

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 21, 2018
SUBJECT: Comments on Agenda Items, Meeting of June 26, 2018

ITEM 6.A. At the June 12, 2018 meeting, City Council appointed Ryan Schneider, Ariel Gonzalez, Serene Dowiri, Sarah Dowiri, Sargis Bederian, Samantha Martinez, Jalen Griffin, Faith Peoples, Hugh Alexander, and Carlos Mejia to the Mayor's Youth Council for terms ending June 30, 2019. The youth will be introduced and presented with their Certificates of Appointment.

ITEM 6.B. The Duarte Education Foundation will present a \$1,000 check to the Pasadena-Duarte NAACP ACT-SO Program. This will go toward sending our Gold Medal Winners to the upcoming national competition which will be held July 12-15 in San Antonio, Texas.

ITEM 6.C. The three Commissioners who recently resigned have been invited to receive plaques in recognition of their service to the City. They are Cecilia Moran (Public Safety Commission, February 2017-June 2018), Robert Jole (Traffic Safety Commission, January 2016-June 2018), and Shauna Pierce (Parks/Recreation Commission, September 2010-December 2011, and Planning Commission January 2012-June 2018).

ITEM 10.D (Consent). This is the second reading of an Ordinance to consider approving a code amendment pertaining to "parcel size and location" of the Duarte Development Code, establishing standards for places of religious assembly.

ITEM 10.E (Consent). The City of Duarte is proposing again to sub-lease 1,674 square feet of space to the Duarte Chamber of Commerce, at 1735 Huntington Drive. Highlights of the Tenant's responsibilities under the sub-lease include a monthly lease payment that will increase during the new term from \$150 to \$400 per month; payment of all utility charges including cable, telephone, and internet; maintenance of million dollar insurance coverage policies in the areas of liability, property, and worker's compensation; and a one-year term to coincide with the Services Agreement approval process.

ITEM 10.F (Consent). This is to consider approving the annual Services Agreement with the Duarte Chamber of Commerce. The terms of the Agreement are to run from July 1, 2018, to June 30, 2019, in the amount of \$55,100.

ITEM 10.G (Consent). This is to consider approving Amendment No. 7 to the Agreement with Levon Yotnakhparian for City Council Meeting Cablecasting Services in the amount of \$12,700.

ITEM 10.H (Consent). This is to authorize the City Manager to execute the annual FY 2018/19 Service Agreement with Community Media of the Foothills (CMF), in the amount of \$24,500, to provide Public Access Programming for the City.

ITEM 10.I (Consent). This is to consider approving the 2018/19 Service Agreement with DCTV in the amount of \$27,605, to provide Governmental and Educational Access Programming for the City.

ITEM 12.A. The City Council is being asked to approve the joint City of Duarte/City of Irwindale Plan to Prevent and Combat Homelessness. The Plan was prepared by LeSar Development Consultants in collaboration with the cities, the SGVCOG, and the Los Angeles County Homeless Initiative. Six goals were identified in the Plan and presented to the Duarte City Council on May 8,

2018, and to the Irwindale City Council on June 6, 2018. The next steps for the planning process include submitting the approved Plan to the County by June 30, and both cities participating in a post-planning regional summit with other San Gabriel Valley cities on August 1. On August 15, the County of Los Angeles Chief Executive Office will submit a recommendation to the Board of Supervisors regarding funding to support homelessness plan implementation.

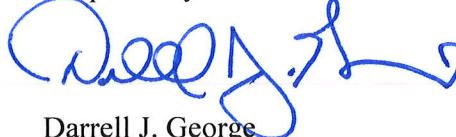
ITEM 12.B. The City Council will consider making appointments to the Traffic Safety, Public Safety, and Planning Commissions. At the June 12, 2018, City Council meeting, resignations were received from three City Commissioners. As City Council conducted a number of Commission interviews in late-2017, at the direction of the Council, City staff contacted the five applicants who were interviewed and not appointed, to see if they would be interested in filling one of the vacancies created by the resigning Commissioners. Of the five, two said they would like to be considered for appointment. One current Commissioner expressed interest in one of the vacancies also. In light of this, staff is recommending that Daniel Yrigoyen be appointed to fill the vacancy on the Traffic Safety Commission, Martin Calderon be appointed to fill the vacancy on the Public Safety Commission, and Tina Heany be appointed to fill the vacancy on the Planning Commission, all with terms expiring December 31, 2019.

ITEM 12.C. Duarte has a long history with fireworks, dating back to the City's incorporation. Since the City of Duarte's incorporation in 1957, the City has allowed for the sale and discharge of safe and sane fireworks. In 1968, Section 15.05 pertaining to Fireworks became part of the Duarte Municipal Code. In the same vein, illegal fireworks have always been banned in the City since incorporation. In fact, currently up to a \$1,000 administrative fine can be issued to a person discharging illegal fireworks within the community.

Over the past several years, the City Council has discussed the matter of fireworks, from both the benefits to the local non-profits who raise revenue from the sale of safe and sane fireworks, to those wishing to ban the sale and discharge of all fireworks. Most recently in 2018, Council asked staff to prepare a presentation on the current status of fireworks in the community. Staff presented a Power-Point in January of 2018 that focused on the cost of enforcement, the amount of profit community groups were receiving from fireworks sales, how many neighboring cities had banned safe and sane fireworks, and how many still allowed the sale. Council provided no further direction to staff on the matter at that time.

At the June 12, 2018, meeting, a group of 11 residents addressed the Council on the negative effects of fireworks, their desire to ask the Council to allow the public to vote on the matter, and possibly conducting a public fireworks display. Council gave staff direction to put a discussion item on the next Agenda to discuss the issue of fireworks once again, and whether to place a measure on the November ballot to amend the City's Municipal Code to ban fireworks sales and use.

Respectfully submitted,



Darrell J. George
City Manager

MINUTES

DUARTE CITY COUNCIL/DUARTE UNIFIED SCHOOL DISTRICT SPECIAL JOINT SESSION – TUESDAY, JUNE 12, 2018

FAREWELL RECEPTION Dr. Allan Mucerino	At 4:00 p.m., a Farewell Reception was held to recognize Dr. Allan Mucerino for his service to the youth and families in the community from July 2015 to June 2018.
CALL TO ORDER	The City Council of the City of Duarte and the Board of Education of the Duarte Unified School District met in a joint session at the Duarte Community Center, 1600 Huntington Drive, Duarte, California. The meeting was called to order at 5:06 p.m. Members of the MAD (Monrovia-Arcadia-Duarte) Town Council were invited guests.
ROLL CALL	CITY COUNCIL PRESENT: Fasana, Kang, Paras-Caracci, Reilly ABSENT: Finlay STAFF: City Manager Darrell George BOARD OF EDUCATION PRESENT: Bell, Diaz, Edwards, Reyes ABSENT: Murray STAFF: Superintendent Allan Mucerino Members of the MAD Town Council present: Bullock, Hall, Schmidt, Sells, Williams. Nicoloro was absent.
ADOPTION OF AGENDA	The Agenda was adopted by both agencies.
INPUT ON AGENDA ITEMS	There was no input on Agenda items.
AGENDA ITEMS Public Safety Update/Crossing Guards	Director of Public Safety Services Brian Villalobos presented an update about recent public safety issues, and provided statistics for the area pertaining to recent crime trends, concerns, California laws, and the Keeping California Safe Act of 2018, and presented an update about crossing guards.
2017/18 School Year Highlights	Superintendent Mucerino showed a marketing video, presented highlights of the 2017/18 school year, and discussed Duarte High School, the competitive advantage plan, destination school district, and K-8 transformation. Ms. Levine and Dr. Wallace presented a 2018/19 year-in-review about the California School of the Arts, including survey results, student achievements, joint programs with DUSD, and collaborations with the Duarte community.
Superintendent Recruitment	Doug Edwards provided an update about the Superintendent recruitment process.

ITEMS FROM CITY COUNCIL,
SCHOOL BOARD, AND
TOWN COUNCIL

City Councilmembers, School Board Members, and the MAD Town Council expressed appreciation for the joint session, stated their concerns, and thanked members of each of the agencies for their attendance and input.

ADJOURNMENT

The special joint session was adjourned at 7:04 p.m. The Duarte City Council adjourned to its regular meeting, June 12, 2018.

Mayor John Fasana

ATTEST:

City Clerk

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JUNE 12, 2018

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 7:15 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Kang, Paras-Caracci, Reilly, Fasana ABSENT: Finlay ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Reilly moved, Kang seconded to adopt the Agenda, and carried with Finlay absent.
PLEDGE TO THE FLAG	Reyna Diaz led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	Mayor Fasana asked for a moment of silent reflection.
FITNESS/MENTAL WARM-UP	Cosgrove provided the warm-up.
SPECIAL ITEMS Recognition – Erika Sanchez Golden Gloves Nat'l Tournament	Cesar Monsalve presented a video about the Golden Gloves National Tournament of Champions held in Omaha, Nebraska, and introduced Erika Sanchez and her trainers. Mayor Fasana presented Erika with a Certificate in recognition of her winning First Place in the 132-Pound Women's Division at the 2018 Golden Gloves National Tournament of Champions.
Mayor's Youth Council update	Samantha Martinez presented an update of recent Mayor's Youth Council activities and upcoming Teen Center events.
ANNOUNCEMENTS	Joanna Gee, Duarte Library, announced programs, story times, classes, and workshops from June through August. Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events in June. Karen Herrera announced upcoming community events, fundraisers, concerts, and celebrations in June and July. Hector Elizalde, from Congressman Napolitano's office, announced Veterans Forum on June 30 in Azusa.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Mr. Martinez – Duarte Road and Mountain Avenue. Brian Tindall – Plastic pollution in the ocean. Lawrence (no last name) – Outsourcing City transit system.

06/12/18

The following spoke about the negative effects of fireworks, allowing voters to decide about banning fireworks, and/or having a public fireworks display: Dena Dragoo, Linda Acosta, Rito Escamilla, Michael Olson, Joseph Fraley, Stacey Tang, Jim Kelly, Michele Silence, Lorraine Leberthon, Carie Osburn, Karen Vance.

CONSENT CALENDAR

Paras-Caracci moved, Kang seconded to approve the Consent Calendar as follows, and carried with Finlay absent.

Approve Items A, B, C, D, E, F, L.

Receive and File Item G, H, I, J, K.

Item D – Council Bill 18-R-21
RESOLUTION NO. 18-21
Unrepresented Employees

Item D – Resolution 18-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION 17-30 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES

Item E – Council Bill 18-R-22
RESOLUTION NO. 18-22
Citywide Wayfinding Project

Item E – Resolution 18-22 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

Item F – Council Bill 18-R-23
RESOLUTION NO. 18-23
Liability – Route 66 Parade

Item F – Resolution 18-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUPPORTING THE DUARTE ROUTE 66 PARADE AND AGREEING TO ACCEPT LIABILITY AND MAINTENANCE FOR DETOURED TRAFFIC FROM THE MOUNT OLIVE OFF-RAMP

PUBLIC HEARINGS

Council Bill 18-R-14

Landscape/Lighting District
Orders 2018/19 Assessment

Mayor Fasana announced this was the time and place set to consider this item.

Council Bill 18-R-14: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2018-2019 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

Notice of the hearing was given, the affidavit is on file, and no written communications were filed on the matter.

City Engineer Dominic Milano presented a staff report about the item.

Mayor Fasana asked if anyone in the audience wished to speak on the item. There were none. Kang moved, Paras-Caracci seconded to close the Public Hearing, and carried with Finlay absent.

RESOLUTION NO. 18-14

Reilly moved, Kang seconded to adopt Resolution No. 18-14, and carried with Finlay absent.

Council Bill 18-R-15
CUP 17-04, Meditation Temple
2632 Royal Oaks Drive

Mayor Fasana announced this was the time and place set to consider this item, and read by title the following Council Bills:

Council Bill 18-R-16
Site Plan/Design Review
Case 17-30

Council Bill 18-R-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING CONDITIONAL USE PERMIT 17-04, FOR THE USE AND OPERATION OF A MEDITATION TEMPLE, LOCATED AT 2632 ROYAL OAKS DRIVE

Council Bill 18-O-05
Mun. Code Amendment 18-01
Parcel Size/Location
(First Reading)

Council Bill 18-R-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING SITE PLAN AND DESIGN REVIEW CASE 17-30, FOR THE CONSTRUCTION OF A NEW MEDITATION TEMPLE AND ASSOCIATED SITE IMPROVEMENTS, LOCATED AT 2632 ROYAL OAKS DRIVE

Council Bill 18-O-05 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, APPROVING MUNICIPAL CODE AMENDMENT 18-01 FOR THE AMENDMENT OF SECTION 19.60.140(C)(1) "PARCEL SIZE AND LOCATION" OF THE DUARTE DEVELOPMENT CODE (First Reading)

Notice of the hearing was given, the affidavit is on file, and no written communications were filed on the matter.

David Eoff IV, Associate Planner, presented the staff report about the item, discussed the three components pertaining to the Kwan Yin Temple, 2632 Royal Oaks Drive: the Conditional Use Permit, Site Plan and Design Review, and the Municipal Code Amendment, and provided details about the proposed meditation temple and its construction.

Mayor Fasana asked if anyone in the audience wished to speak on the item. There were none. Reilly moved, Kang seconded to close the Public Hearing, and carried with Finlay absent.

Cosgrove suggested the proposed Ordinance be considered before the proposed Resolutions.

Council Bill 18-O-05—Introduced
for first reading

Reilly moved, Kang seconded to introduce Council Bill 18-O-05 for first reading, and carried with Finlay absent.

Cosgrove stated with regard to Council Bill 18-R-15, at the end of Section 3 CEQA Determination, the words "and Section 15332" are to be added.

RESOLUTION NO. 18-15

Paras-Caracci moved, Reilly seconded to adopt Resolution No. 18-15, as amended to include the words "and Section 15332" at the end of Section 3 CEQA Determination, and carried with Finlay absent.

RESOLUTION NO. 18-16 RESOLUTIONS Council Bill 18-R-17 Governance Election Policy	Reilly moved, Kang seconded to adopt Resolution No. 18-16, and carried with Finlay absent. George stated the four Council Bills to be considered relate to the November 2018 election, and noted Section 8 of Council Bill 18-R-18 requires the City to select one of two ways to resolve a tie vote, by either a special runoff election or by lot. Council Bill 18-R-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, APPROVING AND ESTABLISHING A CITYWIDE GOVERNANCE BY DISTRICT ELECTION POLICY
RESOLUTION NO. 18-17 Council Bill 18-R-18 Calling Election – Nov. 6, 2018	Paras-Caracci moved, Kang seconded to adopt Resolution No. 18-17, and carried with Finlay absent. Council Bill 18-R-18 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 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES
RESOLUTION NO. 18-18 Council Bill 18-R-19 Requests Consolidation	Kang moved, Reilly seconded to adopt Resolution No. 18-18, with Section 8 reciting that in the event of a tie vote, “the City Council 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,” and carried with Finlay absent. Council Bill 18-R-19 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 6, 2018, WITH THE DUARTE UNIFIED SCHOOL DISTRICT ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE Reilly moved, Paras-Caracci seconded to adopt Resolution No. 18-19, and carried with Finlay absent.
Council Bill 18-R-20 Candidate’s Statements	Council Bill 18-R-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE’S STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018
RESOLUTION NO. 18-20	Paras-Caracci moved, Reilly seconded to adopt Resolution No. 18-20, and carried with Finlay absent.

Fasana suggested an informational mailer in both English and Spanish be sent to residents in District 6 and District 7, and to encourage residents/voters to become candidates.

Fasana suggested that a discussion be conducted at the next City Council Meeting about possibly putting an item on the November ballot banning the sale and discharge of fireworks in the City, or talk about a ban on fireworks, and allowing two presentations of 10 minutes each, pro and con, with a one-minute comment period per speaker if others wish to speak. Reilly suggested there be a comparison with other cities.

BUSINESS ITEMS

Appointments – Mayor’s Youth Council

Paras-Caracci moved, Reilly seconded to appoint Ryan Schneider, Ariel Gonzalez, Serene Dowiri, Sarah Dowiri, Sargis Bedrian, Samantha Martinez, Jalen Griffin, Faith Peoples, Hugh Alexander, and Carlos Mejia to the Mayor’s Youth Council for terms ending June 30, 2019, and carried with Finlay absent.

Consideration/Approval of FY 2018-19 Budget

George provided introductory comments about the proposed FY 2018-19 budget, and highlighted the goals accomplished during FY 2017/18.

Kristen Petersen presented a staff report about the proposed budget, including projects recently completed, projects underway, projected General Fund revenues/expenses, non-negotiable expenditures, other expenditures, and other City funds.

There was discussion. Paras-Caracci noted that under the City Council expenses item, the Mayor receives \$500 more per year than other Councilmembers.

Kang moved, Paras-Caracci seconded to adopt the FY 2018-19 City of Duarte/Housing Authority budget as presented, and carried with Finlay absent.

ORAL COMMUNICATIONS (Continued)

The following spoke on items not on the Agenda.
Ms. Skinner – Responsible fireworks users.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

COSGROVE: Provided a stormwater litigation update, and stated the judge has set the hearing for July 23.

GEORGE: Noted there were three resignations from Commissioners on tonight’s Agenda, there is a potential candidate list from the last round of interviews, and he will forward that information to City Council for consideration at the next meeting.

PARAS-CARACCI: Stated she is fine with looking at the last Commission interview list, suggested there could be a future discussion about adjusting Commission expiration dates since Councilmembers’ terms were adjusted, attended Taste of Duarte, toured Justice Brothers site, she has noticed coyotes during the day and suggested putting an alert on our website or in the community news about safety, and inquired about outreach

meetings planned about transit (Petersen responded).

REILLY: Stated there is a tournament of pickle ball at Indian Wells each year, inquired about the political sign ordinance (Cosgrove responded), inquired about requirement for bicycle riders to get permits (Villalobos responded), attended the high school graduation, 6th grade promotion, and Santa Teresita fundraiser, and announced the Route 66 Parade logo designer will be riding in the parade.

KANG: Inquired about the car group incident at the intersection of Buena Vista/Huntington (Villalobos and Sgt. Osterman responded), noted the landscape on South Lake in Pasadena is uniform, inquired if we have a landscaping plan in place (Petersen responded), and attended Taste of Duarte and SGV COG luncheon about homelessness.

FASANA: Stated he will check with the Gold Line about what is going on at Mountain Avenue/Duarte Road, suggested receiving a staff report back or sending it to a Commission, attended Taste of Duarte, noted a large number of cars and a tour bus have been parking in the Smart & Final lot (Villalobos responded), and stated there has been some concern about the golf course grass and sprinklers (Villalobos responded).

ADJOURNMENT

Paras-Caracci moved, Kang seconded to adjourn the meeting at 10:17 p.m., and carried with Finlay absent.

Mayor John Fasana

ATTEST:

City Clerk



City of Duarte

Council Warrant Register by Account

By Fund

Payment Dates 06/13/2018 - 06/26/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1010-7610	DUARTE CHAMBER OF COMMERCE	Karen Herrera Chamber Meeting 3/16/16	210279		11.00
100-1010-7612	MUNICIPAL CODE CORPORATION	Admin Support Fee 6/1/2018 - 5/31/2019	210300		350.00
100-1010-7614	MAXTREME INC	Hyperdrive-MacBook Pro (Administration)	89		87.59
100-1010-7614	MAXTREME INC	CM iPhone Case	89		76.41
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	210313		42.30
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	210313		1.96
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	210313		70.62
100-1010-7650	CITY OF MONROVIA	Fuel-City Manager 3/2018	210298		179.00
100-1010-7650	EXXONMOBIL	Fuel-City Vehicles	210282		28.56
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 5/2018	210309		1,591.00
100-1010-7965	BECKER BOARDS SMALL LLC	210 Fwy Billboard Ads 5/28/18 - 6/24/18	210263		1,500.00
100-1010-7980	SHAFFER AWARDS	Dr Allan Mucerino Plaque	210311		25.49
100-1010-7980	CALIFORNIA SKEWERS	Mucerino Reception 6/12/18	210267		596.77
100-1010-7980	U.S. BANK	Budget Workshop 5/22/18 (Panda Express)	88		173.01
100-1010-7980	U.S. BANK	CC Closed Session Food 4/24/18 (El Pollo Loco)	88		174.65
100-1010-7980	U.S. BANK	CC Closed Session Food 5/8/18 (Dickey's BBQ)	88		191.95
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2018	210308		12,095.52
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 4/2018	210308		405.00
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal 4/2018	210308		1,419.00
100-1015-7686	RUTAN & TUCKER LLP	D & Design (Trademark) Legal	210308		550.00
100-1015-7686	RUTAN & TUCKER LLP	Environmental/Stormwater Litigation (NPDES) 4/2018	210308		25,120.33
100-1020-7710	LUDECKE PROPERTY MANAGEMEN	Chamber Lease 6/2018	210203		1,600.00
100-1020-7711	U.S. BANK	Balance-Employee Appreciation 5/17/18 (In-N-Out)	88		1,200.00
100-1020-7715	WALMART COMMUNITY/RFCSLLC	Green Home Raffle Prizes	210318		120.80
100-1020-7715	U.S. BANK	Green Home Award Gift Cards (Home Depot)	84		875.00
100-1020-7715	U.S. BANK	Green Home Awards Food 5/17/18 (Wild Thyme Pizza)	84		300.44
100-1020-7716	LOS ANGELES PARTYWORKS INC	Cheers to 60 Years Celebration	210294		3,718.00
100-1020-7719	SMART & FINAL	SC Volunteer Dinner Supplies	87		328.21
100-1020-7719	SMART & FINAL	SC Volunteer Dinner Supplies	87		207.43
100-1020-7719	SMART & FINAL	SC Volunteer Dinner Supplies	87		249.66
100-1020-7719	JOSE R SALAZAR	SC Volunteer Dinner Food	210205		550.00
100-1020-7719	MARGARET DIAMOND	SC Volunteer Dinner Supplies	210215		254.75
100-1020-7722	GRANICUS INC	Street Sweeping Calendar Design	210287		1,099.98
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		115.00
100-1020-7726	U.S. BANK	Adobe Creative Cloud	88		34.99
100-1205-7610	U.S. BANK	Brian Villalobos Contract Cities Hotel Fee 5/17/18	85		25.00
100-1205-7610	U.S. BANK	1001 Las Lomas Inspection Team Food (Max's)	85		99.98
100-1205-7610	U.S. BANK	Brian Villalobos Contract Cities Hotel 5/17/18	85		139.92
100-1205-7613	WEBER'S PRINTING	Administrative Citations	210320		700.07
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	210313		216.13
100-1205-7615	HOME DEPOT CREDIT SERVICES	Emergency Supplies Storage Shed	210225		2,293.01
100-1205-7615	U.S. BANK	CERT Lapel Pins (Propac Inc)	85		93.27
100-1205-7615	ULINE	First Aid Kit Asprin	210251		54.40
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 22 Rear Light Bulb/2 Tires	210260		464.55
100-1205-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 27 Alternator/Thermostat/2 Tres	210260		2,474.21
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 3/2018	210298		1,196.28
100-1205-7655	T-MOBILE	Emergency Asset Tracking 4/21/18 - 5/20/18	210249		13.91
100-1205-7761	DATA TICKET INC	Parking Citation Processing 4/2018	210277		1,379.49
100-1205-7761	DATA TICKET INC	Admin Citation Processing 4/2018	210277		2,442.69
100-1205-7779	WALMART COMMUNITY/RFCSLLC	Relay 4 Life Snacks	210318		99.52
100-1205-7779	U.S. BANK	Youth Dinner & Movie 5/8/18 (Blaze Pizza)	85		82.62
100-1205-7779	U.S. BANK	Youth Movie Tickets 5/8/18 (Monrovia Movie Grill)	85		60.00
100-1205-7779	AIDA TORRES	Youth Activity Meals 5/29/18 & 6/9/18	210250		65.73

