and utility escalation rate (4%/year) are stipulated for the purposes of M&V. Stipulated values are agreed to by Purchaser.

Calculations

The calculations for the baseline energy consumption and post installation savings provide the basis for the overall financial viability of these ECM's. The following equations summarize the calculation of savings:

Electricity Production

Electricity production of the PV system is determined by recording the kilowatt hours (kWh) off the net electric meter/Data Acquisition System (DAS) and recording the results.

Dollar Savings

After recording the kWh generated from the PV system, the specific facility's average cost per kWh shall be used to determine dollar savings.

$$\begin{aligned} (\text{kWh generated}) \times (\text{average kWh rate}) &= \$ \text{ kWh saved} \\ (\$ \text{ kWh saved}) &= \text{Total dollars saved} \end{aligned}$$

Maintenance of System

Calculation of energy cost savings from the solar PV systems are contingent upon the Purchaser maintaining an active operations and maintenance (O&M) contract for the term of the solar lease agreement.

Pre Retrofit Measurements

Existing utility electrical energy (kWh) consumption as shown in Attachment B “Baseline Summary”.

Post Retrofit Measurements

Electrical energy (kWh) produced from the solar PV systems recorded from the net electrical meter/DAS.

Adjustments

For this ECM the following adjustments are allowed for purposes of Measurement and Verification:

- Addition or subtraction to the square footage of facilities.
- Utility rates, billing days or degree days.
- Addition or subtraction of electrical load at the facilities.
- Any structural failure in a building supporting the PV system.
- Unexpected weather conditions falling outside of the normal weather for the location.
- Legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission.
- There is an event of Force Majeure or changes in the conditions at or near any of the sites, which causes additional shading, soiling, or otherwise reduced performance of the solar PV systems.

Commissioning

Commissioning shall consist of inspections, and a final Commissioning report. The Inspections and Report shall consist of:

- Commissioning of the new solar PV system shall include securing the Utility Interconnect agreement with SCE, proper alignment of the solar panels and functional testing.



CITY OF DUARTE



Infrastructure Modernization Program

Public Hearing
August 27th, 2019

PROGRAM BENEFITS



- * Program cost and savings are contractually guaranteed. This means no change orders and If savings are not realized, Climatec pays!
- * Creates City staff efficiencies and increased productivity through “Smart City” & “Green” technologies
- * Comprehensively modernizes aging City equipment
- * Generates Annual Utility Savings of 37% or approx. \$90,000

ADDITIONAL BENEFITS



- * Improved City infrastructure = Improved service levels
- * Self-funded program facilitates infrastructure improvements & deferred maintenance now!
- * Climatec Partnership - Stable ownership (45 years)
 - o *Never changed it's name nor transferred energy savings agreements & backed by BOSCH; a \$91B technology/engineering company*
- * Program includes public relations component to help the City share its story i.e. Press Releases, Local Duarte Events, Flip the Switch Openings, Groundbreakings, etc.