Council Warrant Register by Account

Payment Dates: 06/13/2018 - 06/26/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7779	YOSSELIN GONZALEZ	DART Scholarship	210222	201331-PS Youth Programs	60.00
100-1205-7779	KIMBERLY GARCIA	DART Scholarship	210221	201331-PS Youth Programs	50.00
100-1205-7779	YESENIA CHAVEZ	DART Scholarship	210210	201331-PS Youth Programs	400.00
100-1205-7779	ARTURO LANDEROS	DART Scholarship	210234	201331-PS Youth Programs	50.00
100-1205-7779	RUDY HUERTA	DART Scholarship	210226	201331-PS Youth Programs	150.00
100-1205-7779	MELISSA ZARAGOZA	DART Scholarship	210256	201331-PS Youth Programs	150.00
100-1205-7779	VALERIE VAZQUEZ	DART Scholarship	210253	201331-PS Youth Programs	150.00
100-1205-7779	GEORGINA DIAZ	DART Scholarship	210216	201331-PS Youth Programs	150.00
100-1205-7779	DAVID FARIAS	DART Scholarship	210219	201331-PS Youth Programs	50.00
100-1205-7779	NICOLE OCHOA	DART Scholarship	210241	201331-PS Youth Programs	150.00
100-1205-7780	D & D SERVICES INC	Deceased Animal Disposal 5/2018	210276		288.00
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 3/2018	210298		5,024.89
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 4/2018	210296		318,663.17
100-1205-7980	BRIAN VILLALOBOS	CSO Interview Panel Lunch	210254		53.14
100-1205-7980	THE SAUCE CREATIVE SERVICES CO	Event Banners	210310		328.50
100-1205-7980	U.S. BANK	Grant Writing Shipping (The UPS Store)	85		40.40
100-1205-7980	U.S. BANK	PS Interview Panel Lunch 5/10/18 (Sushi Fire)	85		52.24
100-1205-7980	MT OLIVE HIGH SCHOOL	Movie Night BBQ Dinner	210240		750.00
100-1211	ERWIN MENDEZ	Computer Loan	210204		1,865.41
100-1211	CRAIG HENSLEY	Computer Loan	210288		2,127.60
100-1405-7614	STAPLES ADVANTAGE	Credit on Invoice # 3376200705	210313		-55.18
100-1405-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 32 Alignment/4 Tires/Battery	210260		913.15
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 3/2018	210298		55.25
100-1405-7690	MAXTREME INC	SD Ultra Plus 32B (CMD)	89		21.89
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	210317		50.00
100-1405-7690	GEORGE K FARRA	Planning Commission Meeting	210283		50.00
100-1405-7690	PAULA WATSON-GARDNER	Planning Commission Meeting	210319		50.00
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	210321		50.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Services 5/2018	210271		23,511.74
100-1405-7801	COUNTY OF LOS ANGELES DEPART	Industrial Waste Inspections 5/2018	210274		1,219.54
100-1405-7802	HOME DEPOT CREDIT SERVICES	NPDES Public Outreach	210225		26.21
100-1405-7802	HOME DEPOT CREDIT SERVICES	Rain Barrels-NPDS Public Outreach	210225		26.21
100-1405-7965	PLACEWORKS	City of Hope Specific Plan/EIR 5/2018	210305	201406-Prof Serv-City of Hope EIR Reimb	6,573.21
100-1405-7965	KAREN WARNER ASSOCIATES INC	Affordable Housing Strategy	210293		8,100.00
100-1405-7965	KAREN WARNER ASSOCIATES INC	928 Huntington Dr Density Bonus Analysis	210293		2,160.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 5/2018	210307		1,040.00
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Signal 4/2018	210307	201725-Royal Oaks Signal-Cap Improvem	1,430.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 5/2018	210307		2,062.50
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Signal Engineering 5/2018	210307	201725-Royal Oaks Signal-Cap Improvem	1,840.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 5/2018	210307		3,120.00
100-1405-8100	TFN ARCHITECTURAL SIGNAGE INC	CH Duarte Logo Sign Installation	210315		1,095.00
100-1405-8100	PCI	Citywide Street Sweeping Sign Installation	210303		115,569.40
100-1405-8100	HOME DEPOT CREDIT SERVICES	Duarte Rd Landscape Improvement	210225		81.96
100-1410-7614	STAPLES ADVANTAGE	Office Supplies	210313		59.20
100-1410-7614	STAPLES ADVANTAGE	Credit for Invoice # 3378832612	210313		-7.82
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	210258		50.81
100-1410-7636	RED DOT UNIFORMS	Josh Hernandez Jacket	210306		76.30
100-1410-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 5 Master Cylinder/Heavy Duty PM Srv	210260		1,125.37
100-1410-7650	CITY OF MONROVIA	Fuel-Field Services 3/2018	210298		1,348.69
100-1410-7650	CANYON TIRE SALES INC	Veh 4 Road Side Service	210270		212.50
100-1410-7650	TRIANGLE TRUCK PARTS	Brake Light	210316		7.94
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Citywide Graffiti Removal 5/2018	210314		677.55
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	210225		33.84
100-1410-7980	HOME DEPOT CREDIT SERVICES	Hand Sprayer Parts	210225		9.17
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies/Gloves	210225		31.69
100-1410-7980	HOME DEPOT CREDIT SERVICES	Flag Hardware (Huntington Dr)	210225		73.76
100-1410-7980	HOME DEPOT CREDIT SERVICES	Shop Supplies	210225		16.39
100-1410-7980	HOME DEPOT CREDIT SERVICES	Knee Pads (Safety Supplies)	210225		78.71
100-1415-7889	LANDSCAPE WAREHOUSE INC	Overseed Bare Turf Areas	210295		57.99
100-1415-7889	LANDSCAPE WAREHOUSE INC	Overseed Bare Turf Areas	210295		57.99

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		2,130.00
100-1500	MARGARET DIAMOND	SC Volunteer Dinner Supplies	210215		-200.00
100-1605-7610	U.S. BANK	Staff Recognition (Target)	84		105.00
100-1605-7614	STAPLES ADVANTAGE	SC Volunteer Dinner Paper	210313		32.84
100-1605-7614	STAPLES ADVANTAGE	Office Supplies	210313		40.22
100-1605-7614	STAPLES ADVANTAGE	Posterboard & Desk Pad	210313		117.03
100-1605-7614	STAPLES ADVANTAGE	Cash Register Tape	210313		19.44
100-1605-7614	STAPLES ADVANTAGE	Disinfectant Wipes	210313		27.04
100-1605-7614	STAPLES ADVANTAGE	Credit for Invoice # 3379276408	210313		-28.08
100-1605-7614	STAPLES ADVANTAGE	SC Volunteer Dinner Paper	210313		65.67
100-1605-7636	J & J SPORTS & TROPHIES	Nature Camp Shirts/Staff Shirts	210292		632.91
100-1605-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 31 PM Service	210260		69.08
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 3/2018	210298		170.90
100-1605-7728	WALMART COMMUNITY/RFCSLLC	AmeriCorps Volunteer Rec Refreshments	210318	201809- Duarte's Promise - America's Pro	10.34
100-1605-7728	WALMART COMMUNITY/RFCSLLC	AmeriCorps Volunteer Rec Prizes	210318	201809- Duarte's Promise - America's Pro	79.92
100-1605-7728	SMART & FINAL	AmeriCorps Volunteer Recognition	87	201809- Duarte's Promise - America's Pro	224.22
100-1605-7728	STAPLES ADVANTAGE	Credit for Invoice # 3375407094	210313	201809- Duarte's Promise - America's Pro	-4.49
100-1605-7728	DIANNA PEREZ	AmeriCorps Volunteer Appreciation	210244	201809- Duarte's Promise - America's Pro	243.87
100-1605-7728	DUARTE RECREATION PETTY CASH	AmeriCorps Little Library Books	210218	201809- Duarte's Promise - America's Pro	29.79
100-1605-7728	DUARTE RECREATION PETTY CASH	AmeriCorps VIP Volunteer Recognition	210218	201809- Duarte's Promise - America's Pro	32.01
100-1605-7728	SMART & FINAL	AmeriCorps Adopt-A-Park Refreshments	87	201809- Duarte's Promise - America's Pro	11.49
100-1605-7729	THE SAUCE CREATIVE SERVICES CO	Concert Sponsor Banners	210310		707.00
100-1605-7729	SMART & FINAL	Concert Refreshments	87		84.26
100-1605-7729	MICHELLE GIACOPUZZI	Summer Concert Band	210201		1,000.00
100-1605-7729	LONG BEACH COMMUNITY BAND	Summer Concert Stage Fee	210202		750.00
100-1605-7729	PHILLIP POWELL	Summer Concert Band Fee	210245		1,200.00
100-1605-7729	LONG BEACH COMMUNITY BAND	Summer Concert Stage Fee	210236		750.00
100-1605-7730	SMART & FINAL	Day @ Teen Ctr Supplies	87		370.81
100-1605-7730	U.S. BANK	Easter Bunny Costume (Amazon)	84		285.52
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Supplies	210318		38.24
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Supplies	210318		48.38
100-1605-7733	WALMART COMMUNITY/RFCSLLC	Senior Ctr Supplies	210318		7.49
100-1605-7733	STAPLES ADVANTAGE	Credit for Invoice # 3375572004	210313		-31.46
100-1605-7733	STAPLES ADVANTAGE	SC Volunteer Dinner Supplies	210313		96.31
100-1605-7733	SMART & FINAL	Senior Ctr Food Supplies	87		8.20
100-1605-7733	BOTANICA FLORIST	SC Volunteer Dinner Flowers	210206		175.20
100-1605-7733	U.S. BANK	SC Dining Room Wall Clock (Wayfair)	84		56.93
100-1605-7733	U.S. BANK	SC Netflix	88		19.74
100-1605-7733	MARK CARTER PRODUCTIONS	SC Dinner Entertainment	210238		150.00
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Coffee Cups	210218		4.70
100-1605-7735	FSP DESIGNS	TC Teen Summer Olympics	210284		163.98
100-1605-7735	U.S. BANK	TC Extreme Game Trucks (Summer Theme Week)	84		279.00
100-1605-7735	U.S. BANK	TC Treasure Booth (Summer Theme Week)	84		100.00
100-1605-7735	U.S. BANK	TC Field Trip 5/15/18 (Studio Movie Grill)	84		52.00
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	87		125.34
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Nature Camp Supplies	210318		156.64
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Nature Camp Supplies	210318		78.39
100-1605-7736	WALMART COMMUNITY/RFCSLLC	Nature Camp Supplies	210318		88.01
100-1605-7736	IMAGEN INC	Nature Camp Supplies	210289		300.78
100-1605-7736	THE SAUCE CREATIVE SERVICES CO	Nature Camp Logo Design	210310		150.00
100-1605-7736	SMART & FINAL	Spring Recital Refreshments/Prizes	87		198.98
100-1605-7741	WALMART COMMUNITY/RFCSLLC	Parks Supplies	210318		121.80
100-1605-7741	IMAGEN INC	Parks Supplies	210289		300.77
100-1605-7741	J & J SPORTS & TROPHIES	Ice Packs	210292		262.80
100-1605-7741	ZEENI INC	T-Ball Jerseys	210322		1,042.44
100-1605-7745	DUARTE PETTY CASH	2018 Golden Gloves Tournament	210217		173.01
100-1605-7745	U.S. BANK	TC Boxing Program Airfare (Expedia)	84		343.34
100-1605-7750	INLAND EMPIRE STAGES LTC	Gardens of the World Trip 5/10/18	210228		1,210.00
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Park Program Supplies	210318		69.33
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Encanto Park Program Games	210318		59.20

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100-1605-7980	WALMART COMMUNITY/RFCSLLC	Parks First Aid Supplies	210318		46.00
100-1605-7980	WALMART COMMUNITY/RFCSLLC	Parks Program Supplies	210318		6.87
100-1605-7980	SMART & FINAL	Staff Training Food	87		53.04
100-1605-7980	SMART & FINAL	Parks Programs Supplies	87		22.97
100-1605-7980	SMART & FINAL	Traveling Cooking Class Supplies	90		11.98
100-1605-7980	SMART & FINAL	Summer Cool Down 6/20/18 Supplies	90		14.86
100-1605-7980	SMART & FINAL	Day @ Teen Ctr Supplies	87		19.23
100-1605-7980	SMART & FINAL	Week 3 Cooking w/Rita	87		60.73
100-1605-7980	SMART & FINAL	Parks Arts & Crafts/Cooking Supplies	87		51.86
100-1605-7980	SMART & FINAL	Staff Training Food	87		38.97
100-1605-7980	SMART & FINAL	Staff Training Supplies	90		51.72
100-1605-7980	SMART & FINAL	Parks Traveling Food Program Supplies	87		11.59
100-1605-7980	SMART & FINAL	Summer Parks Ice Cream	87		28.05
100-1605-7980	DUARTE RECREATION PETTY CASH	Park Program Supplies	210218		46.22
100-1605-7980	SMART & FINAL	Summer Cool Down 6/20/18 Supplies	90		118.73
100-1605-7980	SMART & FINAL	Park Supplies	90		16.66
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	210285		487.66
100-1610-7618	MONROVIA LOCK SHOP	Keys/Locks	210297		216.26
100-1610-7618	MONROVIA LOCK SHOP	Keys	210297		13.66
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Supplies/Repairs	210225		83.34
100-1610-7618	HOME DEPOT CREDIT SERVICES	Janitorial Supplies	210225		329.00
100-1610-7618	LANDSCAPE WAREHOUSE INC	Beardslee Park Filed Grass Seed	210295		289.93
100-1610-7618	SMART & FINAL	SC Coffee Cups	87		63.89
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Center Repairs	210225		33.91
100-1610-7618	HOME DEPOT CREDIT SERVICES	Misc Supplies/Repairs	210225		331.33
100-1610-7618	U.S. BANK	Rendering of CC Dais w/Add'l Seating (The Sauce)	84		125.00
100-1610-7618	U.S. BANK	CC Table Cloths Dry Cleaning (Jasmine Cleaners)	84		294.00
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	90		252.58
100-1610-7618	HOME DEPOT CREDIT SERVICES	Janitorial Supplies	210225		158.57
100-1610-7618	CINTAS CORPORATION #693	Logo Mats	210212		22.16
100-1610-7618	HOME DEPOT CREDIT SERVICES	Janitorial Supplies	210225		95.92
100-1610-7618	HOME DEPOT CREDIT SERVICES	Janitorial Supplies	210225		59.68
100-1610-7618	HOME DEPOT CREDIT SERVICES	Janitorial Supplies	210225		118.79
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	210212		39.58
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	210212		39.58
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	210272		40.28
100-1610-7650	ALEX ROMO AUTO & TRUCK REPAIR	Veh 21 R/R Tire	210260		184.80
100-1610-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 3/2018	210298		329.27
100-1610-7652	UNITED SITE SERVICES	Sports Park Portable Toilet 5/22/18 - 6/18/18	210252		91.98
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Srvcs-Museum 6/2018	210278		38.00
100-1610-7652	ACCO ENGINEERED SYSTEMS	SC A/C Leak Check & Repair	210257		2,473.00
100-1610-7652	JOE'S JANITORIAL SERVICE	Duarte Park Floor Strip/Wax	210231		450.00
100-1610-7652	AIR-TRO INC	Duarte Park Bldg A/C Repair	210259		342.56
100-1610-7652	IMS REFRIGERATION INC	Ice Machine Service	210290		338.78
100-1610-7652	DEWEY PEST CONTROL INC	Pest Control Srvcs 6/2018	210278		207.00
100-1610-7652	SHANNON DIVERSIFEID INC	Replaced (2) Belt #4L300	210246		20.00
100-1610-7652	SHANNON DIVERSIFEID INC	Community Ctr Kitchen Exhaust Cleaning	210246		450.00
100-1610-7652	SHANNON DIVERSIFEID INC	Snack Bar Kitchen Exhaust Cleaning	210246		390.00
100-1610-7652	PASCO DOORS	SC Entry Door Activation Sensor	210243		1,695.10
100-1610-7652	COIT RESTORATION SERVICES	City Hall HVAC Duct Cleaning	210273		3,315.00
100-1610-7830	U.S. BANK	SC Elevator 911-Vonage	88		18.52
100-1750	U.S. BANK	Adventure Club Field Trip 8/3/18 (AMF Bowling)	84		142.84
100-1750	MOSS, LEVY & HARTZHEIM LLP	Interim Audit Fieldwork FY18	210299		10,000.00
100-1805-7610	U.S. BANK	Roxanne B It Worked for Me-Leadership Training	88		75.00
100-1805-7610	U.S. BANK	Roxanne B It Work for Me Book (Amazon)	88		13.26
100-1805-7612	U.S. BANK	Kristen Petersen ICMA Membership	88		1,400.00
100-1805-7614	MAXTREME INC	KP iPhone Case/Sheild	89		90.08
100-1805-7614	STAPLES ADVANTAGE	File Folders	210313		154.35
100-1805-7614	KRISTEN PETERSEN	Admin Srvcs Flash Drives	210304		55.80
100-1805-7614	OFFICE SOLUTIONS INC	Office Supplies	210302		57.15

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100-1805-7980	U.S. BANK	Microsoft 365 4/27/18 - 5/26/18	88		12.00
100-1810-7614	STAPLES ADVANTAGE	Office Supplies	210313		651.45
100-1810-7614	U.S. BANK	HR Metal Storage Cabinet (Amazon)	88		286.23
100-1810-7614	U.S. BANK	HR Wagon Cart (Amazon)	88		87.55
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 5/2018	210268		384.00
100-1810-7660	CMC LIVSCAN & NOTARY SERVICE	Livescan Services 5/2018	210213		240.00
100-1815-7632	U.S. BANK	CMD-Amanda/Teresa Adobe AcroPro	88		14.99
100-1815-7632	U.S. BANK	Adobe Creative Cloud	88		314.91
100-1815-7632	U.S. BANK	HR/Michelle-Adobe AcroPro	88		14.99
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2018	89		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2018	89		200.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	Network Configuration	210248		82.50
100-1815-8011	MAXTREME INC	Synology Storage	89		8,747.91
100-1820-7771	BEN CASTRO MASONRY INC	Repair to Damaged Block Wall (Markwood St)	210200	DMGE034-Dmg to City Prop-Markwood	4,300.00
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	210208		37.23
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	210208		37.23
100-1825-7614	U.S. BANK	HR Payroll Envelopes (Fourfold)	88		49.45
100-1825-7614	OFFICE SOLUTIONS INC	'City of Duarte' Pre-inked Stamps	210302		111.58
100-1825-7626	FEDEX	Document Delivery	210220		23.55
100-1825-7630	CANON FINANCIAL SERVICES INC	Copier Lease-CH (2)/SC/TC 6/1/18 - 6/30/18	210269		869.55
100-1825-7630	U.S. BANK	TTR Shipping-Ricoh Copier Pickup (PS)	88		276.00
100-1825-7674	U.S. BANK PARS ACCOUNT #674601	Additional ARC Pmt FY18	86		240,500.00
100-1825-7687	BOTANICA FLORIST	LARA Retirement Arrangement	210264	201711-Waste Mgmt/LARA Celebration	50.00
100-1825-7747	HOME DEPOT CREDIT SERVICES	Recycling Tools & Supplies	210225	201713-Beverage Container Recycle Progr	273.04
100-1825-7747	STEVEN CHEN	Recycling Worker 5/3/18	210211	201713-Beverage Container Recycle Progr	16.50
100-1825-7747	STEVEN CHEN	Recycling Worker 5/15/18	210211	201713-Beverage Container Recycle Progr	33.00
100-1825-7747	U.S. BANK	Recycling Supplies/Equipment (Walmart)	85	201713-Beverage Container Recycle Progr	57.68
100-1825-7747	YESENIA CHAVEZ	Recycling Worker 6/2/18	210210	201713-Beverage Container Recycle Progr	33.00
100-1825-7747	ARANZASU CABALLERO	Recycling Worker 6/5/18	210207	201713-Beverage Container Recycle Progr	33.00
100-1825-7747	ARANZASU CABALLERO	Recycling Worker 6/20/18	210207	201713-Beverage Container Recycle Progr	33.00
100-1825-7747	ANDY MIRANDA	Recycling Worker 6/20/18	210239	201713-Beverage Container Recycle Progr	40.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-2023	CRAIG HENSLEY	Hospital Stay-City Kitty	210224		75.00
100-2120	L & G CABLE CONSTRUCTION	Cash Bond Refund Permit 6-0011	210233		3,000.00
100-2120	INLAND ENGINEERING SERVICE INC	Cash Bond Refund Permit 5967	210229		1,000.00
100-2120	JUNG CHI YU	Cash Bond Refund Permit 5996	210255		1,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund Permit 6-0014	210214		3,000.00
100-2120	CROWN CASTLE USA INC	Cash Bond Refund Permit 6-0015	210214		1,000.00
100-2120	KDC CONSTRUCTION	Cash Bond Refund Permit 6101	210232		1,000.00
100-2120	ISABEL CARRILLO	CC Rent Deposit Refund	210209		500.00
100-2120	LISA ISLAS	ROP Bldg Rent Deposit Refund	210230		150.00
100-2120	DIANA LEE	Pool Rent Deposit Refund	210235		200.00
100-2120	ANDREA GRIM	Pool Rent Deposit Refund	210223		200.00
100-2120	VERONICA SMITH	ROP Bldg Rent Deposit Refund	210247		150.00
100-2120	FRANCES LUNA	TC Rent Deposit Refund	210237		150.00
100-2121	SMART & FINAL	Employee Union Meeting Drinks	87		50.58
100-4201	IE INC	868 San Pablo Way-Permit Cancelled (2018-163)	210227		307.00
100-4201	IE INC	2050 Capehart Ave-Permit Cancelled (2018-175)	210227		86.80
Fund 100 - GENERAL FUND Total:					889,995.99

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2205-8100	ELIE FARAH INC	Galen Street Improvements	210281	201825-Other Cap Improv-Galen St Impro	765.00
220-2205-8100	ELIE FARAH INC	2018 Street Rehab Design	210281		1,142.40
220-2210-7813	HOME DEPOT CREDIT SERVICES	Concrete-No Parking Signs (BV @ Beardslee)	210225		7.12
220-2210-7813	HOME DEPOT CREDIT SERVICES	Vineyard Ave Sign Repair	210225		7.12
Fund 220 - GAS TAX FUN Total:					1,921.64

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Landscape Improvements	210295		295.70
240-2410-7891	LANDSCAPE WAREHOUSE INC	Duarte Rd Landscape Improvements	210295		618.94
240-2410-7891	CAL BLEND SOILS INC	Duarte Rd Landscape Improvements	210266		2,994.83
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Duarte Rd Landscape Improvements	210312		27.35
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Duarte Rd Landscape Improvements	210312		14.96
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Duarte Rd Landscape Improvements	210312		2,308.44
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Duarte Rd Landscape Improvements	210312		33.49
240-2410-7891	EL NATIVO GROWERS INC	Duarte Rd Landscape Improvements	210280		7,315.42
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		4,145.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		550.00
240-2425-7887	BRIGHTVIEW LANDSCAPE SERVICES	Heathstone Tree Thin/Brush Clearance	210265		32,200.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2018	210265		500.00
240-2435-7918	BRIGHTVIEW LANDSCAPE SERVICES	Ridgecrest Tree Thin/Brush Clearance	210265		6,860.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					72,605.20

Council Warrant Register by Account

Payment Dates: 06/13/2018 - 06/26/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 4/2018	210296		15,178.57
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					15,178.57

Council Warrant Register by Account

Payment Dates: 06/13/2018 - 06/26/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7613	CURO MANAGED PRINT PRODUCTI	Transit Maps	210275		931.85
440-4405-7614	STAPLES ADVANTAGE	Office Supplies	210313		19.26
440-4405-7614	U.S. BANK	Printer Ink (Amazon)	88		85.34
440-4405-7619	CITY OF MONROVIA	Fuel-Transit Dept 3/2018	210298		8,069.06
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 103 Fuel	210242		222.82
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 104 Fuel	210242		182.40
440-4405-7619	AUTOZONE	Bus Oil	210262		41.81
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 101 Fuel	210242		56.58
440-4405-7619	HUNTINGTON & DUARTE INC	Bus 102 Fuel	210242		50.00
440-4405-7620	CANYON TIRE SALES INC	Bus 104 Road Side Tire Repair	210270		223.97
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	210225		45.92
440-4405-7650	AUTOZONE	Batteries	210262		8.64
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	210225		56.53
440-4405-7650	GRAINGER	Bus/Vehicle Wash	210286		124.65
440-4405-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physical	210291		50.00
440-4405-7674	U.S. BANK PARS ACCOUNT #674601	Additional ARC Pmt FY18	86		11,950.00
440-4405-7887	ALEX ROMO AUTO & TRUCK REPAIR	Veh 28 Tail Light Assembly/Bulb	210260		284.13
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 103 Towing	210301		225.00
440-4425-7965	RKA CONSULTING GROUP	ATP Engineering (Cycle 1) 5/2018	210307	201604-Prof Svcs 440 (ATP)-ATP Design G	495.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					23,122.96

Council Warrant Register by Account

Payment Dates: 06/13/2018 - 06/26/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-4705-8060	ALL CITIES ENGINEERING INC	Citywide Concrete Repairs FY17/18	210261		3,412.88
Fund 470 - MEASURE R LR TRANSIT FUND Total:					3,412.88
Grand Total:					1,006,237.24

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	889,995.99
220 - GAS TAX FUN	1,921.64
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	72,605.20
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,178.57
440 - PROPOSITION A TRANSIT FUND	23,122.96
470 - MEASURE R LR TRANSIT FUND	3,412.88
Grand Total:	1,006,237.24

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7610	Travel, Mtgs & Conf	11.00
100-1010-7612	Publications and Dues	350.00
100-1010-7614	Office Supplies	278.88
100-1010-7650	Vehicle Maintenance	207.56
100-1010-7670	Legal Notices	1,591.00
100-1010-7965	Professional Services	1,500.00
100-1010-7980	Other Expenses	1,161.87
100-1015-7680	City Attorney Legal	12,095.52
100-1015-7684	Code Enforcement Legal	405.00
100-1015-7686	Other Legal Services	27,089.33
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7711	Employee Recognition C	1,200.00
100-1020-7715	Green Home Awards	1,296.24
100-1020-7716	Special Community Even	3,718.00
100-1020-7719	Volunteer Recognition	1,590.05
100-1020-7722	City Web Site	1,099.98
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7610	Travel, Mtgs & Conf	264.90
100-1205-7613	Duplications And Photos	700.07
100-1205-7614	Office Supplies	216.13
100-1205-7615	Emergency Supplies	2,440.68
100-1205-7650	Vehicle Maintenance	4,135.04
100-1205-7655	Emergency Services	13.91
100-1205-7761	Parking Ticket Collect	3,822.18
100-1205-7779	Youth Programs	1,667.87
100-1205-7780	Animal Control	288.00
100-1205-7781	Contract Law Enforceme	323,688.06
100-1205-7980	Other Expenses	1,224.28
100-1211	Computer Loan Program	3,993.01
100-1405-7614	Office Supplies	-55.18
100-1405-7650	Vehicle Maintenance	968.40
100-1405-7690	Planning Commission	221.89
100-1405-7800	Building Department Ser	23,511.74
100-1405-7801	Industrial Waste Inspecti	1,219.54
100-1405-7802	NPDES Requirements	52.42
100-1405-7965	Professional Services	16,833.21
100-1405-7967	Public Works Inspection	1,040.00
100-1405-7969	City Engineer	8,452.50
100-1405-8100	Other Capital Improvem	116,746.36
100-1410-7614	Office Supplies	51.38
100-1410-7621	Other Supplies	50.81
100-1410-7636	Uniforms	76.30
100-1410-7650	Vehicle Maintenance	2,694.50
100-1410-7814	Graffiti Removal	677.55
100-1410-7980	Other Expenses	243.56
100-1415-7889	Repairs-Sports Park	115.98

Account Summary

Account Number	Account Name	Payment Amount
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	-200.00
100-1605-7610	Travel, Mtgs & Conf	105.00
100-1605-7614	Office Supplies	274.16
100-1605-7636	Uniforms	632.91
100-1605-7650	Vehicle Maintenance	239.98
100-1605-7728	Americorp's VIP Progra	627.15
100-1605-7729	Concerts In The Park	4,491.26
100-1605-7730	Special Events	656.33
100-1605-7733	Senior Center	573.73
100-1605-7735	Teen Center	720.32
100-1605-7736	Recreation Classes	972.80
100-1605-7741	Sports/Playground Progr	1,727.81
100-1605-7745	Boxing Program	516.35
100-1605-7750	Bus Rentals	1,210.00
100-1605-7980	Other Expenses	728.01
100-1610-7617	Pool Chemicals	487.66
100-1610-7618	Building Supplies	2,488.02
100-1610-7636	Uniforms	119.44
100-1610-7650	Vehicle Maintenance	514.07
100-1610-7652	Building Maint Services	9,811.42
100-1610-7830	Telephones	18.52
100-1750	Prepaid Charges	10,142.84
100-1805-7610	Travel, Mtgs & Conf	88.26
100-1805-7612	Publications and Dues	1,400.00
100-1805-7614	Office Supplies	357.38
100-1805-7980	Other Expenses	12.00
100-1810-7614	Office Supplies	1,025.23
100-1810-7660	Other Services	624.00
100-1815-7632	Software Maintenance	344.89
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	282.50
100-1815-8011	Computer Equipment (C	8,747.91
100-1820-7771	Repair Of City Property	4,300.00
100-1825-7613	Duplications And Photos	74.46
100-1825-7614	Office Supplies	161.03
100-1825-7626	Postage	23.55
100-1825-7630	Equipment Lease	1,145.55
100-1825-7674	Retiree Health Insurance	240,500.00
100-1825-7687	Waste Mgmt Services	50.00
100-1825-7747	Beverage Cont Recycling	519.22
100-1825-7945	Operation Of Acq Prop	83.34
100-2023	EE City Kitty Contributio	75.00
100-2120	Refundable Deposits	11,350.00
100-2121	Pass Through Deposits	50.58
100-4201	Building Permits	393.80
220-2205-8100	Other Capital Improvem	1,907.40
220-2210-7813	Regulatory Signs	14.24
240-2410-7891	Repairs-Medians	13,609.13
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7887	Repairs & Replacements	32,200.00
240-2425-7914	Landscape Maintenance	400.00

Account Summary

Account Number	Account Name	Payment Amount
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
240-2435-7918	Fuel Modification	6,860.00
290-2905-7781	Contract Law Enforceme	15,178.57
440-4405-7613	Duplications And Photos	931.85
440-4405-7614	Office Supplies	104.60
440-4405-7619	Fuel And Oil	8,622.67
440-4405-7620	Tires	223.97
440-4405-7650	Vehicle Maintenance	235.74
440-4405-7673	Physical Exams	50.00
440-4405-7674	Retiree Health Insurance	11,950.00
440-4405-7887	Repairs & Replacements	509.13
440-4425-7965	Professional Services (AT	495.00
470-4705-8060	Sidewalk/Concrete Repa	3,412.88
Grand Total:		1,006,237.24

Project Account Summary

Project Account Key	Payment Amount
None	988,194.32
201331-PS Youth Programs	1,360.00
201406-Prof Serv-City of Hope EIR Reimb	6,573.21
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	495.00
201711-Waste Mgmt/LARA Celebration	50.00
201713-Beverage Container Recycle Program	519.22
201725-Royal Oaks Signal-Cap Improvements	3,270.00
201809- Duarte's Promise - America's Promise Exp	627.15
201825-Other Cap Improv-Galen St Improv. Project	765.00
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
DMGE034-Dmg to City Prop-Markkwood Blcok Wall	4,300.00
Grand Total:	1,006,237.24



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 06/13/2018 - 06/26/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
210260	6/26/2018	0005	ALEX ROMO AUTO & TRUCK REPAIR			5,515.29
	0190288	Veh 31 PM Service		100-1605-7650		69.08
	0190329	Veh 21 R/R Tire		100-1610-7650		184.80
	0190346	Veh 28 Tail Light Assembly/Bulb		440-4405-7887		284.13
	0190352	Veh 22 Rear Light Bulb/2 Tires		100-1205-7650		464.55
	0190364	Veh 5 Master Cylinder/Heavy Duty P		100-1410-7650		1,125.37
	0190441	Veh 32 Alignment/4 Tires/Battery		100-1405-7650		913.15
	0190442	Veh 27 Alternator/Thermostat/2 Tres		100-1205-7650		2,474.21
210265	6/26/2018	3889	BRIGHTVIEW LANDSCAPE SERVICES INC			61,324.41
	5788545	Landscape Maintenance 6/2018		100-1020-7724		115.00
	5788545	Landscape Maintenance 6/2018		100-1415-7916		2,130.00
	5788545	Landscape Maintenance 6/2018		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	5788545	Landscape Maintenance 6/2018		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
	5788545	Landscape Maintenance 6/2018		240-2410-7915		7,500.00
	5788545	Landscape Maintenance 6/2018		240-2410-7917		4,145.00
	5788545	Landscape Maintenance 6/2018		240-2410-7917		485.00
	5788545	Landscape Maintenance 6/2018		240-2420-7914		345.16
	5788545	Landscape Maintenance 6/2018		240-2421-7914		1,300.00
	5788545	Landscape Maintenance 6/2018		240-2422-7914		480.58
	5788545	Landscape Maintenance 6/2018		240-2423-7914		900.00
	5788545	Landscape Maintenance 6/2018		240-2424-7914		550.00
	5788545	Landscape Maintenance 6/2018		240-2425-7914		400.00
	5788545	Landscape Maintenance 6/2018		240-2426-7914		180.00
	5788545	Landscape Maintenance 6/2018		240-2427-7914		630.33
	5788545	Landscape Maintenance 6/2018		240-2431-7914		800.00
	5788545	Landscape Maintenance 6/2018		240-2432-7914		835.00
	5788545	Landscape Maintenance 6/2018		240-2433-7914		530.00
	5788545	Landscape Maintenance 6/2018		240-2434-7914		355.00
	5788545	Landscape Maintenance 6/2018		240-2435-7914		500.00
	5797221	Heathstone Tree Thin/Brush Clearanc		240-2425-7887		32,200.00
	5797337	Ridgecrest Tree Thin/Brush Clearance		240-2435-7918		6,860.00
210271	6/26/2018	5120	CHARLES ABBOTT ASSOCIATES INC			23,511.74
	58291	Building & Safety Services 5/2018		100-1405-7800		23,511.74
210280	6/26/2018	4501	EL NATIVO GROWERS INC			7,315.42
	SI-73403	Duarte Rd Landscape Improvements		240-2410-7891		7,315.42
210293	6/26/2018	4777	KAREN WARNER ASSOCIATES INC			10,260.00
	727	Affordable Housing Strategy		100-1405-7965		8,100.00
	728	928 Huntington Dr Density Bonus An		100-1405-7965		2,160.00
210296	6/26/2018	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT			333,841.74
	183649CY	Sheriff Contract 4/2018		100-1205-7781		318,663.17
	183649CY	Sheriff Contract 4/2018		290-2905-7781		15,178.57
210298	6/26/2018	0903	CITY OF MONROVIA			16,373.34
	1800562	Fuel-City Manager 3/2018		100-1010-7650		179.00
	1800563	Fuel-Field Services 3/2018		100-1410-7650		1,348.69
	1800564	Fuel-Parks & Recreation 3/2018		100-1605-7650		170.90
	1800564	Fuel-Parks & Recreation 3/2018		100-1610-7650		329.27
	1800565	Fuel-Public Safety 3/2018		100-1205-7650		1,196.28
	1800566	Fuel-Cmty Development 3/2018		100-1405-7650		55.25
	1800567	Fuel-Sheriff's Dept 3/2018		100-1205-7781		5,024.89

Council Warrant Register Over \$5000

Payment Dates: 06/13/2018 - 06/26/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	1800568	Fuel-Transit Dept 3/2018		440-4405-7619		8,069.06
210299	6/26/2018 8208	5794 Interim Audit Fieldwork FY18	MOSS, LEVY & HARTZHEIM LLP	100-1750		10,000.00 10,000.00
210303	6/26/2018 20041	5887 Citywide Street Sweeping Sign Install	PCI	100-1405-8100		115,569.40 115,569.40
210305	6/26/2018 65683	5224 City of Hope Specific Plan/EIR 5/2018	PLACEWORKS	100-1405-7965	201406-Prof Serv-City of Hope EIR Reimb	6,573.21 6,573.21
210307	6/26/2018	0904	RKA CONSULTING GROUP			9,987.50
	27592	Royal Oaks Signal 4/2018		100-1405-7969	201725-Royal Oaks Signal-Cap Improvements	1,430.00
	27639	Contract City Engineer 5/2018		100-1405-7969		2,062.50
	27640	Royal Oaks Signal Engineering 5/2018		100-1405-7969	201725-Royal Oaks Signal-Cap Improvements	1,840.00
	27641	Public Works Inspections 5/2018		100-1405-7967		1,040.00
	27642	Engineering Consulting 5/2018		100-1405-7969		3,120.00
	27665	ATP Engineering (Cycle 1) 5/2018		440-4425-7965	201604-Prof Svcs 440 (ATP)-ATP Design Goldline	495.00
210308	6/26/2018	0196	RUTAN & TUCKER LLP			39,589.85
	809573	General City Attorney (Retainer) 4/20		100-1015-7680		12,095.52
	809574	Code Enforcement Legal 4/2018		100-1015-7684		405.00
	809575	Telecommunications Legal 4/2018		100-1015-7686		1,419.00
	809581	D & Design (Trademark) Legal		100-1015-7686		550.00
	810460	Environmental/Stormwater Litigation		100-1015-7686		25,120.33
86	6/14/2018	5194	U.S. BANK PARS ACCOUNT #6746019200			252,450.00
	6012018	Additional ARC Pmt FY18		100-1825-7674		240,500.00
	6012018	Additional ARC Pmt FY18		440-4405-7674		11,950.00
89	6/21/2018	4286	MAXTREME INC			17,923.88
	13343	Synology Storage		100-1815-8011		8,747.91
	13348	Hyperdrive-MacBook Pro (Administra		100-1010-7614		87.59
	13348	CM iPhone Case		100-1010-7614		76.41
	13348	SD Ultra Plus 32B (CMD)		100-1405-7690		21.89
	13348	KP iPhone Case/Sheild		100-1805-7614		90.08
	13352	IT Helpdesk 6/2018		100-1815-7965		8,700.00
	13352	Crash Plan Recovery 6/2018		100-1815-7980		200.00
Payment Total:						910,235.78

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	807,947.53
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	66,311.49
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	15,178.57
440 - PROPOSITION A TRANSIT FUND	20,798.19
Grand Total:	910,235.78

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	164.00
100-1010-7650	Vehicle Maintenance	179.00
100-1015-7680	City Attorney Legal	12,095.52
100-1015-7684	Code Enforcement Legal	405.00
100-1015-7686	Other Legal Services	27,089.33
100-1020-7724	Post Office Parking	115.00
100-1205-7650	Vehicle Maintenance	4,135.04
100-1205-7781	Contract Law Enforceme	323,688.06
100-1405-7650	Vehicle Maintenance	968.40
100-1405-7690	Planning Commission	21.89
100-1405-7800	Building Department Ser	23,511.74
100-1405-7965	Professional Services	16,833.21
100-1405-7967	Public Works Inspection	1,040.00
100-1405-7969	City Engineer	8,452.50
100-1405-8100	Other Capital Improvem	115,569.40
100-1410-7650	Vehicle Maintenance	2,474.06
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7650	Vehicle Maintenance	239.98
100-1610-7650	Vehicle Maintenance	514.07
100-1750	Prepaid Charges	10,000.00
100-1805-7614	Office Supplies	90.08
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1815-8011	Computer Equipment (C	8,747.91
100-1825-7674	Retiree Health Insurance	240,500.00
100-1825-7945	Operation Of Acq Prop	83.34
240-2410-7891	Repairs-Medians	7,315.42
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7887	Repairs & Replacements	32,200.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
240-2435-7918	Fuel Modification	6,860.00
290-2905-7781	Contract Law Enforceme	15,178.57
440-4405-7619	Fuel And Oil	8,069.06
440-4405-7674	Retiree Health Insurance	11,950.00
440-4405-7887	Repairs & Replacements	284.13

Account Summary

Account Number	Account Name	Payment Amount
440-4425-7965	Professional Services (AT	495.00
	Grand Total:	910,235.78

Project Account Summary

Project Account Key	Payment Amount
None	899,814.23
201406-Prof Serv-City of Hope EIR Reimb	6,573.21
201604-Prof Svcs 440 (ATP)-ATP Design Goldline	495.00
201725-Royal Oaks Signal-Cap Improvements	3,270.00
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	910,235.78

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, APPROVING MUNICIPAL CODE AMENDMENT 18-01 FOR THE AMENDMENT OF SECTION 19.60.140(C)(1) "PARCEL SIZE AND LOCATION" OF THE DUARTE DEVELOPMENT CODE

WHEREAS, Section 19.60.140 of the Duarte Development Code provides standards for places of religious assembly; and

WHEREAS, Section 19.60.140(C)(1) provides locational, developmental, and operational standards, such as: parcel size and location, for places of religious assembly but does not differentiate on the applicability of the standards for new or existing places of religious assembly; and

WHEREAS, Municipal Code Amendment 18-01 proposes to clarify the applicability of the parcel size and location standards for legally established places of religious assembly by including subsection 19.60.140(C)(1)(c); and

WHEREAS, the Planning Commission of the City of Duarte conducted a duly-noticed public hearing on May 21, 2018, pursuant to Development Code Section 19.142.040 to consider Municipal Code Amendment 18-01, a city-initiated request to amend Chapter 19.60.140(C)(1) (Places of Religious Assembly) of the Duarte Development Code and recommended approval to the Duarte City Council for consideration; and

WHEREAS, notice of a public hearing on Municipal Code Amendment 18-01 was given pursuant to Duarte Development Code Chapter 19.146 and in accordance with applicable State law; and

WHEREAS, the City Council received and considered the analysis and recommendation provided in the staff report for the Municipal Code Amendment 18-01, and all of the information, evidence, and testimony received at the public hearing held on June 12, 2018 at 7:00 p.m. in the City Council Chambers; and

WHEREAS, after careful study and the holding of a duly noticed public hearing, the City Council adopts and approves Municipal Code Amendment 18-01.

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

SECTION 1. RECITALS

All of the facts set forth in the Recitals of this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. FINDINGS FOR DEVELOPMENT CODE AMENDMENTS

The City Council finds and determines as follows, findings for Development Code Amendments, as set forth in DDC Section 19.142.060:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan

The proposed amendment includes a modification to Section 19.60.140(C)(1), Places of Religious Assembly. The proposed amendment does not involve an amendment to the City's current General Plan, and all current land use designations will remain the same.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment clarifies the applicability of the parcel size requirements for legally established places of religious assembly. The amendment will affect only existing religious assemblies, which have maintained an operation prior to the requirements of Section 19.60.140 being incorporated into the Duarte Development Code. Religious assemblies that have not been legally established must comply with the development standards outlined in Section 19.60.140.