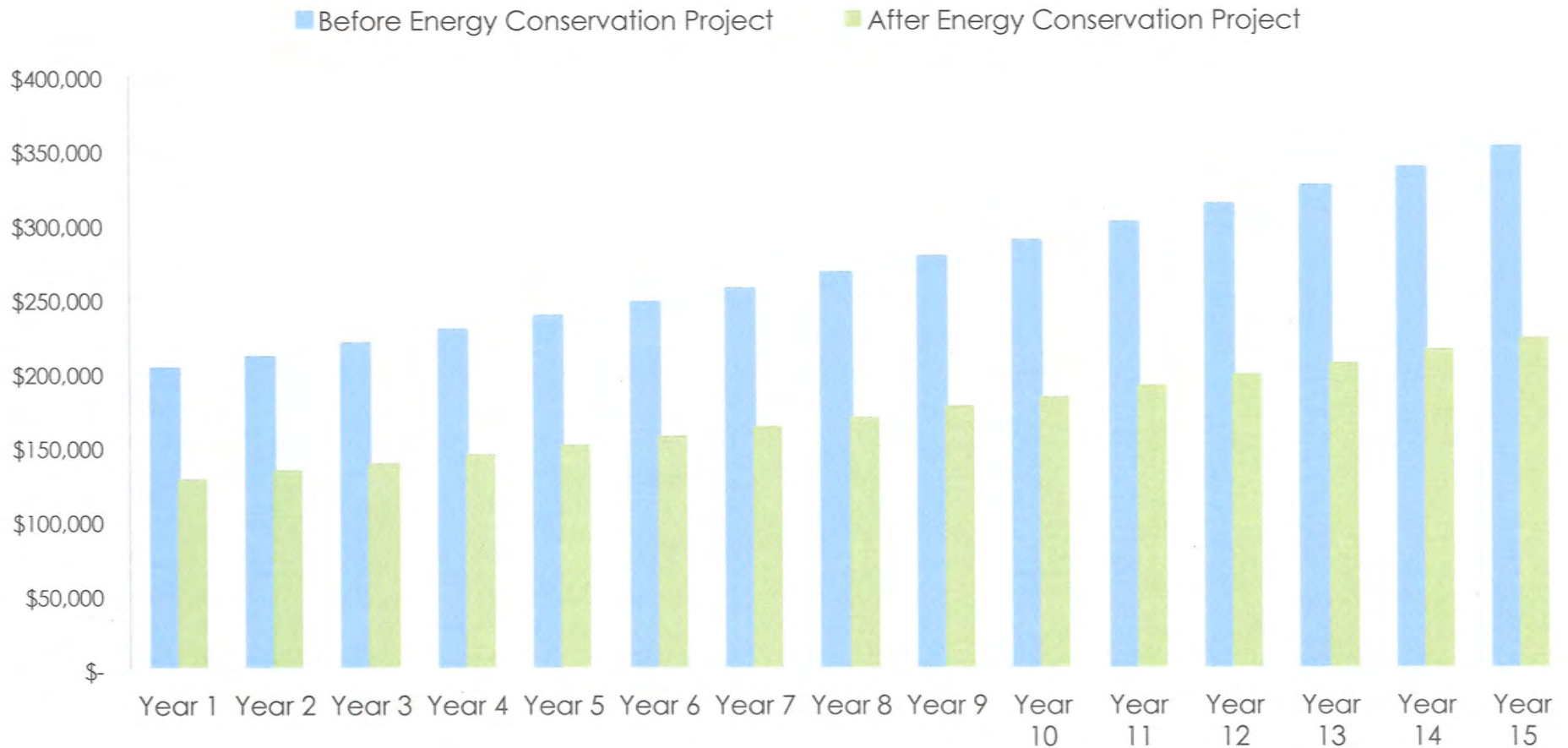
LOCAL REFERENCES



- * City of Bellflower
- * City of Fountain Valley
- * City of Beverly Hills
- * City of Blythe
- * City of Seal Beach
- * City of Twentynine Palms
- * City of San Leandro
- * City of Laguna Beach
- * City of Escondido
- * City of Indio
- * City of Bell
- * Rowland USD
- * Covina Valley USD
- * Mountain View SD



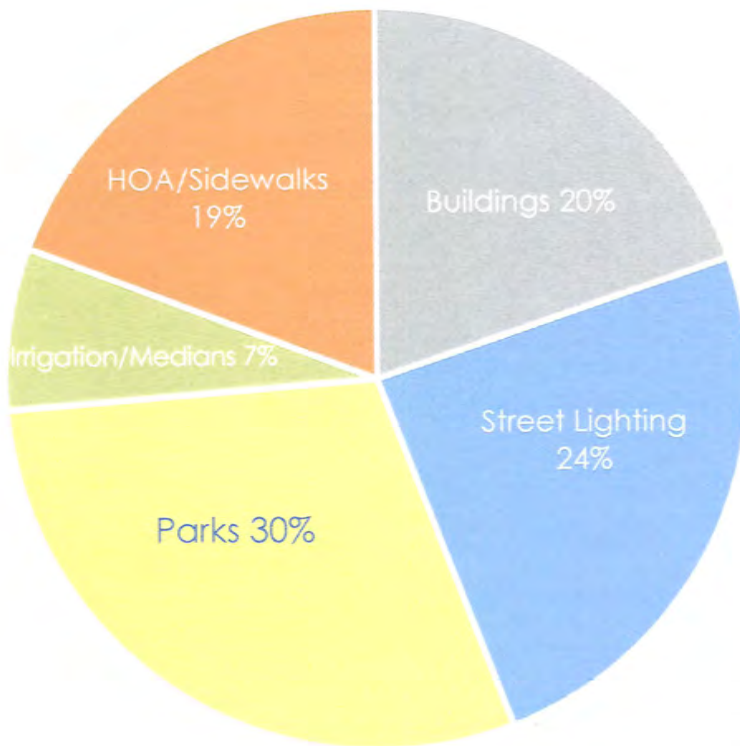
ENERGY USAGE SAVINGS



37% annual reduction in energy usage

ANNUAL UTILITY COST SAVINGS

Electric, Gas & Water Utility Totals & Usage Distribution



Category	Annual Utility Expenditure	Year 1 Utility Savings*
Buildings	\$ 151,033	\$44,996
Street Lighting	\$ 185,817	\$34,929
Parks	\$ 225,911	\$9,591
Medians	\$ 53,837	n/a
HOA/Sidewalks	\$ 147,108	n/a
	\$ 763,706	\$89,516

*does not include savings from reduced maintenance, staff efficiencies, CIP budget savings, or SCE Option-E LED street lighting retrofit

STAFF EFFICIENCIES IMPROVEMENT

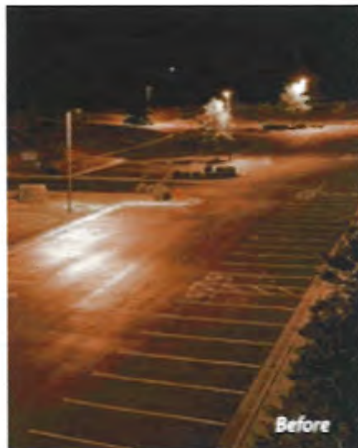


- * Reduced maintenance hours
- * Centralized control of key building, irrigation and street lighting systems allowing staff to repurpose hours on priority projects
- * Automated technology to ensure equipment is off when spaces are unoccupied
- * Platform for integrating smart city technology and devices in the future

FINDINGS: LIGHTING



- ✧ **Current Situation:** The City has a mixture of older generation lighting throughout the interior & exterior of buildings, parking lots, parks and streets that are inefficient, provide poor light levels and have to be replaced often. City also has limited control capabilities for lighting.
- ✧ **Proposed Solution:** Modernize to LED throughout the City, add safety lighting and install smart control system for street lights. In addition to substantial energy savings, LED helps reduce maintenance while improving the overall look & feel of the community.