3. Additional findings for development code amendments. The proposed amendment is internally consistent with applicable provisions of this Development Code.

The proposed amendment will not impact other provisions of this Development Code. Places of religious assembly require a conditional use permit, which remain applicable for all operations. The code amendment will help clarify the applicability of the parcel size standards for existing uses.

SECTION 3. CEQA DETERMINATION

By adopting this Ordinance 18-O-05 for the proposed amendment to Section 19.60.140(C)(1) of the Duarte Development Code, the City Council finds and determines the project is in compliance with the California Environmental Quality Act (CEQA), and State regulations in Title 14 of the California Code of Regulations, (CEQA Guidelines) because the project is categorically exempt from CEQA pursuant to Title 14 California Code of Regulations Sections 15061(b)(3) and 15378(b)(5).

SECTION 4. RECOMMENDATION

The City Council approves this Ordinance that Chapter 19.60.140(C)(1) of the Duarte Development Code be amended to add Subsection c, to read as follows:

- c. Properties on which an existing place of religious assembly has continuously operated, and was legally established prior to 2010 that does not meet the property size standard in subsection (a) above shall be exempt from the requirements in subsection (a) and subsection (b) above.

PASSED, APPROVED, AND ADOPTED this day of , 2018.

Mayor John Fasana

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 Ordinance No. was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the day of , 2018, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/18

Re: Sub-Lease Agreement Approval Between the City and the Duarte Chamber of Commerce

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City the Building Sub-Lease Agreement in the amount of \$400 per month with the Duarte Chamber of Commerce effective July 1, 2018.

Background: For over four decades, the City of Duarte has entered into lease agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. The last agreement executed between the two entities was for the period of July 1, 2017 to June 30, 2018 for a sub-lease on 1,674 sq. ft. of space at the location of 1735 Huntington Drive.

Discussion: The City of Duarte is proposing to again sub-lease 1,674 sq. ft. of space to the Duarte Chamber of Commerce at the location of 1735 Huntington Drive. Highlights of the Tenant's responsibilities under the sub-lease include a monthly lease payment that will increase during the new term from \$150 to \$400 per month; payment of all utility charge including cable, telephone and internet; maintenance of million-dollar insurance coverage policies in the areas of liability, property and worker's compensation, and a one year term to coincide with the Services Agreement approval process. Chamber also continues to acknowledge and agree that they shall not have designated spaces in the adjoining parking lot, and shall share both on and off street parking. To the extent the Chamber and their guests use any available on-street parking, they shall comply with all applicable City of Duarte parking regulations.

Substantive changes to the sub-lease from the previous year include an acknowledgement that the rent, although being raised to \$400 per month (25% of the building's current market rent of \$1600) is still substantially below market rate, and that the City makes no representation or warranty that it will extend the below-market rates beyond the annual sub-lease term and, the City, as Landlord agrees to pay for all pass-through costs associated with the Triple Net lease structure i.e. common area maintenance, property taxes, etc. once they are passed on.

Fiscal Impact: The Sub-Lease Agreement for 2018-19 is set at a monthly rate of \$400 per month generating approximately \$4,800 in annual revenue.

ATTACHMENTS:

Attachment A - Chamber Sub-Lease Agreement 2018-19

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

THIS BUILDING SUB-LEASE ("Lease") is made and entered into as of July 1, 2018 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

RECITALS:

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

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

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

SUB-LEASE:

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

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

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

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

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

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

ARTICLE 2 TERM

2.1 Commencement and Duration. The term ("Term") of this Sub-Lease shall commence as of July 1, 2018 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Sub-Lease or by operation of law), on June 30, 2019.

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

ARTICLE 3 RENT

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

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

3.3 Monthly Rent. Tenant shall pay to Landlord as rent for the use and occupancy of the Premises, FOUR HUNDRED DOLLARS (\$400.00) per month during the Term, in lawful money of the United States ("Monthly Rent"). Rent shall be due on the 1st of each month, unless the 1st of the month is a Friday, Saturday, Sunday, or a holiday when Duarte City Hall is closed for business, in which case the Rent shall be due on the immediately succeeding business day.

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

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

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

3.6 Utility and Services. With the exception of telephone, cable television, and internet service, all of which shall be directly billed to and paid for by Tenant, Landlord shall contract and pay for all utilities and services to the Premises including but not limited to electricity, gas, and water service.

ARTICLE 4

INDEMNIFICATION & LIENS; INSURANCE

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

4.2 Insurance.

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

Certificates are to reflect that the insurer will provide 30 days written notice to Landlord of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, Tenant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section. Tenant agrees to provide immediate written notice to Landlord of any claim or loss against Tenant. Landlord assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve Landlord.

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

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

ARTICLE 5 USE OF THE PREMISES

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

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

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

5.4 Compliance with Building Rules and Regulations. Tenant agrees to comply with all rules and regulations of Landlord with respect to the Property as now existing or as may be imposed during the Term (provided that any rules or regulations imposed after the

commencement of the Term shall apply to Tenant only to the extent such rules and regulations do not materially interfere with Tenant's use of the Premises.

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

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

ARTICLE 6

DAMAGE OR DESTRUCTION

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

ARTICLE 7

ASSIGNMENT AND SUBLETTING

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

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

ARTICLE 8

PERFORMANCE OF TENANT'S COVENANTS

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

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

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

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

reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

ARTICLE 9 HAZARDOUS MATERIALS

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

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

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

9.4 Environmental Indemnity. Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its officers, officials, employees, agents, representatives, and volunteers from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition, or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises during the Term, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or

after the termination of this Sub-Lease. This indemnification supplements and in no way limits the scope of any other indemnification set forth in this Lease.

9.5 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Effective Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

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

(a) If Tenant shall default in the payment of any Monthly Rent or Additional Rent or other charges when and as the same becomes due and payable and such

default shall continue for more than ten (10) days after Landlord shall have given written notice thereof to Tenant; or

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

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

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

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

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

(a) General. If an Event of Default of Tenant shall occur and such default not be cured within the time required as set forth above, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Sub-Lease and bring suit against Tenant and recover as an award in such suit the following: (a) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination; (b) (ii) the worth at the time of

award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sub-Lease or which in the ordinary course of things could be likely to result therefrom; and (e) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

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

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

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

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other

charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Sub-Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

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

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

ARTICLE 12. ENTRY BY LANDLORD

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

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that the Property's off street parking consist of a shared parking lot adjacent to the entry door of the building on the Property. Tenant shall have no designated spaces in such lot, and shall share such lot and all related off-street parking improvements in common with all other lawful uses of same. Tenant shall conform to

all rules and restrictions on the use of such parking facilities as Landlord may be required to comply with under its lease for the Property. (See Exhibit A) To the extent Tenant and Tenant's invitees use any available on-street parking, they shall comply with all applicable City of Duarte Parking regulations.

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

ARTICLE 14 REPAIRS AND MAINTENANCE

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

If to Landlord:	City of Duarte City Manager's Office 1600 Huntington Drive
-----------------	--

Duarte, CA 91010

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END—SIGNATURE PAGE FOLLOWS]

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

CITY OF DUARTE

John Fasana, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefman, President/CEO

Exhibit A

**Commercial Lease Agreement
City of Duarte and Alan and Joan Djanogly**



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): February 8, 2017

Alan and Joan Djanogly

("Landlord") and

City of Duarte a California municipal corporation

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1735 Huntington Dr, Duarte CA 91010 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) March 1, 2017 ("Commencement Date").
(Check A or B):

- ☒ A. **Lease:** and shall terminate on (date) February 28, 2020 at 12:00 ☒ AM ☐ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- ☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- ☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum 1.

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- ☒ (1) \$ 1,800.00 per month, for the term of the agreement.
- ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- ☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
- ☐ (4) In accordance with the attached rent schedule.
- ☐ (5) Other: _____.

- B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.

- C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

- B. Payment: Rent shall be paid to (Name) Ludecke Property Mgmt Inc at (address) 20 E Foothill Blvd, Suite 105, Arcadia CA 91006, or at any other location specified by Landlord in writing to Tenant.

- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on _____

- If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 1,600.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (AL) (_____)

Tenant's Initials (JD) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Century 21 Ludecke, 20 E. Foothill Blvd. STE: 105 Arcadia, CA 91006
Century 21 Ludecke

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone: 626.445.0123/207

Fax: 626.445.9612

1735 Huntington

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>03/01/2017</u> To <u>03/31/2017</u> Date Date	\$ <u>1,600.00</u>	\$ _____	\$ <u>1,600.00</u>	_____
B. Security Deposit	\$ <u>1,600.00</u>	\$ _____	\$ <u>1,600.00</u>	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>3,200.00</u>	\$ _____	\$ <u>3,200.00</u>	_____

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 160.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____
14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____
OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as _____
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials ca (_____)Tenant's Initials [Signature] (_____)

Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () ()

Tenant's Initials () ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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1735 Huntington



Sub-tenant
Chamber
City's
Chamber

N/A

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials JS / _____

Landlord's Initials JS (_____) (_____)

Tenant's Initials (_____) (_____)

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1735 Huntington



Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Ludecke Property Mgmt

20 E Foothill Blvd Suite 105

Arcadia CA 91006

Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

All tenant improvements are to be at the expense of the lessee.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☒ Option Agreement (C.A.R. Form OA)

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: _____ (Print Firm Name) (If not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (a) (_____)

Tenant's Initials (JH) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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1735 Huntington



Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant City of Duarte - Chamber of Commerce Date 2/22/17

(Print name) 1600 Huntington Drive City Duarte State CA Zip 91010
Address Chamber of Commerce

Tenant 3/1/17

(Print name) Darrell George
Address 1600 Huntington Drive City Duarte State CA Zip 91010

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
Guarantor _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord 2/22/17
(owner or agent with authority to enter into this agreement)
Address 20 E Foothill Blvd Ste 105 City Arcadia State CA Zip 91006

Landlord _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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**COMMERCIAL LEASE CONSTRUCTION
ACCESSIBILITY ADDENDUM**
(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated 2/8/17
in which Alan and Leah Diagnosi is referred to as "Landlord"
and City of Orange a California municipal corporation is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☐ have not been inspected by a Certified Access Specialist (CASP).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant ☐ Landlord ☐ Other _____.

Tenant (Signature) [Signature] Date 2-22-17
Tenant (Print name) _____
Tenant (Signature) _____ Date _____
Tenant (Print name) _____
Landlord (Signature) [Signature] Date 2/22/17
Landlord (Print name) Clint Ludecke
Landlord (Signature) _____ Date _____
Landlord (Print name) _____

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CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Century 21 Ludecke, 20 E. Foothill Blvd. STE: 185 Arcadia, CA 91006
Century 21 Ludecke

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Phone: 626.445.6123/207 Fax: 626.445.9612

1735 Huntington



OPTION(S) TO EXTEND STANDARD LEASE ADDENDUM

Dated February 8, 2017

By and Between (Lessor) Alan and Joan Djanogly

By and Between (Lessee) City of Duarte

1735 Huntington Dr
Address of Premises: Duarte Ca 91010

Paragraph 2c

A. OPTION(S) TO EXTEND:

Lessor hereby grants to Lessee the option to extend the term of this Lease for 3 additional 12 month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least 1 but not more than 3 months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:
(Check Method(s) to be Used and Fill In Appropriately)

☐ I. Cost of Living Adjustment(s) (COLA)

a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☒ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

Ca

INITIALS

PAGE 1 OF 3

[Signature]
INITIALS

FORM OE-4-04/14E

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Century 21 Ludecke, 20 E. Foothill Blvd. STE: 105 Arcadia, CA 91006
Phone: 626.445.0123207 Fax: 626.445.9612 Century 21 Ludecke

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c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)) _____

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☒ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

March 1, 2020
March 1, 2021
March 1, 2022

The New Base Rent shall be:

\$2,000.00
\$2,060.00
\$2,122.00

☐ **IV. Initial Term Adjustments.**

The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.


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INITIALS

FORM OE-4-04/14E

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.
Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.


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INITIALS

FORM OE-4-04/14E

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/18

Re: Approval of Annual Duarte Chamber of Commerce Services Agreement 2018-19

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City the 2018-19 *Services Agreement in the amount of \$55,100* with the Duarte Chamber of Commerce.

Background: For over four decades, the City of Duarte has entered into service agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. Historically, the Chamber has faithfully, and with good results executed these services outlined in the agreement. The last service agreement executed between the two entities was for the period of July 1, 2017 to June 30, 2018 in the amount of \$45,100.

- **Services Agreement Discussion:** For the upcoming year, Chamber and City Council agreed to the new amount of \$55,100. For this contribution, the Chamber will continue its primary focus on business retention, job development and increasing overall Chamber membership and assume the following additional expenses:
- **Increase in monthly rent from \$150 to \$400**
- **Reinstate a part time employee**
- **Pay utility costs as outlined in the sub-lease agreement**

Specific tasks that fall under the objectives of business retention, job development and increasing overall Chamber membership is highlighted in Attachment A of the proposed Services Agreement. For example, areas such as the continuation of the successful Business Visitation Program, continuation of the "Women's Business Expo," conducting regular surveys of Chamber members to gather information on current business-related topics; as well as continued collaboration with the Foothill Workforce Investment Board (FWIB) and the San Gabriel Valley Economic partnership are identified. In addition, programs and seminars that benefit the Duarte business community; continuation of the Duarte View, Chamber enews, the DuarteChamber.com web site and, providing at least one free seminar on a current, business related topic per calendar quarter are highlights the new year.

Traditional Services, performed include but are not limited to:

- Maintaining regular office hours with qualified personnel;
- Favorably advertising Duarte as a place to do business and highlight advantages of the City;
- Conferring with businesses to do business in Duarte;
- Welcoming new businesses to town;
- Conducting programs such as lunch seminars, and business visitations";
- Providing financial and activity reports to the City of Duarte;
- Including news and other information provided by the City in its various publications;

- Providing commissioner recommendations for two City Commissions, i.e. Public Safety/EDC

Fiscal Impact: The Services Agreement is in the amount of \$55,100. The appropriation of funds to City Account #1020-7710 for \$55,100 was adopted as part of the FY 2018-19 budget workshop process. Annual compensation will be paid in two installments; one prior to July 30th and the other prior to January 30th 2019.

ATTACHMENTS: Attachment A - Chamber Services Agreement 2018-19

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

This Services Agreement is made and entered into as of July 1, 2018 ("Effective Date"), by and between the City of Duarte, California, a municipal corporation (hereinafter referred to as "City"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber").

RECITALS:

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

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

AGREEMENT:

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

1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period July 1, 2018 through June 30, 2019 ("Agreement Term"). The City shall pay the Chamber the sum of \$55,100 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 30, 2018 and the second by January 30, 2019.

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

2. SERVICES

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

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

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

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

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

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

5. LITIGATION MATTERS; ATTORNEY'S FEES. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Chamber be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred,

including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Chamber shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

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

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

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

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

10 NO JOINT VENTURE; NO BENEFITS. By this Agreement neither City nor Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City

shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to Chamber for injury or sickness of any employee arising out of performing services hereunder.

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

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

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

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

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

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

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

15. REPRESENTATIONS AND WARRANTIES. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the

provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

CITY OF DUARTE

John Fasana, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, President/CEO

Exhibit A

City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

- Expand Chamber member exposure to the overall business community, and beyond, through enhanced features of the DuarteChamber.com web site, such as
 - A free web page within the DuarteChamber.com domain
 - A free domain name and email address for Chamber members who don't have one
 - The ability to post Member to Member Discount coupons
 - The ability to post their own specials, menus, coupons, etc. and easily change them on their own web site.
 - Have a page available for links to businesses that are posting employment opportunities.
- Meet monthly with designated City Representative to continue a partnership with City Hall.
- Continue the Business Visitation Program involving the Chamber, City Hall and a designated business.
- Continue the newly established Women's Business Expo event involving the Small Business Administration, the Foothill Workforce Investment Board and the City.
- Periodically conduct a meaningful survey of Chamber members to seek their suggestions, recommendations, and requests for business-related topics they feel will be of benefit to them.
- Work with the Foothill Workforce Investment Board and identify and collaborate on programs and seminars that will benefit Duarte businesses.
- Notify Chamber members and all Duarte businesses in general through mail, email blast, the Duarte View and the DuarteChamber.com web site of the available programs and seminars.
- Provide seminars on current, business related topics available to all Duarte businesses and Chamber members at no cost to Duarte resident and business attendees. The Chamber would hold such seminars at the Duarte Community Center with no facility costs incurred.
- Strive to be the Resource Center for Duarte by marketing the Duarte Chamber website as the first place to go to for information and make the Chamber's Event Calendar available to all community groups and Chamber members to announce their special events.
- Provide the City with recommendations for designated Commission appointments. Specifically, two representatives for the Economic Development Commission and one for the Public Safety Commission.
- Provide a representative to regularly attend Duarte Cable Television Board meetings.

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/18

Re: Approval of Amendment No. 7 to the Services Agreement Between the City of Duarte and Levon Yotnakhparian for City Council Meeting Cable Casting/Internet Viewing

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City Amendment No. 7 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting and internet viewing services. (Attachment A)

Discussion: Since January of 2001, the City of Duarte has been in a service agreement with the Levon Yotnakhparian for City Council meeting Cable Casting services. The current rate is approximately \$552 per meeting for these services with Mr. Yotnakhparian.

Fiscal Impact: The approximate cost of the 12-month services agreement is \$12,700 reflecting 23 City Council meetings.

ATTACHMENTS:

Amendment No. 7 – Attachment A

**AMENDMENT NO. 7 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 7 TO AGREEMENT (“**Amendment No. 7**”) by and between the CITY OF DUARTE, a municipal corporation (“**City**”), and LEVON YOTNAKHPARIAN, an individual (“**Contractor**”), is made and entered into as of July 1, 2018 (“**Effective Date**”).

RECITALS:

A. In or about 2001, the City and Contractor entered into a Professional Services Agreement for the City Council Meeting Cablecasting Services. That agreement has been amended on six prior occasions. (The original Professional Services Agreement together with the four prior amendments is hereafter collectively referred to as the “**Existing Agreement**.”)

B. City and Contractor desire to enter into Amendment No. 7 to the Existing Agreement as set forth below.

AMENDMENT:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. Amendments to Existing Agreement. The Existing Agreement is amended as follows:

A. Replace the clause **TERM** in the Existing Agreement with the following:

This Agreement shall be extended from the Effective Date and shall remain and continue in effect until June 30, 2019. This term may be extended upon execution of a written amendment between the parties.

B. In the section titled “Contractor shall perform the following services,” replace No. 2 with the following:

City Meetings: Provide staff and production support to telecast at City’s discretion any and all regular and special, non-study session City Council meetings, throughout the year with a minimum of two (2) meetings each month of the City’s choice being telecast. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case-by-case basis between Consultant and the City. All meetings will be taped and available for broadcast within 48 hours. Consultant will arrive a minimum of 30 minutes in advance of any City requested meeting telecast to conduct sound and equipment testing to ensure product quality.

Section 3. No Other Amendments. Except as set forth above, the Existing

Agreement shall remain in full force and effect.

Section 4. Effective Date. The Effective Date of this Amendment No. 7 shall be July 1, 2018.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 7 to be effective as of the Effective Date.

CONTRACTOR

Date: _____

By: _____
Levon Yotnakhparian

CITY OF DUARTE

Date: _____

By: _____
Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:

David Cosgrove, City Attorney

Agenda Memo City Manager's Office

To: Mayor Fasana and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 6/19/18
Re: **Approval of Annual Service Agreement with Community Media of the Foothills (CMF) for Public Access Programming in the City of Duarte**

Recommendation: City staff is recommending that the City Council, by motion approve an annual Service Agreement with Community Media of the Foothills, (CMF) in the amount of \$24,500 for Public Access Programming for the City of Duarte, and authorize the City Manager to execute.

Background: During Fiscal year 2017-18, per Council direction, City staff completed the task of executing two agreements with two different local non-profits, one for public access programming production and the other for governmental/educational access programming production and overall programming of the station. As such, Duarte Community Television (DCTV) now exclusively handles governmental and educational access and Community Media of the Foothills (CMF/KGEM) now handle public access programming. The Duarte City Council felt the "hybrid" approach to delivering public, educational and governmental access programming to the community by capitalizing on the strong points associated with both CMF and DCTV was the best and most cost effective way to deliver the service.

Hybrid Option for Public, Educational and Governmental Access Programming Overview:

- Public Access Services for Duarte Residents would be provided by CMF at KGEM studios in Monrovia, CA at an annual contract cost of - \$24,500
- Educational and Governmental Access would be provided by DCTV at Duarte High School at an annual contract cost of \$27,605

This option also included two, one-time costs for capital Investment at both studios; \$22,000 at CMF/KGEM studios for public access programming equipment and \$45,000 to purchase educational and governmental access programming equipment at Duarte High School.

The agreement with DCTV was approved by the City Council at the first meeting in August of 2017 and the organization has since successfully relocated to Duarte High School, completed its capital purchases with approximately \$3,400 (Note: the group is requesting to use the remaining funds to rebuild their website) and have recently completed the signal transition process with Charter communications. Tests have since been run showing the channel operational and the ability to transfer programs between the two station functional.

Discussion: The agreement with CMF was approved at the first meeting in September of 2017 and both City and CMF staff have been promoting the availability of the service to the community since then. Staff is also working on the finalization of a monthly reporting system that will be utilized by both entities to facilitate the compilation of an annual report that will be submitted at the end of each fiscal year. The types of categories that the report will contain

include such data as number of programming hours per month, number of volunteers trained, number of new programs produced, amount of dollars fundraised, etc.

CMF Contract Highlights

In terms of contract content with CMF, it would continue to contain the following service elements with regards to **Public Access Studio usage, Volunteer Training and Equipment Usage:**

- **Hours of Operation** – CMF/KGEM studio/soundstage is open from 10:00 am to 7:00 pm Tuesdays thru Fridays, 10:00 am to 5:00 pm Saturdays, for use by volunteer community producers to produce their own local origination cable shows.
- **Studio/Shooting** - The studio has a 25X30 soundstage with a hanging light grid and 3 HD cameras that are live switched and sound mixed in a director's booth. Shooting is done in an HD format and then converted down to an SD format for channel playback on local cable.
- **Volunteer Training** – CMF conducts volunteer producer training on a regular, monthly schedule.
- **Staging** - There are also waiting areas and multiple edit bays available for local producers to foster a unique, creative environment.
- **Staffing** - Additionally, a CMF staff, technical director is also made available to the public to oversee the space and provide basic technical assistance i.e., lighting, stage maintenance; record material and check out equipment specifically for Duarte producers.
- **Public Access Programming** - CMF, with the talent of its volunteer producers, creates well over 100-productions annually for its community channels and would regularly provide programming to DCTV to be programmed on the Duarte channel.

New contract elements are as follows:

- **Recitals** - A new recital strengthening the distinction between the types of programming Duarte Community Television ("DCTV") produces and the types produced by CMF/KGEM consistent with principles set forth in both organization's official By-laws, rules and regulations, and Articles of Incorporation.
- **Storage and Redundancy** - In addition to the distribution requirements, CMF shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for CMF's content, should CMF's data and/or information storage system be compromised.
- **Records Retention** - To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by CMF, they shall comply with the City's document retention policy. For those records not specifically addressed by the City's document retention policy, CMF shall maintain a copy of that file for a period of a minimum of two (2) years.
- **Programming Coordination** - To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, CMF will

coordinate with DCTV to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. CMF and DCTV will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

Fiscal Impact: During fiscal year 2018-19, the City will make a \$24,500 annual contribution (payable in two installments) to CMF for public access services.

Attachment: CMF Agreement 2018-19

**AGREEMENT
BETWEEN CITY OF DUARTE AND COMMUNITY MEDIA OF THE FOOTHILLS FOR PUBLIC
ACCESS TELEVISION SERVICES**

OFFICE LOCATION

Community Media of the Foothills 847 E. Olive Ave. Monrovia, CA 91016

THIS AGREEMENT FOR PUBLIC ACCESS SERVICES ("Agreement") is entered into and effective as of July 1, 2018 ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **COMMUNITY MEDIA OF THE FOOTHILLS** ("CMF"), a California nonprofit corporation as follows:

RECITALS

- A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of 1996.
- B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the public access management entity to provide public access programming services and programming to the residents of the City.
- C. The State has granted one franchise to Charter Communication to operate cable television in the City.
- D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channel.
- E. Community Media of the Foothills , a nonprofit public access entity and post production facility, (KGEM) has provided public access management and video services to the City pursuant to an agreement dated September 12, 2017, sand has indicated its continuing interest in serving the City of Duarte by providing public access programming and studio operation services.
- F. The City and Duarte Community Television ("DCTV") have entered into agreement for DCTV to provide broadcast public access channel services, and production of educational and governmental programming to be broadcast on same, in a manner consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation. DCTV may broadcast the public programming content that is originally produced at the CMF facilities by the public, in conjunction with DCTV's original content for governmental and educational purposes for broadcast.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the foregoing Recitals, and for good and valuable consideration, the sufficiency and

receipt of which are hereby acknowledged, the parties agree to the duties and responsibilities of CMF as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until June 30, 2019 unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

CMF shall perform the following services:

A. Channel Programming Contribution. Contribute public access programming to the City's public /government/educational access cable channel in a manner consistent with principles set forth in CMF's Official By-laws, rules and regulations, and Articles of Incorporation.

B. Studio Operation and Usage. Manage and staff a video production facility and equipment that shall be available for public access use at such hours and times as determined by CMF, but not less than 43 hours per week. Any change in the hours of operation shall be posted twenty-four (24) hours in advance of such change and when possible, prior notification will be listed on channel scroll and DCTV/CMF websites. CMF may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Studio soundstage use and equipment permanently assigned in studio needs to maintain first priority to Monrovia residents per CMF's current agreements with Monrovia. If a schedule conflict should arise, it will be settled by CMF's Station Manager, but Duarte residents would be notified of the conflict ahead of time and would be allowed reasonable access and times to reschedule studio use in a timely manner. If Duarte public access production demand reaches a level where CMF can't handle studio scheduling, labor, or it becomes a hindrance to Monrovia producers, CMF reserves the right to notify Duarte in writing, that a reasonable limit has been superseded and be able to cap usage of in studio soundstage usage. No cap shall ever be placed on equipment check-out or usage of edit stations. Cap limits shall be determined by ensuring reasonable access for both Monrovia and Duarte even if it means cutting back in studio scheduling or work with Duarte producers.

C. Equipment - Equipment purchased for Duarte will have priority for Duarte residents, and vice versa for Monrovia residents. Residents of both cities can share equipment and resources and CMF staff and volunteers in general can use Duarte equipment for staff needs as long as similar assets are available whenever required by Duarte residents.

D. Equal Access. Provide access to the use of the equipment, facilities and service on a non-discriminatory basis to all members of the public access community for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, first served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete: a) training class(es) provided by CMF; or

b) who receive a certification from CMF, identifying said user as having satisfied training requirements through means other than CMF training classes.

E. Operating Policies and Procedures. Follow reasonable policies, procedures and guidelines for the use and operation of access equipment and facilities, and make such policies, procedures, and guidelines available to the public. CMF shall submit all changes, amendments or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

F. Rules and Regulations. Administer the access facility and equipment in compliance with the Duarte Municipal Code and CMF's adopted Rules and Regulations.

G. Training. Train Duarte residents, business owners, City and school employees in the techniques of video production, and provide technical advice in the execution of productions. Such training shall be held monthly at such times and upon such terms as CMF determines.

H. Programming Coordination. To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, CMF will coordinate with DCTV to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. Should Friday be a City-recognized holiday, DCTV shall update the following week's video programming cablecast on the following business day. CMF and DCTV will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

I. Marketing. Actively promote the use and benefit of the public access production and facility to cable subscribers, the public, access users, and Charter Communications through a variety of methods including but not limited to community networking events, cable scroll, press releases, access programming, website, etc.

J. Complaint Management. Handle public complaints regarding its operations by first accepting a complaint at the station, and forwarding the complaint to the Station Manager for initial attempt at resolution. If the problem cannot be resolved by the Station Manager, it shall be agendized for the next CMF Board meeting for discussion.

K. Indemnification. CMF shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of CMF or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of CMF. CMF shall not be responsible for any damages or liability to the extent caused by the sole negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

L. Copyright Clearance. Before submitting any public access programming for cablecasting or video transmissions, CMF may require all users to agree, in writing, that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation from the foregoing, any and all other persons

as may be necessary to transmit its or their program material over DCTV's authorized channels.

M. Copyright and Ownership. CMF shall own the copyright for any programs that it may choose from time to time to produce. Copyright of programming produced by any other public access user shall be held by the person who produces that program.

N. Storage and Redundancy. In addition to the distribution requirements discussed herein, CMF shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for CMF's content, should CMF's data and/or information storage system be compromised.

O. Records Retention. To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by CMF pursuant to, or in performance of, this Agreement ("Records"), CMF shall comply with the City's document retention policy as to those particular Records. For those Records not specifically addressed by the City's document retention policy, CMF shall maintain a copy of that file for a period of a minimum of two (2) years following the date that CMF last utilized the Record. A copy of the City's applicable document retention policy shall be made available to CMF at its request within a reasonable amount of time.

P. Distribution.

- a) CMF may require that producers of programs using the equipment, facilities or staff of CMF grant to CMF/DCTV a non-exclusive license to cablecast such program on the channel or website operated by CMF/DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes.
- b) CMF may require that programs produced using CMF equipment, facilities or staff be cablecast at least once on channels operated by CMF/DCTV.
- c) CMF may require that programs produced using CMF equipment, facilities or staff not be used for commercial purposes.
- d) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this Agreement, CMF shall display a credit stating "Partial Funding" for the operation of this channel is provided by the City of Duarte."

3. FUNDING

Fiscal Year Funding. City agrees to pay to CMF the amount of \$24,500 per fiscal year in two payments; one on or before October 31 and the other on or before January 31, during the term of this contract, and of any extensions thereto. To request a payment, CMF must submit an invoice to the City's Administrative Services Department a minimum of thirty days in advance for processing.

4. INSURANCE

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

5. MISCELLANEOUS PROVISIONS

A. Non-discrimination in Employment and Service. CMF shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further, CMF shall not discriminate in the delivery of service on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. Independent Contractor. It is understood and agreed that CMF is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and CMF. If in the performance of this Agreement any third persons employed by CMF such person(s) shall be entirely and exclusively under the control, direction and supervision of CMF. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by CMF.

C. Board of Directors Membership. CMF shall actively recruit members of the Duarte community to serve on its Board in accordance with its By-Laws and also designate one seat on their Board to be filled by a Duarte resident or business owner.

D. Assignment or Subletting. Neither this Agreement nor any interest in it shall be assigned or transferred by CMF without the express written consent of the City.

E. Annual Reporting. Prior to September 15th of each year, CMF shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of CMF's Board and their terms;

- Year-end financial statements;
- Any revisions to the by-laws, rules and regulations approved during the prior fiscal year;
- Statistics on programming and/or services provided.

F. Records, Fiscal Audit. CMF shall maintain all necessary books and records in accordance with generally accepted accounting principles and retain all such records for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

G. Annual Plan and Budget. On or before May 15th City shall provide CMF with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. Prior to annual budget workshop, CMF will provide City Council with year to date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

H. Funding from Other Sources. CMF is encouraged, during the course of this Agreement, to pursue supplemental funds from other sources, including but not limited to fundraising.

I. Termination. The City may terminate this Agreement at any prior to the expiration of its term or any extension thereof, with or without cause. Prior to exercising any such termination right, however, the City will provide CMF a public hearing before the City Council, on no less than 60 days' notice, to consider the proposed termination.

J. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

K. Cooperation. Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this Agreement.

L. Governing Law; . The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

M. Attorney's Fees; Litigation Matters. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall CMF be entitled to economic or consequential damages or to punitive damages against City. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on CMF shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

N. Interpretation; Entire Agreement. This Agreement shall be construed in accordance with its fair meaning, and without regard to rules of construction regarding draftsmanship. Both parties acknowledge they have had the opportunity to fully and fairly negotiate its terms, and to have the same reviewed by counsel, and neither party is acting under duress in agreeing to the terms herein. This document is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The document may be amended only by written agreement executed by the parties.

6. NOTICES

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

If to City: City of Duarte
City Manager's Office
1600 Huntington Drive
Duarte, California 91010
Attn: Karen Herrera

If to Consultant: Community Media of the Foothills
Box 227
Monrovia, CA 91017
Attn: Anthony Clegg

7. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

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

B. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party

is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

By _____
Darrell George
City Manager

Date: _____

CONSULTANT

By _____
Anthony Clegg
Foothills Media Network

Date: _____

ATTEST:

MARLA AKANA, CITY CLERK

By: _____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

David Cosgrove
City Attorney

Agenda Memo City Manager's Office

To: Mayor Finlay and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: 6/19/18
Re: **Approval of 2018-19 Service Agreement with Duarte Community Television, Inc. (DCTV) for Governmental and Educational Access Programming in the City of Duarte**

Recommendation: City staff is recommending that the City Council, by motion approve an annual Service Agreement with Duarte Community Television, Inc. (DCTV) in the amount of \$27,605 for Governmental and Educational Access Programming for the City of Duarte, and authorize the City Manager to execute.

Background: During Fiscal year 2017-18, per Council direction, City staff completed the task of executing two agreements with two different local non-profits, one for public access programming production and the other for governmental/educational access programming production and overall programming of the station. As such, Duarte Community Television (DCTV) now exclusively handles governmental and educational access and Community Media of the Foothills (CMF/KGEM) now handle public access programming. The Duarte City Council felt the "hybrid" approach to delivering public, educational and governmental access programming to the community by capitalizing on the strong points associated with both CMF and DCTV was the best and most cost-effective way to deliver the service.

Hybrid Option for Public, Educational and Governmental Access Programming Overview:

- Public Access Services for Duarte Residents would be provided by CMF at KGEM studios in Monrovia, CA at an annual contract cost of - \$24,500
- Educational and Governmental Access would be provided by DCTV at Duarte High School at an annual contract cost of \$27,605

This option also included two, one-time costs for capital Investment at both studios; \$22,000 at CMF/KGEM studios for public access programming equipment and \$45,000 to purchase educational and governmental access programming equipment at Duarte High School.

The agreement with CMF was approved at the first meeting in September of 2017 and both City and CMF staff have been promoting the availability of the service to the community since then. Staff is also working on the finalization of a monthly reporting system that will be utilized by both entities to facilitate the compilation of an annual report that will be submitted at the end of each fiscal year. The types of categories that the report will contain include such data as number of programming hours per month, number of volunteers trained, number of new programs produced, amount of dollars fundraised, etc.

Discussion The agreement with DCTV was approved by the City Council at the first meeting in August of 2017 and the organization has since successfully relocated to Duarte High School, completed its capital purchases with approximately \$3,400 (Note: the group is requesting to use

the remaining funds to rebuild their website) and have recently completed the signal transition process with Charter communications. Tests have since been run showing the channel operational and the ability to transfer programs between the two stations functional.

DCTV Contract Highlights:

In terms of the contract content with DCTV, it would continue to contain the following service elements:

- **Studio Operation** – Weekly: Wednesday and Thursdays – 3:30 pm to 8:30 pm (10 hours per week)
- **Training** - Train Duarte students and, when requested, City/school employees in the techniques of video production, and provide technical advice in the execution of productions;
- **Playback/Cablecast** – Provide for the playback/cablecasting of programs on public access an average of 84 hours per week (Current schedule is 10:00 am to 10:00 pm, seven days per week, on a year-round basis;
- **Provide 24/7 on-demand programming on the web at www.dctvduarte.com;**
- **Record and Produce City Special Events** – Provide as available student/volunteer camera operators and production related support for annual special community events including State of the City, State of the School District, the Route 66 parade and picnic, Mayor's Prayer Breakfast, Concerts in the Park, and annual Tree Lighting Ceremony.

Other key elements of the contract include each group functioning as an independent contractor; thus, being responsible for maintaining all books and records in accordance with generally accepted accounting principles, actively recruiting board of director members for their board, engaging in fundraising, maintaining the equipment, as well as having a \$1,000,000 public liability policy naming the City as additionally insured.

New contract elements are as follows:

- **Recitals** - A new recital strengthening the distinction between the types of programming Duarte Community Television ("DCTV") produces and the types produced by CMF/KGEM consistent with principles set forth in both organization's official By-laws, rules and regulations, and Articles of Incorporation has been included.
- **Storage and Redundancy** - In addition to the distribution requirements, DCTV shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for DCTV content, should DCTV's data and/or information storage system be compromised.
- **Records Retention** - To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by DCTV, they shall comply with the City's

document retention policy. For those records not specifically addressed by the City's document retention policy, DCTV shall maintain a copy of that file for a period of a minimum of two (2) years.

- **Programming Coordination** - To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, DCTV will coordinate with CMF to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. DCTV and CMF will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

Fiscal Impact: During fiscal year 2018-19, the City will make a \$27,605 annual contribution (payable in two installments) to DCTV for government and educational access services. **Note:** The Duarte Unified School District will also continue to subsidize the cost of the DCTV studio and has also purchased four cameras with CTE (Career Tech Ed) funds at a cost of \$12,000. Although the District owns the cameras, they will continue to be primarily used by DCTV.

Attachment: DCTV Agreement 2018-19

**AGREEMENT
BETWEEN CITY OF DUARTE
AND
DUARTE COMMUNITY TELEVISION (DCTV)
FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION**

OFFICE LOCATION

Duarte High School, 1565 Central Ave., Duarte, CA 91010

THIS AGREEMENT BETWEEN CITY OF DUARTE AND DUARTE COMMUNITY TELEVISION (DCTV) FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION ("Agreement") is entered into by and between THE CITY OF DUARTE, a municipal corporation (City") and DUARTE COMMUNITY TELEVISION ("DCTV"), a California nonprofit corporation, as follows:

RECITALS

A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of 1996.

B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the access management entity to provide educational and/or government programming services and programming to the residents of the City.

C. The State has granted one franchise to Charter Communication to operate cable television in the City.

D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channel.

E. DCTV, being the nonprofit access entity which previously provided access management and video services to the City since November, 1991, has indicated its continuing interest in serving the public by providing continued education and government access programming and studio operation services. DCTV has relocated its studio facilities to the campus of Duarte High School, which due to campus security and other requirements of the use of the campus for instructional and educational activities, is not compatible with full public accessibility to the studio facilities by the members of the public.

F. The City and Foothills Media Network ("FMN") have entered into agreement to provide alternate studio facilities and production assistance to the public for programming content to be broadcast on the City's public/government/educational cable channel operated by DCTV, in a manner consistent with principles set forth in FMN's Official By-laws, rules and regulations, and Articles of Incorporation. DCTV may broadcast the public programming content that was

originally produced at the FMN facilities by the public, and as well will create its own original content for governmental and educational purposes for broadcast.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the foregoing Recitals, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the duties and responsibilities of DCTV as follows:

I. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until July 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

II. SERVICES AND PERFORMANCE

DCTV shall perform the following services:

1. Channel Operation. Operate the City's government/educational access cable channel in a manner consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation, with the primary purpose being to administer, coordinate and assist government and educational access, including nondiscriminatory access, and broadcasting such other public access programming as may be consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation.

2. Studio Operation. Manage and staff a video production facility and equipment that shall be available for DUSD and governmental use at such hours and times as determined by DCTV, but not less than 10 hours per week, up to 15 hours per week. Any change in the hours of operation shall be posted twenty four (24) hours in advance of such change and when possible, prior notification will be listed on channel scroll and DCTV website. DCTV may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Initial hours of operation shall be:

- Wednesdays and Thursdays – 3:00 pm to 8:00 pm

3. Equal Access. Provide access to the use of the equipment, facilities, channels and service on a non-discriminatory basis to all members of the educational and government community for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, first served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete: a) training class(es) provided by DCTV; or b) who receive a certification from DCTV, identifying said user as having satisfied training requirements through means other than DCTV training classes.

4. Operating Policies and Procedures. DCTV shall operate the channel in a reasonable manner, and shall ensure that all programming is of acceptable quality prior to airing and/or displaying any programming. To accomplish this goal, DCTV shall follow reasonable policies, procedures and guidelines for the use and operation of access equipment, facilities, and channel(s)

and make such policies, procedures, and guidelines available to the public. DCTV shall submit all changes, amendments or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

5. Rules and Regulations. Administer the access channel(s) and facility in compliance with the Duarte Municipal Code and DCTV's adopted Rules and Regulations.

6. Training. Train Duarte City and school employees in the techniques of video production, and provide technical advice in the execution of productions. Such training shall be held monthly at such times and upon such terms as DCTV determines.

7. Playback/Cablecast. Provide for the playback/cablecasting of programs on the educational and government access channel. DCTV shall cablecast an average of not less than 84 hours per week of local origination, replayed, and outside programming, and shall do so seven days per week, on a year-round basis. Additionally, DCTV shall be required to consult with FMN (or any replacement entity that may be designated by the City in its sole and absolute discretion) on a monthly basis to discuss the playback/cablecasting schedule, inclusion into same of public access programming originating from FMN facilities, and any technical issues that may impact FMN or its duly designated replacement.

8. Website. Provide 24/7 on-demand programming on the web at www.dctvduarte.com.

9. Record and Produce City Special Events. Pending availability of staff and/or volunteers, provide camera operators and production-related support to record and rebroadcast for the City on an as-requested basis, a variety of community events annually. Program requests are not cumulative, vary from year to year, and could include any combination of the following:

- Mayor's Prayer Breakfast
- Concerts in the Park Series
- Annual City Picnic/Parade
- State of the City
- Candidates Forum (when applicable)
- Duarte Boxing Show
- Halloween Howl
- Holiday Tree Lighting Ceremony
- Community Movie Nights
- Veteran's Day Event
- Easter Egg Hunt

10. Marketing. Actively promote the use and benefit of the educational/governmental access channel and facility to cable subscribers, the public, access users, and Charter Communications through a variety of methods including but not limited to community networking

events, cable scroll, press releases, access programming, website and Duarte High School CTE video courses.

11. Complaint Management. Handle public complaints regarding its operations by first accepting a complaint at the station, and forwarding the complaint to the Station Manager for initial attempt at resolution. If the problem cannot be resolved by the Station Manager, it shall be agendized for the next DCTV Board meeting for discussion.

12. Channel Open to Public. DCTV shall keep the access channel(s) open to eligible users in the manner prescribed by FCC regulations, the Act and other laws. Nothing shall prevent the City from producing or sponsoring programming.

13. Indemnification. DCTV shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of DCTV or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of DCTV. DCTV shall not be responsible for any damages or liability to the extent caused by the sole negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

14. Copyright Clearance. Before cablecasting any public, government, or education video transmissions or programming, DCTV may require all users to agree, in writing, that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over DCTV authorized channels.

15. Copyright and Ownership. DCTV shall own the copyright for any programs that it may choose from time to time to produce. Copyright of programming produced by any other governmental or educational user shall be held by the person who produces that program.

16. Distribution.

- a) DCTV may require that producers of programs using the equipment, facilities or staff of DCTV grant to DCTV a non-exclusive license to cablecast such program on the channel or website operated by DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes.
- b) DCTV may require that programs produced using DCTV equipment, facilities or staff be cablecast at least once on channels operated by DCTV.
- c) DCTV may require that programs produced using DCTV equipment, facilities or staff not be used for commercial purposes.
- d) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this MOU, DCTV

shall display a credit stating "Partial Funding" for the operation of this channel is provided by the City of Duarte."

- e) To maintain a high standard of technical quality on the channel, DCTV is responsible to complete a quality check of all programming received from CMF on a weekly basis. DCTV is not responsible for program content of this material.

17. Storage and Redundancy. In addition to the distribution requirements discussed herein, DCTV shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for DCTV's content, should DCTV's data and/or information storage system be compromised.

18. Records Retention. To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by DCTV pursuant to, or in performance of, this Agreement ("Records"), DCTV shall comply with the City's document retention policy as to those particular Records. For those Records not specifically addressed by the City's document retention policy, DCTV shall maintain a copy of that file for a period of a minimum of two (2) years following the date that DCTV last utilized the Record. A copy of the City's applicable document retention policy shall be made available to DCTV at its request within a reasonable amount of time.