FINDINGS: HVAC



- * **Current Situation:** The City has aging HVAC systems that are past useful life and energy inefficient. Antiquated systems compromise building comfort and can be disruptive and costly as units fail.
- * **Proposed Solution:** Modernize HVAC infrastructure at the Senior Center and Teen Center with new high efficiency HVAC units to improve building comfort and reduce operating expenditures.



FINDINGS: BUILDING AUTOMATION



- * **Current Situation:** The City has antiquated building controls that do not properly control heating & cooling and lighting systems. This leads to higher utility bills, staff inefficiencies and comfort issues.
- * **Proposed Solution:** Install new Wi-Fi based smart building automation system to provide improved temperature control, ease of scheduling and prolonged life for heating & cooling equipment.



FINDINGS: IRRIGATION



- * **Current Situation:** The City has antiquated, manual irrigation controllers that are difficult to program, inefficient for staff to maintain and often lead to overwatering sometimes during rainstorm. Changing watering schedules is a strain on limited Staff resources especially during inclement weather or park events.
- * **Proposed Solution:** Install a smart weather-based irrigation control system to provide ease of scheduling, remote control capabilities, alerts and water cost savings.



FINDINGS: SOLAR



- * **Current Situation:** Energy costs are expected to increase 8% in FY 19/20. In recent years, SCE recently made billing structures more complicated with increased demand charges and peak pricing at certain times of the day.
- * **Proposed Solution:** Install roof-mounted solar PV at the City Hall, Community Center, and Fitness Center as well as solar thermal water heating at the Fitness Center pool. Solar will allow the City to reduce the rising utility costs on the General Fund.



PROJECT OVERVIEW & COST



City of Duarte Infrastructure Modernization Program – Option A		
Category	Cost	Savings
LED Street Light Modernization	\$884,605	\$1,572,467
Roof Mounted Solar PV System	\$541,722	\$1,253,599
High Efficiency Heating & Cooling Equipment	\$233,280	\$265,413
Interior & Exterior LED Lighting Modernization	\$183,315	\$510,959
Smart Connectivity Street Light Control System	\$167,311	\$221,420
Smart Building Automation System	\$118,228	\$208,612
Solar Thermal Pool Heating	\$98,332	\$317,991
Smart Irrigation Weather-Based Control System	\$59,804	\$266,741
Total	\$2,286,597	\$4,617,202

PROJECT FUNDING PLAN OPTION A



Total Project Cost \$ 2,286,597

Funding Sources:

Lease Purchase (2.42%) \$ 1,286,597

City Contribution \$ 1,000,000

Lifecycle Savings \$ 4,617,202*

**Comprised of \$3,330,605 in General Fund Operating Budget savings from reduced utility and maintenance costs over life of new equipment (15 years for infrastructure improvements and 30 years for solar) and \$1,286,597 in avoided capital expenditures (based on capital improvement & deferred maintenance projects that must be funded in the next 1-3 years). Utility Grants totaling \$64,243 will also be pursued but are not included in the project cost.*

PROJECT OVERVIEW & COST



City of Duarte Infrastructure Modernization Program – Option B

Category	Cost	Savings
LED Street Light Modernization	\$884,605	\$1,948,543
Roof Mounted Solar PV System	\$541,722	\$1,253,599
High Efficiency Heating & Cooling Equipment	\$233,280	\$364,588
Interior & Exterior LED Lighting Modernization	\$183,315	\$588,892
Smart Connectivity Street Light Control System	\$167,311	\$292,549
Smart Building Automation System	\$118,228	\$258,874
Solar Thermal Pool Heating	\$98,332	\$317,991
Smart Irrigation Weather-Based Control System	\$59,804	\$292,166
Total	\$2,286,597	\$5,317,202

PROJECT FUNDING PLAN OPTION B



Total Project Cost \$ 2,286,597

Funding Sources:

Lease Purchase (2.42%) \$ 2,286,597

City Contribution \$ 0

Lifecycle Savings \$ 5,317,202*

**Comprised of \$3,330,605 in General Fund Operating Budget savings from reduced utility and maintenance costs over life of new equipment (15 years for infrastructure improvements and 30 years for solar) and \$1,986,597 in avoided capital expenditures (an increase of \$700,000 over Option A based on capital improvement & deferred maintenance projects that must be funded in the next 1-3 years and financing the entire project). Also requires an annual payment of \$20,000 for 15 years. Utility Grants totaling \$64,243 will also be pursued but are not included in the project cost.*