19. Programming Coordination. To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, CMF will coordinate with DCTV to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. Should Friday be a City-recognized holiday, DCTV shall update the following week's video programming cablecast on the following business day. CMF and DCTV will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

III. FUNDING .

1. Fiscal Year Funding. City agrees to pay to DCTV the amount of \$27,605 per fiscal year in two payments; one on or before July 31 and the other on or before January 31, during the term of this contract, and of any extensions thereto. To request a payment, DCTV must submit an invoice to the City's Administrative Services Department a minimum of thirty days in advance for processing.

IV. INSURANCE

1. . Without limiting DCTV's indemnification obligations as set forth in this Agreement, the DCTV shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident (if DCTV has owned or leased vehicles), and if

DCTV's employees use personal autos in connection with the performance of work under this Agreement, DCTV shall provide evidence of personal auto liability coverage for each such employee; and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insured'. No work or services under this Agreement shall commence until the DCTV has provided the City with Certificates of Insurance evidencing the above insurance coverage's and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the DCTV shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. DCTV agrees to provide immediate notice to City of any claim or loss against DCTV arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

V. MISCELLANEOUS PROVISIONS

1. Non-discrimination in Employment and Service. DCTV shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further, DCTV shall not discriminate in the delivery of service on the basis of race, color creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

2. Independent Contractor. It is understood and agreed that DCTV is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and DCTV. If in the performance of this Agreement any third persons employed by DCTV such person(s) shall be entirely and exclusively under the control, direction and supervision of DCTV. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by DCTV.

3. Board of Directors Membership. DCTV shall actively recruit members of the public to serve on its seven-member Board in accordance with its By-laws.

4. Assignment or Subletting. Neither this MOU nor any interest in it shall be assigned or transferred by DCTV without the express written consent of the City.

5. Annual Reporting. Prior to September 15th of each year, DCTV shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of DCTV's Board and their terms;
- Year-end financial statements;
- Any revisions to the by-laws, rules and regulations approved during the prior fiscal year;
- Statistics on programming and/or services provided.

6. Records, Fiscal Audit. DCTV shall maintain all necessary books and records in accordance with generally accepted accounting principles and retain all such records for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

7. Annual Plan and Budget. On or before May 15th City shall provide DCTV with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. Prior to annual budget workshop, DCTV will provide City Council with year to date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

8. Funding from Other Sources. DCTV is encouraged, during the course of this Agreement, to pursue supplemental funds from other sources, including but not limited to fundraising.

9. Termination. The City may terminate this Agreement at any prior to the expiration of its term or any extension thereof, with or without cause. Prior to exercising any such termination right, however, the City will provide DCTV a public hearing before the City Council, on no less than 60 days' notice, to consider the proposed termination.

10. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

11. Cooperation. Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this Agreement.

12. Governing Law; . The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

13. Attorney's Fees; Litigation Matters. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall DCTV be entitled to economic or consequential damages or to punitive damages against City. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on DCTV shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

14. Notices. All notices and other communication to be given to either party shall be in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To DCTV:

DCTV Board President
c/o Duarte High School
1565 Central Avenue
Duarte, CA 91010

To City:

Karen Herrera
Deputy City Manager
1600 Huntington Drive
Duarte, CA 91010

Any party may change its address for notice by written notice to the other party at any time. The City shall designate a person who shall act as liaison between the City and DCTV.

15. Interpretation; Entire Agreement. This Agreement shall be construed in accordance with its fair meaning, and without regard to rules of construction regarding draftsmanship. Both parties acknowledge they have had the opportunity to fully and fairly negotiate its terms, and to have the same reviewed by counsel, and neither party is acting under duress in agreeing to the terms herein. This document is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The document may be amended only by written agreement executed by the parties.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement to be effective as of the Effective Date.

Dated: _____

CONTRACTOR:

DUARTE COMMUNITY TELEVISION

By: _____
DCTV Board President

Dated: _____

CITY:

CITY OF DUARTE

By: _____
Darrell J. George, City Manager

ATTEST:

MARLA AKANA, CITY CLERK

By: _____

APPROVED AS TO FORM:

By: _____
David B. Cosgrove, City Attorney

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/20/18

Re: Approval of the Cities of Duarte and Irwindale Plan to Prevent and Combat Homelessness

Recommendation: City Staff is recommending that the Duarte City Council by motion, approve the final Cities of Duarte and Irwindale Plan to Prevent and Combat Homelessness ("Plan").

Background: In July 2017, the County of Los Angeles and United Way Home for Good Funders Collaborative initiated a grant program inviting cities to apply for funding to develop a plan to address homelessness in partnership with Los Angeles County. The Cities of Duarte and Irwindale elected to collaborate and apply for a multi-jurisdictional grant to address shared challenges connected with the encampments along the San Gabriel River and our respective cities. The Cities' Homeless Plan is funded through a \$60,000 grant from the Los Angeles County Homeless Initiative; the City of Irwindale and the City of Duarte have each been awarded \$30,000. The County of Los Angeles Homeless Initiative adopted by the Board of Supervisors and funded through the voter-approved Measure H sales tax is estimated to generate about \$355 million annually to fund homeless services and programs.

The City of Duarte is the lead agency and entered into an agreement with the San Gabriel Valley Council of Governments (SGVCOG) and LeSar Development Consultants (LDC) to assist with plan creation in December 2017. In January 2018, both Cities participated in a kickoff meeting, which included cities throughout the San Gabriel Valley. The Cities also hosted four community input sessions (February 20, February 26, March 27, April 18), stakeholder interviews, and planning conference calls to gather valuable information and identify the goals discussed in the Plan.

Discussion: The attached Plan has been prepared by LDC in collaboration with the Cities, the SGVCOG, and the Los Angeles County Homeless Initiative. The six goals identified in the Plan were presented to the Duarte City Council on May 8, 2018 and to the Irwindale City Council on June 6, 2018. These six goals, along with the requested changes to the action steps outlined in the Plan, are summarized below:

Goal 1: Better Understand the City's Homeless Population and Educate the Community

- No change requested by either City.

Goal 2: Improve Service Coordination Among City and Key Stakeholders

- No change requested by either City.

Goal 3: Explore Short-Term Solutions to Promote Health and Safety of People Experiencing Homelessness

- The following changes were requested by Irwindale:
 - Action 3a: Change to "In collaboration with neighboring cities, explore opportunities to provide bathrooms and laundry at specified times and locations in Duarte for people experiencing homelessness." This action emphasizes providing

services to individuals experiencing homelessness within the communities they identify as home while simultaneously ensuring equitable distribution of services throughout the region.

- Action 3b: “In collaboration with neighboring cities, explore the creation of a Safe Parking Program in Duarte to provide overnight parking and services for individuals and families experiencing homelessness who live in RVs, vans, or cars.” This action emphasizes providing services to individuals experiencing homelessness within the communities they identify as home while simultaneously ensuring equitable distribution of services throughout the region.

Goal 4: Expand Access to Employment

- No change requested by either City.

Goal 5: Increase the Number of Affordable/Homeless Housing Units in the City

- The following changes were requested by Irwindale:
 - Action 5a: Change from “Encourage landlords to rent to current or formerly homeless individuals” to “Explore opportunities to educate landlords about housing navigator programs.” This action emphasizes making information available to landlords so that they can determine whether to work with housing navigators.
 - Action 5c: Change from “Explore opportunities to identify vacant or underutilized public and private land for affordable/supportive housing” to “Explore opportunities to identify vacant or underutilized public and private land in Duarte for affordable/supportive housing.”

Goal 6: Coordinate with Regional Partners

- No change requested by either City.

Staff requests that the Council consider and approve the Plan with the changes to the goals and strategies as outlined.

Next steps for the planning process include the City of Duarte submitting the approved Plan to the County by June 30 and both cities participating in a post-planning regional summit with other San Gabriel Valley cities on August 1. On August 15, the County of Los Angeles Chief Executive Office will submit a recommendation to the Board of Supervisors regarding funding to support homelessness plan implementation.

Fiscal Impact: A preliminary cost analysis conducted as part of the homelessness planning process indicates that the City of Duarte spends an estimated \$260,956 per year from its General Fund to prevent and combat homelessness. The cost analysis indicated that the City of Irwindale’s estimated annual expenditures on homelessness are \$45,368. Data was not available for all City departments, and a more in-depth analysis would be required to capture all annual expenditures on homelessness.

ATTACHMENTS:

Cities of Duarte and Irwindale Plan to Prevent and Combat Homelessness



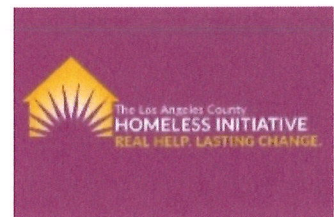
Cities of Duarte and Irwindale Plan to Prevent and Combat Homelessness

(July 2018)

Prepared by:



In collaboration with:



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About the Cities of Duarte and Irwindale Plan to Prevent and Combat Homelessness

In July 2017, the County of Los Angeles and United Way Home for Good Funders Collaborative launched a grant program inviting cities to apply for funding to develop a plan to address homelessness in collaboration with the County and its contractors. Recognizing that the planning process represented an opportunity to address shared challenges associated with encampments along the San Gabriel River and in their business districts, the Cities of Duarte and Irwindale jointly applied for and received funding to develop a multi-jurisdictional homelessness plan.

The Cities entered into agreements with the San Gabriel Valley Council of Governments and LeSar Development Consultants (LDC) to assist with plan creation in December 2017, and in January 2018 participated in a kickoff meeting with cities throughout the San Gabriel Valley.

From February-April 2018, the Cities held a series of community input sessions, stakeholder interviews, and planning calls to gather data and inform goals and strategies that best respond to the Cities' priorities and needs. The planning process also seeks to align local plans with the County of Los Angeles Homeless Initiative adopted by the Board of Supervisors and funded through Measure H. This Plan to Prevent and Combat Homelessness was presented and accepted by the Duarte City Council on June 26, 2018, and by the Irwindale City Council on June 27, 2018:

City of Duarte

- Mayor John Fasana
- Mayor Pro Tem Liz Reilly
- Council Member Samuel Kang
- Council Member Tzeitel Paras-Caracci
- Council Member Margaret Finlay

City of Irwindale

- Mayor Mark A. Breceda
- Mayor Pro Tem Albert F. Ambriz
- Council Member Larry G. Burrola
- Council Member Manuel R. Garcia
- Council Member H. Manuel Ortiz

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Background and Purpose of Homeless Plan

Homelessness in Los Angeles County, which has long been concentrated in Skid Row, downtown, and Hollywood, has increasingly become more visible in cities throughout the County as more people struggle to secure affordable housing, employment, and access to social services. In 2017, the number of people experiencing homelessness in Los Angeles County increased by 23.3% from nearly 47,000 in 2016 to nearly 58,000.¹

Recognizing the impact of homelessness on individuals and communities countywide, in 2017 voters approved Measure H to fund services to prevent and company homelessness. In June 2017, funding allocations were approved by the Los Angeles County Board of Supervisors, which also provided funding for cities such as Duarte and Irwindale to develop local homelessness plans.

The Cities of Duarte and Irwindale are located in Service Planning Area (SPA) 3, a geographic region comprised of cities in the San Gabriel Valley that saw an overall 36% increase in the number of residents experiencing homelessness from 2,612 in 2016 to 3,552 in 2017.² In that same time period, the homeless population in the cities increased from 61 to 83 people (see Figure 1).

While Duarte saw a decrease in its homeless population from 60 in 2016 to 33 in 2017, the decrease was primarily the result of the loss of 37 shelter beds for households with children.³ The 2017 Point-in-Time Count shows that all Duarte's homeless residents are unsheltered with 47% living on the streets, 47% in RVs/campers and vans, and 6% in makeshift shelters.

In contrast, Irwindale saw an increase in its homeless population from 1 person in 2016, the first year the PIT Count was conducted in Irwindale, to 50 in 2017.⁴ Data shows that 26% were living on the streets, 26% in RVs/campers, 22% in cars, 12% in makeshift shelters, and the remaining 14% in vans and tents.

Due to data limitations, the demographics of people experiencing homelessness within the City limits are difficult to determine at the current time; however demographic data is available at the SPA level from the 2017 PIT Count which includes surrounding cities. The following data provides a snapshot of who was experiencing homelessness in SPA 3 in 2017:

- Two-thirds (2,373) were unsheltered and living outside while one-third (1,179) were in some form of temporary shelter accommodations.
- More than three-quarters (76%) were single adults, 18% were families, and 6% were youth and young adults.
- Nearly three-quarters (72%) were male, 28% were female, .4% were transgender, and .2% did not identify with a gender.

¹ Los Angeles Homeless Services Authority. (2017). [2017 Greater Los Angeles Homeless Count Results: Los Angeles County and Continuum of Care](#).

² Los Angeles Homeless Services Authority. (2017). Homeless Count SPA 3 Fact Sheet.

³ Los Angeles Homeless Services Authority. (2017). Homeless County by City/Community.

⁴ Ibid.

Figure 1: Homelessness in the Cities of Duarte and Irwindale

2017 Duarte Homeless Count: 32



Cars
0 / 0%



Makeshift Shelters
2 / 6%



Vans
7 / 22%



Tents
0 / 0%



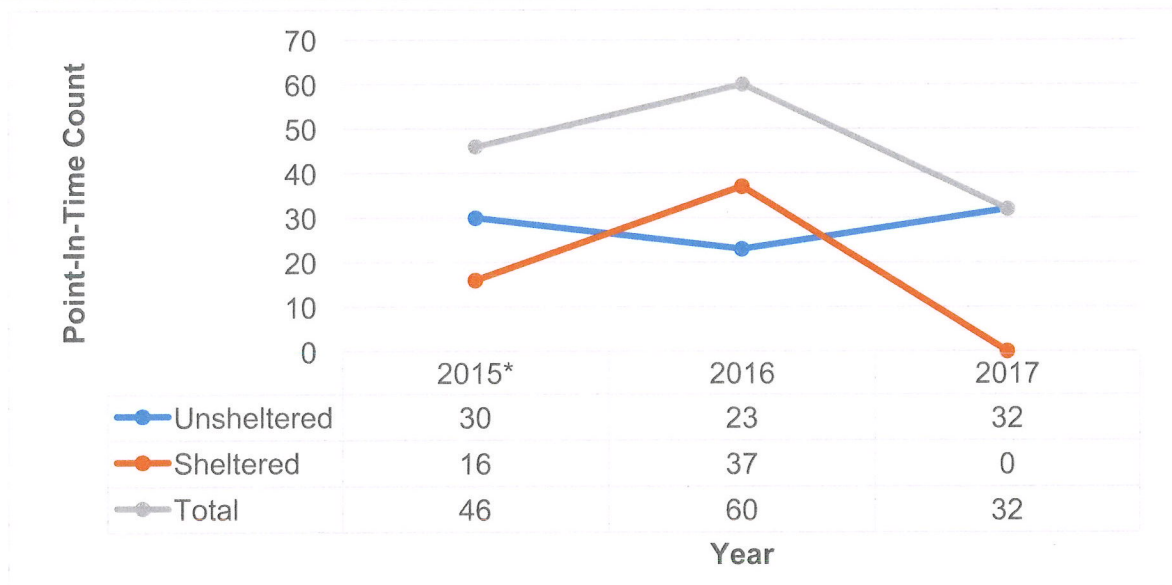
RVs / Campers
8 / 25%



On the Street
15 / 47%

Source: Los Angeles Homeless Services Authority

Duarte Historical Homeless Count (2015-2017)



2017 Irwindale Homeless Count: 50



Cars
11 / 22%



Makeshift Shelters
6 / 12%



Vans
4 / 8%



Tents
3 / 6%



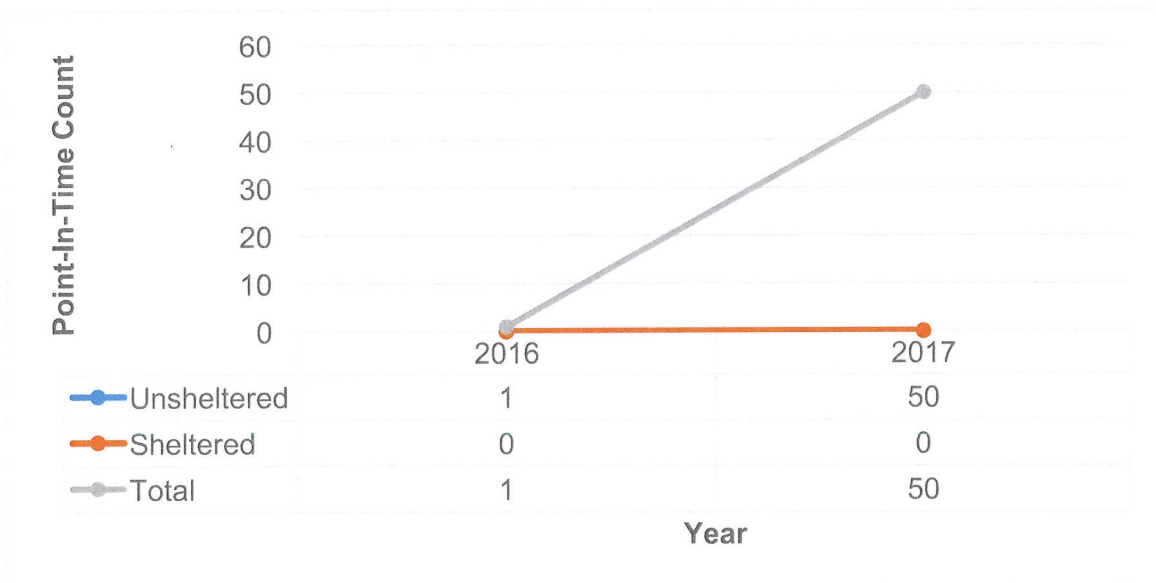
RVs / Campers
13 / 26%



On the Street
13 / 26%

Source: Los Angeles Homeless Services Authority

Irwindale Historical Homeless Count (2016-2017)



- Half (50%) identified as Hispanic/Latino, nearly a quarter (24%) as white, 18% as African American, 5% as American Indian, 2% as Asian, and 1% as other.
- Three-fifths (60%) were between the ages of 25-54, 17% between the ages of 55-61, 7% between the ages of 18-24, and 5% were age 62 and up. Children under the age of 18 make up 11% of SPA 3's homeless population.
- Nearly one-third (30%) were considered chronically homeless, meaning that they have lengthy or repeated histories of homelessness along with a long-term disability such as mental illness, substance use disorder, or a physical health problem.
- 28% had a mental illness, 17% had a substance use disorder, and 2% had HIV/AIDS
- 27% have experienced domestic/intimate partner violence in their lifetime, and 6% were United States Veterans.

In addition to the Homeless Count data and regional demographics, City-level data from the regional Coordinated Entry System (CES) provides an enhanced view of those experiencing homelessness and their challenges as well as needs using responses to the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment and other indicators of a person's overall health and wellbeing.⁵ Specifically, the VI-SPDAT assessment produces an acuity score, which can help identify an appropriate housing intervention for someone experiencing homelessness. In Los Angeles County, individuals experiencing homelessness who fall into the low-acuity scoring range of the assessment (0-3) should be able to find housing on their own, those in the mid-acuity scoring range (4-11) are best served by rapid rehousing programs, and high-acuity individuals (12+) generally need supportive housing.⁶

Other useful indicators in the data set include information about a person's housing history, legal background, physical and mental health, history of substance use, and general demographic information such as age and race. All of these elements are self-reported by the individuals as part of the VI-SPDAT assessment. For the purposes of this Homelessness Plan, all data have been de-identified to protect confidentiality.

Between July 2016 and November 2017, a combined 16 people were assessed in Duarte and Irwindale. In Duarte, 72% of the 12 individuals who were assessed are in the mid-acuity range, compared to 17% in the high-acuity range and 11% in the low-acuity range. Half the people assessed were ages 56 and older with 25% ages 25-40, ages, and 17% ages 41-55, and 8% ages 18-24. Nearly three-fifths (58%) identify as black or African-American, 17% as white, and 8% as Native Hawaiian or Alaskan Islander. For the remaining 17% data was not collected or individuals declined to state their race. With regard to gender, 42% identified as female, 42% as male, 8% as trans female, and for 8% data were not collected.

In Irwindale, 100% of the four people were assessed and found to be in the mid-acuity range. Three-quarters are ages 25-40 with one-quarter ages 41-55, and three-quarters identified as

⁵ The Coordinated Entry System (CES) is a regional database that streamlines housing placement and service provision and prioritizes those who are most vulnerable. This Homeless Plan incorporates data from the adult singles database.

⁶ Los Angeles Homeless Services Authority. (ND). Draft CES Prioritization Policies.

white with one-quarter identifying as African-American. In addition, three-quarters identified as female and one as male.

Other important vulnerability indicators are length of time a person has spent homeless, any existing chronic health conditions, diagnosed mental health issues, and people who have spent one or more nights in a holding cell, jail, or prison within six months of their VI-SPDAT assessment. Repeat ambulance rides, emergency room visits, and in-patient hospitalization also indicate vulnerability, and drive up the cost of care for people who are homeless. Table 1 shows data on these vulnerability indicators for both Duarte and Irwindale.

Table 1. Vulnerability Indicators Reported by Individuals in Duarte and Irwindale with a Completed VI-SPDAT

Vulnerability Indicators	Duarte	Irwindale
Length of Time Homeless		
Less than a year	25%	-
1-2 years	58%	75%
2 years or more	17%	25%
Health Issues		
Chronic Health Issues Related to the Liver, Kidneys, Stomach, Lungs, or Heart	25%	25%
Mental Illness	17%	50%
Substance Use Disorder	8%	25%
Taken Ambulance in Last 6 Months		
No ambulance transport	83%	75%
1-2 times	8%	25%
3-4 times	8%	-
5+ times	-	-
Emergency Department Visits in Last 6 Months		
No emergency department visits	67%	75%
1-2 times	25%	25%
3-4 times	-	-
5+ times	8%	-
Received In-Patient Care 5+ Times in Last 6 Months		
No in-patient hospitalizations	67%	50%
1-2 times	25%	50%
3-4 times	8%	-
5+ times	-	-
Nights in a Holding Cell, Jail, or Prison in Last 6 Months		
No nights	-	-
1-2 nights	83%	75%
3-4 nights	17%	25%
5+ nights	-	-

Data gathered through the PIT Count and CES assessments can also be supplemented with data from the Los Angeles County Office of Education. These data indicate that 277 students in the Duarte Unified School District, which includes some students from unincorporated Duarte and from Irwindale, were considered homeless under the McKinney-Vento Act during the 2016-2017 academic year.^{7, 8} Students in Irwindale are also served by the Covina-Valley Unified School District, which had 966 students who were considered homeless in 2016-2017.^{9, 10} While some of these students may fit the U.S. Housing and Urban Development definition of homelessness used in the PIT Count, the McKinney-Vento Act also includes unaccompanied minors and children and youth who are living in hotels and motels, trailer parks and camping grounds, abandoned buildings, substandard housing, or shared housing due to economic hardship or lack of alternative adequate accommodations.

Finally, City-level data on economic and housing trends serve as good indicators of residents who may be at risk of falling into homelessness. As Figure 2 illustrates, Duarte's median household income is higher than the average across Los Angeles County, whereas Irwindale's is just slightly lower than the County average. Both cities have a lower poverty rate than the County average, with Irwindale's poverty rate being nearly three times below the County average. However, both cities have a higher unemployment rate than the County average, which may signal housing instability. Notably, Irwindale has a high housing vacancy rate than the County as a whole, indicating that the City has underutilized housing stock.

⁷ Los Angeles County Office of Education. (2017). Aggregated LA County Homeless Student Count.

⁸ Federal Register. (2016). McKinney-Vento Education for Homeless Children and Youths Program.

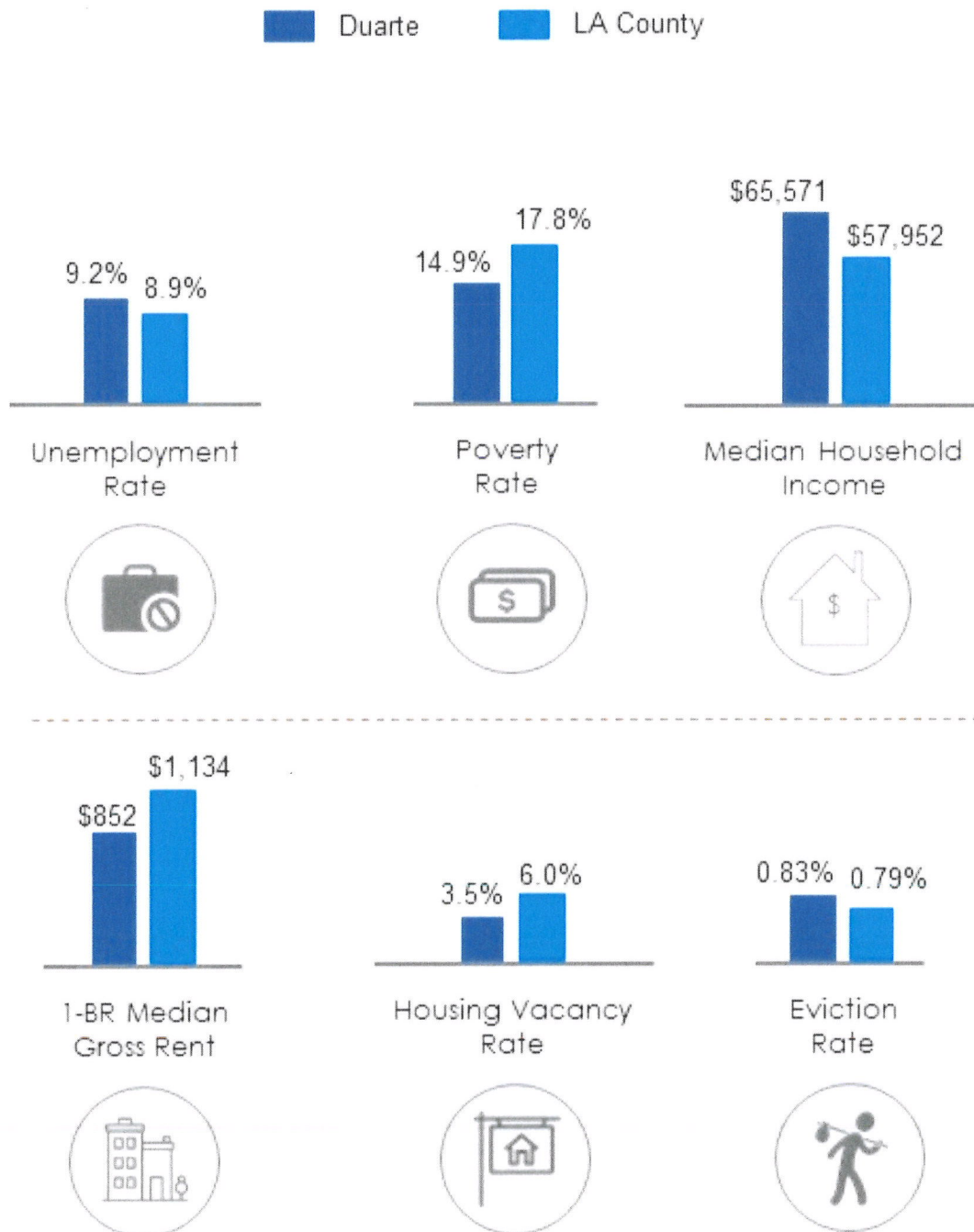
⁹ Los Angeles County Office of Education. (2017). Aggregated LA County Homeless Student Count.

¹⁰ The City of Irwindale has an estimated 480 households with students who attend school in either the Duarte Unified School District or the Covina-Valley Unified School District.

Figure 2: Selected Demographic Statistics

Duarte

2016 Selected Demographic Statistics

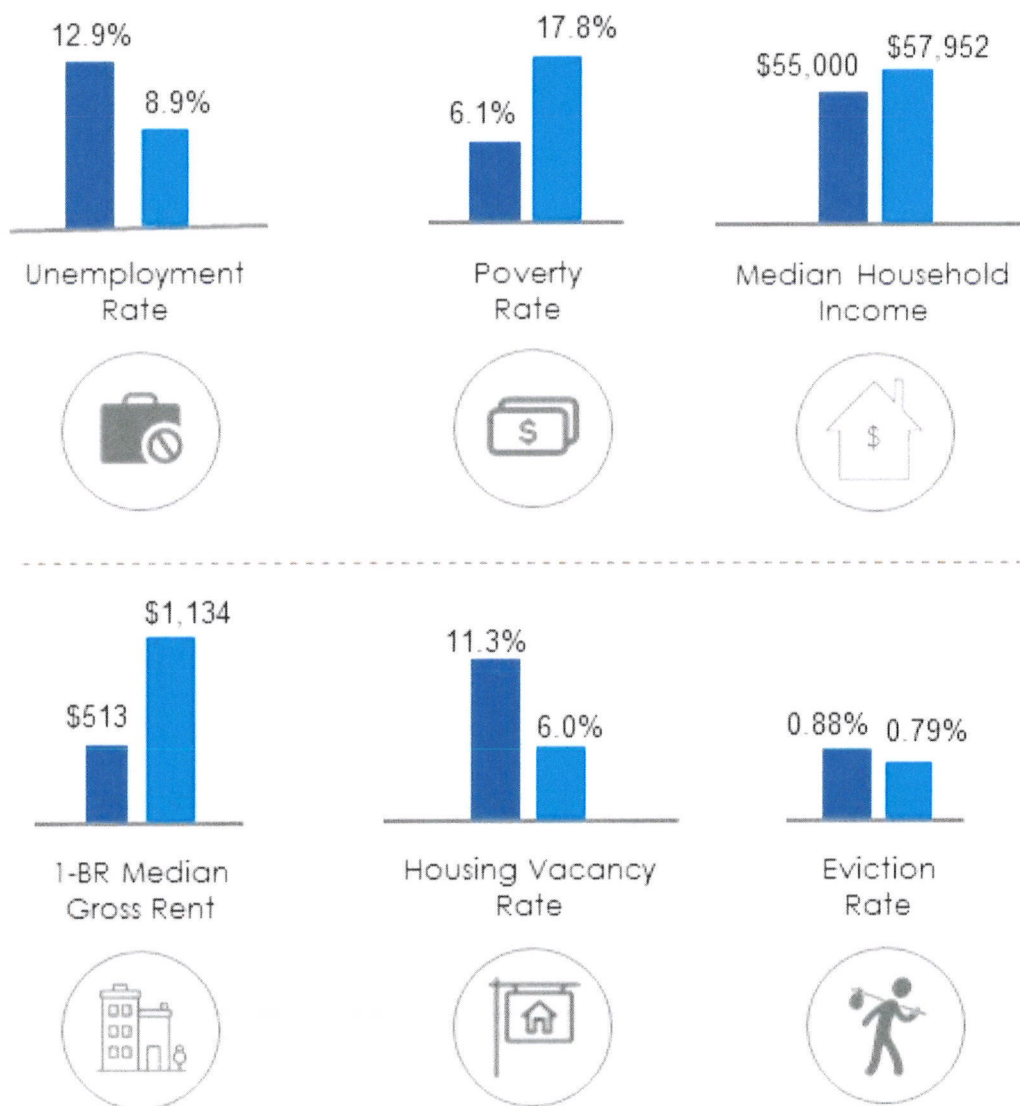


Sources: U.S. Census Bureau (2012-2016 American Community Survey 5-Year Estimates), evictionlab.org

Irwindale

2016 Selected Demographic Statistics

■ Irwindale ■ LA County



Sources: U.S. Census Bureau (2012-2016 American Community Survey 5-Year Estimates), evictionlab.org

Current Efforts to Address Homelessness

The Cities of Duarte and Irwindale have been active members in the housing and homelessness efforts through the San Gabriel Valley Council of Governments (SGVCOG), which resulted in increased funding for affordable housing and a higher level of awareness of homeless services and funding available through Los Angeles County Homeless Initiative and other agencies. Specifically, the Duarte City Council adopted a resolution supporting the County Homeless Initiative, and both cities participated in the Los Angeles Homeless Services Authority homeless count.

With regard to the joint homelessness planning process and its implementation, the Duarte City Manager's office works cooperatively with the Irwindale City Manager's office to guide and implement the homelessness plan and ensure that the goals and strategies are consistent with the County Homeless Initiative and related SGVCOG homelessness efforts and planning activities. Tables 2 and 3 outline the City's current annual funding and activities dedicated to individuals and families experiencing homelessness and those facing housing instability. Estimates provided by City staff, while not a comprehensive review of expenditures, indicate that Duarte spends \$260,956 annually to address homelessness while Irwindale spends \$45,368 annually.

Table 2: Duarte Annual Funding and Activities Related to Homelessness

Activity	Annual Funding	Funding Source	Department or Partner	Activity Description
Oversight	\$3,300	General Fund	City of Duarte City Council	Set City policy direction on homelessness
Administration	\$95,136	General Fund	City of Duarte City Manager's Office and Administrative Services	Oversee implementation of the homelessness plan as directed by City Council and in coordination with the City of Irwindale, as well as general administration
Outreach/Response to Calls for Service	\$148,763	General Fund; Fire Protection District Property Tax	City of Duarte Public Safety Department (Los Angeles County Sheriff & Fire)	Coordinate public safety efforts related to homelessness, including response to calls for service and ensuring that

Activity	Annual Funding	Funding Source	Department or Partner	Activity Description
				ordinances to address homelessness uphold the rights of both sheltered and non-sheltered residents.
Outreach/Impact Mitigation	\$7,338	N/A	City of Duarte Parks and Recreation	Use facilities for outreach meetings and handle impact mitigation at the aquatic, fitness, senior center, and parks, and along local trails
Planning	\$6,419	N/A	City of Duarte Community Development Department Planning Division	Oversees long-range planning and land use, including demographic trends, housing development, and permits and approvals.
Impact Mitigation	Not available		City of Duarte Public Works	Pick up and remove abandoned property and debris
Total Combined Costs	\$260,956			

Table 3: Irwindale Annual Funding and Activities Related to Homelessness

Activity	Annual Funding	Funding Source	Department or Partner	Activity Description
Oversight	Not available		City of Irwindale City Council	Set City policy direction on homelessness
Administration	\$11,814		City of Irwindale City Manager's Office	Oversee implementation of the homelessness

Activity	Annual Funding	Funding Source	Department or Partner	Activity Description
				plan as directed by City Council and in coordination with the City of Duarte
Outreach/Response to Calls for Service	\$33,554		City of Irwindale Police Department	Coordinate public safety efforts related to homelessness, including response to calls for service
Planning	Not available		City of Irwindale Community Development Department Planning Division	Oversees long-range planning and land use, including demographic trends, housing development, and permits and approvals.
Impact Mitigation	Not available		City of Irwindale Public Works	Pick up and remove abandoned property and debris
Total Combined Costs	\$306, 324			

In addition to the activities and resources listed in Tables 2 and 3, the Cities of Duarte and Irwindale and their partners are currently engaged in the following activities to prevent and end homelessness:

- The Irwindale City Council has historically donated to the Citrus Valley Health Foundation to assist with homelessness in the East San Gabriel Valley.
- Cory's Kitchen, which has a branch in Irwindale, is nonprofit providing emergency food distribution to individuals and families, as well as referrals to jobs, continuing education, legal services, clothing distribution sites, and counseling. Cory's Kitchen also helped to gather information on its clients to help the Cities of Duarte and Irwindale gain a better understanding of their homeless population.
- Duarte Unified School District, as well as Covina Unified School District which serves most families in Irwindale, connect students and families experiencing or at-risk of homelessness with resources and referrals.

- Foothill Unity Center, located in Monrovia, helps meet individuals' and families' basic needs through food distribution, case management and crisis assistance, healthcare assessments, homelessness prevention and support services, work experience, and volunteer opportunities.
- The East San Gabriel Valley Coalition for the Homeless provides food distribution and transportation, assists with clothing and hygiene, provides emergency and transitional shelter programs, and refers people experiencing or at-risk of homelessness to housing, jobs, education, and healthcare providers.
- The partner cities have also worked together with the City of Azusa, the Army Corps of Engineers, private industry, and the Los Angeles County Sheriff, Public Works and County Parks and Recreation Departments to coordinate clean-ups along the San Gabriel River Recreation. Union Station Homeless Services has also been a part of these efforts.
- Churches involved in the Duarte Church and Clergy Association works together to address homelessness and other social issues within the community.
- Chap Care provides free medical services to residents

The City also coordinates with surrounding cities and the San Gabriel Valley Council of Governments on regional issues, and refers individuals to the SPA 3 CES, which is supported by Union Station Homeless Services and Hathaway Sycamore Child and Family Services and funded through the Los Angeles Homeless Services Authority (LAHSA).

This three-year homeless plan sets the course for the city to further address the needs of its homeless residents and those who are at risk of homelessness, as well as to participate in regional solutions. Specifically, the plan will coordinate and increase the capacity of existing programs and services, increase and better coordinate outreach and engagement activities, educate and build community support for homelessness best practices, and pursue resources that align with the goals set forth in the plan, including increasing the number of shelter beds and affordable housing units within the city. Additionally, Duarte and Irwindale will work with neighboring cities and regional bodies to develop strategies that will more equitably distribute homeless housing and services across the San Gabriel Valley according to need. These efforts include strengthening existing and forging new partnerships to efficiently deploy resources and maximize impact for those at risk of or experiencing homelessness.

Homeless Plan Process

In July 2017, the County of Los Angeles and United Way Home for Good Funders Collaborative launched a grant program inviting cities to apply for funding to develop a plan to address homelessness in collaboration with the County and its contractors. The Cities of Duarte and Irwindale recognized that the planning process represented an opportunity to address shared challenges associated with encampments along the San Gabriel River and in their business districts and in November 2017 received funding to develop a multi-jurisdictional homelessness plan.

The Cities entered into agreements with the San Gabriel Valley Council of Governments (SGVCOG) and LeSar Development Consultants (LDC) to assist with plan creation in December 2017, and in January 2018 participated in a kickoff meeting with cities throughout the San Gabriel Valley.

On February 20, 2018, LDC along with City staff from both Duarte and Irwindale kicked off a series of five community meetings. These meetings provided an overview of the Measure H Homeless Initiative and City Homelessness Plan development, including the plan's purpose and the process for conducting research and gathering public input from City staff, the business community, residents, and faith-based organizations and nonprofit services providers. All meetings were open to representatives from either community, and included a study session with the Duarte City Council on March 27, 2018. Two additional input sessions—one with service providers and one with the community at large—were held in Duarte on April 18, 2018. Finally, the Duarte City Council held a study session on May 8, 2018, and the Irwindale City Council held a study session on June 6, 2018.

The input received during these meetings was supplemented with information provided by individuals experiencing homelessness through field outreach or nonprofit service providers.

In addition, City staff participated in meetings with the SGVCOG and weekly check-in calls with the consulting team. These meetings and interviews focused on ways to improve the quality of life for all residents, including those experiencing homelessness, and to solicit feedback and develop strategies to respond to the growing homelessness crisis. LDC facilitated the meetings, conducted research, and incorporate the findings into the goals and strategies that best respond to the Cities' priorities and needs and that align with the County of Los Angeles Homeless Initiative adopted by the Board of Supervisors and funded through Measure H.

Goals and Supporting Actions

While the population experiencing homelessness has increased only moderately since 2016, the increased visibility and vulnerability of the population—especially those living unsheltered along the riverbed—prompted the Cities of Duarte and Irwindale to create a three-year plan to guide its local efforts to prevent and combat homelessness.

The following goals and action steps were derived from information gathered during community input meetings, stakeholder interviews, and check-in calls with staff from both cities, as well as research on best practices and emerging opportunities. If a goal is connected to a County Homeless Initiative strategy, that strategy is identified.

Goal #1: Better Understand the City's Homeless Population and Educate the Community

Goal #2: Improve Service Coordination Between the Cities and Key Stakeholders

Goal #3: Develop Short-Term Solutions to Promote Health and Safety

Goal #4: Expand Access to Employment

Goal #5: Increase the Number of Affordable/Homeless Housing Units in the City

Goal #6: Coordinate with Regional Partners on Homelessness Plan Implementation

The Duarte and Irwindale City Managers' offices are responsible for overseeing the goals and actions, reporting progress to City Council, and updating or adding new goals and actions over time at the direction of the City Councils of Duarte and Irwindale. At minimum, the plan will be reviewed annually and the City Managers will report on progress to their respective City Councils.



Goal 1: Better Understand the City's Homeless Population and Educate the Community

Homeless Initiative Strategy Link(s): E7

Action 1a

Develop a mechanism for educating and coordinating City staff and key stakeholders on a regular basis.

- Hire staff to coordinate the City of Duarte's response to homelessness.
- Establish a workgroup and hold quarterly meetings to coordinate efforts with City staff in both cities, as well as with local stakeholders and partners.

Measurement:	Duarte coordinator hired within 3 months; workgroup established within 6 months, 2 workgroup meetings/trainings held in Year 1
Ownership:	City of Duarte Public Safety Department/City Manager's Office City of Irwindale Police Department/City Manager's Office
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy change required
Timeline	3 months-1 year, ongoing

Action 1b

Explore the feasibility of collaborating with local partners to gather data on the scope of the City's homeless population to address their needs.

- Identify partners that already gather data on homelessness/risk of homelessness and determine what data is available on each population. These include school districts, senior centers and senior housing facilities, and disability organizations and regional centers, the Los Angeles County Sheriff's Department, Duarte Code Enforcement, and the Irwindale Police Department among others.
- Invite partners to quarterly workgroup meetings to share data and develop a robust understanding of the population experiencing homelessness and risk of homelessness to inform decision making.

Measurement:	Local partners regularly attend stakeholder meetings; data on homelessness/risk of homelessness shared and reported on to City Council on an annual basis.
Ownership:	City of Duarte Public Safety Department/City Manager's Office City of Irwindale Police Department/City Manager's Office

Leveraged City Resources:	City staff time (dependent on Measure H implementation funding)
Associated Policy Change:	No policy change required
Timeline	3-6 month to convene partners; quarterly meetings; summary report in Year 1

Action 1c

Conduct outreach and education for residents and the business community on their rights, responsibilities, and opportunities to contribute to addressing homelessness.

- Develop a resource and referral page on the Cities' websites with user-friendly information for individuals experiencing or at-risk of homelessness, and share it with residents and members of the business community who regularly interact with people experiencing homelessness via City communications (e.g., newsletter, social media).
- Coordinate and promote trainings with LAHSA, Union Station, the County Sheriff's Department, and other current and prospective partners either locally or in partnership with the San Gabriel Valley Council of Governments.
- Participate in Everyone In Campaign events and share education materials at City meetings.
- Provide regular updates to the respective City Councils on progress with the plan's implementation.

Measurement:	Local resource page on respective websites with referral sources; conduct 2 meetings in Year 1
Ownership:	City of Duarte Public Safety Department/City Manager's Office City of Irwindale Police Department/City Manager's Office
Leveraged City Resources:	City staff time
Associated Policy Changes:	No policy change required
Timeline	Year 1, ongoing



Goal 2: Improve Service Coordination Among City and Key Stakeholders

Homeless Initiative Strategy Link(s): A1, A5, E4, E6, E7

Action 2a

Expand local capacity to link people experiencing or at-risk of homelessness to the crisis response system.

- Disseminate resource and referral information to individuals and households experiencing or at-risk of homelessness, as well as to stakeholders who have frequent contact with the homeless.
- Identify and train City staff (e.g., Police, Public Safety, Community Development, Parks and Recreation, Library) to connect homeless and at-risk populations to outreach teams using the LAHSA web-based portal, as well as to shelters and transit to the shelters.
- Consider assigning the homelessness coordinator to engage departments that interact with homeless individuals and families to participate in regional case conferencing and outreach meetings.
- Consider opting in to fund prevention services by allocating any cost savings realized through implementing the plan or by securing funds (e.g., Measure H) for outreach activities and prevention services to contract directly with local providers or in partnership with neighboring cities.

Measurement:	Completed training on web-based portal; number of staff and providers trained; number of individuals/families referred to services; number of case conferencing/outreach meetings attended
Ownership:	City of Duarte Public Safety Department/City Manager's Staff City of Irwindale Community Services and Housing Departments
Leveraged City Resources:	Staff time to coordinate trainings; space to host meetings
Associated Policy Changes:	No policy change required
Timeline	Year 1, ongoing

Action 2b

Align outreach efforts and encampment protocols with County partners (e.g., Los Angeles County Sheriff's Department Homeless Response Team, Metro Homeless Task Force, LAHSA, Union Station, etc.)

- Provide County Sheriff's Department First Responders Training.
- Review City policies and protocols related to encampments and homelessness and alignment with County policy.

- Revise policies and protocols as needed, and communicate changes to community.
- Routinely report locations of homeless encampments to outreach teams.

Measurement:	City and County protocols and policies aligned; number of first responders trained
Ownership:	City of Duarte Public Safety Department City of Irwindale Police Department
Leveraged City Resources:	Staff time for training, policy and protocol revision
Associated Policy Changes:	Revisions to policies and protocols, as needed
Timeline	6-9 months

Action 2c

Establish faith-based homeless committee to coordinate local and regional services and explore partnerships.

- Explore the potential for participating organizations to become CES sites (see 2a).
- Explore the potential for organizations to serve as safe parking and portable bathroom/laundry sites (see 3b).

Measurement:	Creation of committee, first meeting in Year 1, schedule for Year 2 meetings
Ownership:	City of Duarte City Manager's Office City of Irwindale City Manager's Office
Leveraged City Resources:	City staff time and facilities for meetings
Associated Policy Changes:	No policy change required
Timeline	6-12 months, ongoing

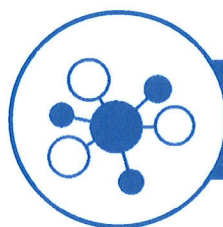
Action 2d

Ensure all homelessness activities funded by the City are connected to CES.

- When contracting for homeless services as individual cities or in conjunction with neighboring cities, explore opportunities to give preference in contracting to service providers that are connected to CES.

Measurement:	Increase in contracted service providers participating in CES
Ownership:	City of Duarte City Manager's Office City of Irwindale City Manager's Office
Leveraged City Resources:	Staff time

Associated Policy Changes:	Establish preference for providers connected to CES
Timeline	6-12 months



Goal 3: Explore Short-Term Solutions to Promote Health and Safety of People Experiencing Homelessness

Homeless Initiative Strategy Link: None

Action 3a

In collaboration with neighboring cities, explore opportunities to provide mobile bathrooms and laundry at specified times and locations in Duarte for people experiencing homelessness.

- Consider program priorities and site criteria.
- Explore working with cities along the Gold Line, including Irwindale, and others in the San Gabriel Valley to ensure that services are available to individuals experiencing homelessness within the communities they identify as home while also ensuring equitable distribution of services throughout the region.
- Assess support and potential sites available through nonprofit or faith-based partners to operate the site.
- Partner with service provider with capacity to conduct CES assessments at the site.
- Identify mobile bathroom/laundry providers (e.g., Shower of Hope, Lava Mae).
- Identify potential funding sources (e.g., County, philanthropy, etc.).
- Develop RFP and contract(s) as appropriate.

Measurement:	Potential sites identified; agreements with organizations developed; RFP developed; proposals received and evaluated.
Ownership:	City of Duarte Community Development & Public Safety Departments City of Irwindale Community Development & Public Safety Departments
Leveraged City Resources:	City staff and consultant time (dependent on Measure H implementation funding)
Associated Policy Changes:	Review zoning code
Timeline	3-6 months

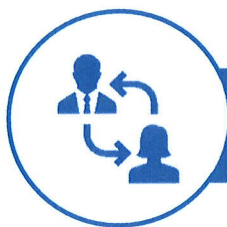
Action 3b

In collaboration with neighboring cities, explore the creation of a Safe Parking Program in Duarte to provide overnight parking and services for individuals and families experiencing homelessness who live in RVs, vans, or cars.

- Identify public or private lots such as church lots that could be used for the program.
- Explore working with neighboring cities, including Irwindale, and others in the San Gabriel Valley to ensure that services are available to individuals experiencing homelessness within the communities they identify as home while also ensuring equitable distribution of services throughout the region.

- Develop program priorities and site criteria.
- Review and revise existing policies related to overnight parking curfews, as needed.
- Identify potential partners with capacity to conduct CES assessment to operate the site.
- Identify potential funding sources through CES and Measure H.
- Develop RFPs and contract(s) as appropriate.

Measurement:	Potential sites and funding sources identified; agreements with organizations developed; RFP developed; proposals received and evaluated.
Ownership:	Cities of Duarte and Irwindale Community Services and Planning Departments
Leveraged City Resources:	Staff time (depending on implementation funding from Measure H).
Associated Policy Changes:	Review zoning code
Timeline	6-9 months



Goal 4: Expand Access to Employment

Homeless Initiative Strategy Link(s): C1, C2

Action 4a

Explore opportunities for the City to hire individuals who are homeless and at-risk of homelessness.

- Evaluate position descriptions for city jobs and contracts. Current policies do not discriminate against the homeless.
- Provide and promote placement opportunities for people who are currently or previously homeless.
- Explore preference in hiring practices.

Measurement:	Revised position descriptions, placement opportunities promoted online and among homeless service providers
Ownership:	City of Duarte & Irwindale Human Resources Departments
Leveraged City Resources:	City staff
Associated Policy Changes:	Review human resources policies, as needed
Timeline	1-2 years

Action 4b

Collaborate with the Chamber of Commerce and local business owners to create employment opportunities and one-on-one mentorships for individuals who are homeless or at risk of homelessness

- Explore the creation of a business tax credit program to incentivize hiring current or formerly homeless individuals.
- Explore the adoption of a social enterprise ordinance that gives preference to bidders who hire current or formerly homeless individuals.
- Strengthen partnership between local businesses interested in hiring people who are currently and formerly homeless and the Foothill Workforce Development Board.

Measurement:	Number of local businesses employing people who are currently, formerly homeless; CalWorks recipients placed into hiring opportunities
Ownership:	City of Duarte City Manager, Economic Development, & Public Safety Departments City of Irwindale Economic Development Department & City Manager's Office

Leveraged City Resources:	City staff time
Associated Policy Changes:	Determine policy changes based on program decisions
Timeline	6 months to establish working group; 1-2 years to determine potential for programs



Goal 5: Increase the Number of Affordable/Homeless Housing Units in the City

Homeless Initiative Strategy Link(s): B3, F7

Action 5a

Explore opportunities to educate local landlords about housing navigator programs

- Make available and distribute information to landlords to participate in the following programs:
 - Homeless Incentive Program (HIP)
 - Housing Authority of the County of Los Angeles
 - Flexible Housing Subsidy Pool/Housing for Health
 - Los Angeles County Department of Health Services and Brilliant Corners
 - Rapid Re-Housing
 - Union Station Homeless Services
- Hold annual/semi-annual landlord engagement workshops to educate landlords about the incentive programs.
- Explore opportunities to tap into federal, state, and local funding to provide landlord incentives (e.g., first month's rent, lease bonus, higher security deposit)

Measurement:	Developed landlord engagement model
Ownership:	City of Duarte Community Development & Public Safety Departments City of Irwindale Housing Department
Leveraged City Resources:	City staff
Associated Policy Changes:	Approval of funding
Timeline	12 months, ongoing

Action 5b

Explore partnering with the County to provide Rapid Re-housing to more households

- Evaluate current expenditures on homelessness and determine the potential to reprogram a portion of the funds for Rapid Re-Housing services with local preference. If cities contribute \$500/month for an individual/family for up to 9 months, the County will fund the remainder and the full cost of support services.

Measurement:	Number of individuals, families placed into housing
Ownership:	Cities of Duarte Community Development & Public Safety Departments City of Irwindale Housing Departments

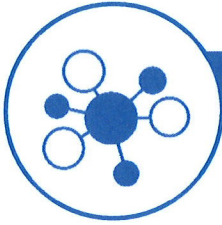
Leveraged City Resources:	TBD, up to \$4,500 per individual or family
Associated Policy Changes:	City Council approval to partner; budget approval
Timeline	Year 1-2

Action 5c

Explore opportunities to identify vacant or underutilized public and private land in Duarte for affordable/supportive housing.

- Establish criteria and protocol for identifying public and private land that might be suitable for housing.
- Expand relationships with nonprofit housing developers.

Measurement:	Criteria and protocol established; meetings with nonprofit housing developers held
Ownership:	Cities of Duarte and Irwindale Planning Departments
Leveraged City Resources:	City staff time
Associated Policy Changes:	Policy to regularly review vacant City-owned land for development
Timeline	Year 2-3



Goal 6: Coordinate with Regional Partners

Homeless Initiative Strategy Link(s): E7

Action 6a

Participate in homeless plan coordination activities with the San Gabriel Valley Council of Governments.

- Collaborate with neighboring cities to engage people experiencing homelessness who use the Metro Gold Line coordination, and on potential workforce development efforts.
- Explore landlord engagement with neighboring cities and regional partners.

Measurement:	Attendance at meetings, city participation in activities
Ownership:	City of Duarte Public Safety Department/City Manager's Office City of Irwindale Police Department/City Manager's Office
Leveraged City Resources:	City staff time
Associated Policy Changes:	No associated policy changes
Timeline	Year 1, ongoing

Action 6b

Coordinate with LAHSA and the County Homeless initiative team.

- Activities include coordinating with LAHSA, CES, and the County on outreach and coordination, for example, conducting outreach at the Santa Fe Dam and near the Gold Line transit center.

Measurement:	Ongoing participation in County Homeless Initiative collaboration opportunities, as identified
Ownership:	City of Duarte Public Safety Department/City Manager's Office City of Irwindale Police Department/City Manager's Office
Leveraged City Resources:	City staff time
Associated Policy Changes:	No associated policy changes
Timeline	Year 1, ongoing

Appendix A: Stakeholder Input Sessions: Summary of Identified Challenges

Staff of City Departments

- People who are homeless have difficulty getting help without an ID or address.
- An estimated 140 homeless youth in the Duarte Unified School District don't fit the PIT Count definition of homelessness and aren't counted.
- Some staff felt that NIMBYism, which has thwarted low-income developments in the past, would prevent the City from approving housing development.

Nonprofit and Faith-based Organizations

- How to communicate with people experiencing homelessness about resources available to them.
- Homelessness is increasing while subsidized/affordable housing is not increasing; the demand for housing is greater than the supply.
- Duarte and Monrovia lack housing services, whereas Pasadena has several options. Nonprofits want to know what's being done to address the discrepancy.

Business Community

- People who are homeless hang out at the nearby bus stops and outside the store, and some blast their music, catcall to passersby, and exhibit other challenging behaviors. Owners report that customers are afraid to come in or, if available, opt for drive-thru or curbside pick-up.
- Several owners said the situation has improved, although they were not sure what changed except for the demolition of a liquor store.
- Some businesses are using different methods to lock their dumpsters so that people cannot rummage through them for trash and spread litter everywhere.
- Some store managers reported issues with petty theft both in the store and on the loading dock, people trying to use EBT cards to purchase liquor, etc., and acknowledge that the police are responsive when necessary. Others note that people who are homeless are also customers.
- At least one manager allows homeless individuals to use the bathroom.
- Most business owners were unaware of available resources and services.

Residents

- The number of people experiencing homelessness is increasing, and residents are concerned about situations when people who are homeless may become violent. Specific locations of concern are along the riverbed, near bus stops, etc.
- Residents are also concerned about trespassing both in business and residential areas.
- Some residents aren't clear about whether people who are homeless want to be housed and what they can do to assist people in getting back on their feet.

People with Lived Experience

- Police push people who are homeless into the riverbed, but police in Monrovia are harsher.
- Some encampments and the riverbed are places where people live a party lifestyle and are a “bad influence,” so many people who are homeless stay away from them.
- The government doesn’t care about people.
- People receive citations for finding safe places to sleep outdoors but don’t have elsewhere to go.

Appendix B: Stakeholder Input Sessions: Summary of Identified Strategies

Nonprofit and Faith-Based Organizations

- We need coordinators in certain areas near the riverbed speaking to people experiencing homelessness and addressing their needs.
- Revisit the ADU law and provide funding for homeowners willing to build and house homeless families. ADU construction/development can be supported by the City by waiving design review fee for these new units.
- More cold weather shelters are needed.
- Cities to conduct a count of the various types of housing available in preparation to match the counted homeless of the city to available housing.
- Make it easier to build affordable housing. Include affordable housing in building projects, and consider using empty and abandoned shipping containers to build homes for homeless individuals.
- Provide services rather than referring people to services in other towns.
- Create a resource list that includes organizations that help people who are homeless, and what services they provide (e.g., food, clothing, etc.).
- Increase access to mental health services for people experiencing homelessness.
- Don't separate families/couples experiencing homelessness or people from their pets.
- Provide smart phones and Free Uber/Lyft rides to services, or TAPP card
- Provide storage for items

Business Community

- There should be resource where people can shower, get job training, etc.
- Engage and support the business community to develop innovative solutions to address various levels of homelessness, including those with physical illness, those who are underemployed, those on parole, and those working toward stable housing.
- Businesses can provide food, lockers, and incentives for people who are homeless to make connections. One bike shop offers bike repairs to people who are homeless in exchange for picking up trash in the riverbed. The also help the homeless fill out and fax the form for mental health services, and serve as a point of contact for family members.

Residents

- Residents are installing alarm systems, hiring patrol services, increasing neighborhood watch, and looking into security gates.
- Provide education so that residents know who to call, where to refer people, and how people be transported to services, and provide education on homelessness to help the community move beyond NIMBYism.
- The City or local organizations should provide access to bathrooms and showers so people can maintain their hygiene. Consider opening public facilities for set hours each day for showers/hygiene (bus to YMCA). Organizations can fund portable showers, toilets, and laundry services and rotate between multiple locations.
- Health services need to more accessible.

- Establish a program that employs people who are homeless to maintain a “healthy” environment on the streets – picking up trash, reporting damaged street signs, graffiti, etc.
- Lobbying to change laws to maintain greater control over issues such as loitering.
- Create a central place in town where people with needs can gather to eat, get personal assistance/counseling

People with Lived Experience

- Many people have been getting food from the dumpsters, but a church has been handing out food at a rest area nearby for the past four months.
- The most helpful supports would be food assistance, a moral boost, and respect.

Appendix C: List of Participating Partners that Provided Input to Plan

City of Duarte

- City Council
- City Manager
- Code Enforcement
- Planning Department
- Public Safety

City of Irwindale

- City Council
- City Manager
- Policy Department

City of Azusa

Cory's Kitchen

East San Gabriel Valley Homeless Coalition

Foothill Unity Center

Foothill Workforce Development Board

Irwindale Chamber of Commerce

Los Angeles County Sheriff's Department

Los Angeles County Library

Los Angeles Homeless Services Authority

New Jerusalem Missionary Baptist Church

New Life Duarte

Santa Anita Family YMCA

Union Station Homeless Services

Appendix D: City Planning Activities Tied to County Homeless Initiative Strategies

	Plan to participate	Currently participating	County Homeless Initiative Strategies
A – Prevent Homelessness	☒	☐	A1. Homeless Prevention for families
	☒	☐	A5. Homeless Prevention for Individuals
B – Subsidize Housing	☒	☐	B3. Partner with Cities to Expand Rapid Rehousing
	☐	☐	B4. Facilitate Utilization of Federal Housing Subsidies
	☐	☐	B6. Family Reunification Housing Subsidies
	☐	☐	B7. Interim/Bridge Housing for those Exiting Institutions
	☐	☐	B8. Housing Choice Vouchers for Permanent Supportive Housing
C – Increase Income	☒	☐	C1. Enhance the CalWORKs Subsidized Employment Program for Homeless Families
	☒	☐	C2. Increase Employment for Homeless Adults by Supporting Social Enterprise
	☐	☐	C4/5/6. Countywide Supplemental Security/Social Security Disability Income and Veterans Benefits Advocacy
	☐	☐	C7. Subsidize Employment for Homeless Adults
D – Provide Case Management & Services	☐	☐	D2. Jail In-Reach
	☐	☐	D5. Support for Homeless Case Managers
	☐	☐	D6. Criminal Record Clearing Project
	☐	☐	D7. Provide Services for Permanent Supportive Housing
E – Create a Coordinated System	☒	☐	E4. First Responders Training
	☐	☐	E5. Decriminalization Policy
	☒	☐	E6. Expand Countywide Outreach System
	☒	☐	E7. Strengthen the Coordinated Entry System (CES)
	☐	☐	E8. Enhance the Emergency Shelter System
	☐	☐	E10. Regional Coordination of Los Angeles County Housing Agencies
	☐	☐	E14. Enhance Services for Transition Age Youth
F – Increase Affordable/ Homeless Housing	☐	☐	F1. Promote Regional SB2 Compliance and Implementation
	☐	☐	F2. Linkage Fee Nexus Study
	☐	☐	F4. Development of Second Dwelling Units Program

	Plan to participate	Currently participating	County Homeless Initiative Strategies
	☐	☐	F5. Incentive Zoning/Value Capture Strategies
	☐	☐	F6. Using Public Land for Homeless Housing
	☒	☐	F7. Preserve and Promote the Development of Affordable Housing for Homeless Families and Individuals
	☐	☐	F7. Housing Innovation Fund (One-time)

MEMORANDUM

TO: Mayor and City Councilmembers

FROM: Darrell J. George, City Manager

DATE: June 21, 2018

SUBJECT: Appointments to fill vacancies on Planning, Traffic Safety, and Public Safety Commissions

At the June 12, 2018, City Council meeting, resignations were received from three City Commissioners. As City Council conducted a number of Commission interviews in late-2017, at the direction of the Council, City staff contacted the five applicants who were interviewed and not appointed, to see if they would be interested in filling one of the vacancies created by the resigning Commissioners. Of the five, two said they would like to be considered for appointment:

- Daniel Yrigoyen
(Order of Commission preference: Public Safety, Traffic Safety, Planning)
- Martin Calderon
(Order of Commission preference: Planning, Public Safety).

Staff also contacted applicants who requested the Planning Commission as their first preference, and were interviewed and appointed to other Commissions. Tina Heany, currently serving on the Public Services Commission, was interested in serving the un-expired term on the Planning Commission. Since the Public Services Commission meets every other month, Tina Heany will be able to serve on both Commissions until the Planning term expiration of December 2019, without disruption to either Commission.

In light of this, staff is recommending that Daniel Yrigoyen be appointed to fill the vacancy on the Traffic Safety Commission, Martin Calderon be appointed to fill the vacancy to the Public Safety Commission, and Tina Heany be appointed to fill the vacancy on the Planning Commission, all with terms expiring December 31, 2019.

To: Mayor and Members of the Duarte City Council
From: Darrell J. George, City Manager
Date: June 26, 2018
Re: Proposed Fireworks Ballot Measure 2018

Recommendation: That the Duarte City Council provide City staff direction on whether to place a proposed measure on the ballot for the November 6, 2018 election that, if approved by the voters, would adopt an ordinance amending Chapter 15.05 of the Duarte Municipal Code to prohibit the sale and discharge of fireworks in the City of Duarte unless they are part of a public display permitted by the Code.

Background: Duarte has a long history with fireworks, dating back to the City's incorporation. Since the City of Duarte's incorporation in 1957, per Ordinance 234, the City has allowed for the sale and discharge of safe and sane fireworks. In 1968, this ordinance became Section 15.05 of Duarte Municipal Code. In the same vein, illegal fireworks have always been banned in the City since incorporation. In fact, currently up to a \$1,000 administrative fine can be issued to a person discharging illegal fireworks within the community.

Roundtable discussions on the topic with non-profit license holders were conducted in 2006 and 2007 to both refine the process, and create a program that financially benefitted as many youth programs as possible. The revised ordinance adopted in September of 2008 added the following new features to the application process:

- Contract from Fireworks Distributor
- Authorization paperwork from property owner allowing the Fireworks sales booth location, including a site map;
- Copy of organization's formation documents;
- Liability Insurance at a minimum of \$1 million dollars from Fireworks Distributor naming the City and its officers as additionally insured;
- Staffing plan/schedule for fireworks booth;
- Operational plan detailing storage of fireworks, security, etc.
- Compliance Plan detailing how the organization plans to comply with the requirements of the Health and Safety Code;
- Profit Plan detailing the youth activities for which the applicant proposes to use net profits. If the applicant received a permit the year before, requirement to include a certification that all net receipts from the prior year have been expended;
- Indemnification clause;
- Waiver discharging any claims against the City due to issuance of the permit;
- Demonstrated familiarity with applicable Health and Safety code sections;
- Recognition that that submission of an application does not guarantee a license permit.
- Increased total number of available licenses to 5

Highlighted below is a table reflecting the reported net amounts from the five license holders' fireworks sales reported in conjunction with the Youth Activity Profit Plan requirement from the period of 2013 – 2017. According to information provided by the license holders, these funds support a wide array of youth programs including scholarships, sports, etc.

NON-PROFIT REVENUE GENERATED					
	2013	2014	2015	2016	2017
Kiwanis	\$8,456	\$7,764	\$8,721	\$9,441	\$6,875
Duarte Ed. Foundation	\$11,296	\$29,605	\$14,803	\$12,848	\$12,748
Duarte High School ASB	\$7,648	\$8,287	\$10,144	\$7,326	\$3,589
LULAC	\$19,674	\$4,479	\$10,628	\$10,784	\$11,024
Duarte Booster Club	<u>\$5,225</u>	<u>\$5,326</u>	<u>\$6,170</u>	<u>\$6,274</u>	<u>\$5,011</u>
TOTAL	\$52,299	\$55,461	\$50,466	\$46,673	\$39,247

Starting in August of 2014, following the July 4th holiday, City Council examined the issue of fireworks and in November 2014, adopted an amendment to Chapter 15.05. Specifically, the amendment changed Section 15.05.012 restricting the discharge of safe and sane fireworks to the 4th of July, only from noon until eleven PM. The amendment also changed Section 15.05.100 (penalties for violation), to add administrative fines up to \$1,000 per violation.

In June of 2016, the City experienced the Fish Fire causing over 5,000 acres of burnt brush and hillsides in the community. The original investigation did not determine what caused the fire, and the Fish Fire does remain an open case. Since that time, Council has continued receiving input from both residents and community members at large concerning the sale and discharge of legal safe and sane fireworks in the City.

At the July 12, 2016 City Council meeting, the Council discussed the current fireworks ordinance and a motion was made to place a measure on the November ballot prohibiting the purchase and discharge of safe and sane fireworks, whereupon the motion died for lack of a second.

At the July 26, 2016 City Council meeting, Councilmember Paras-Caracci expressed a desire to resume discussion about placing a potential fireworks measure on the ballot for the November 2016 election. The City Council voted (4-1, Councilmember Reilly dissenting) to agendize the item for a future special meeting. The special meeting was conducted on August 3, 2016 where two councilmembers (Fasana and Paras Caracci) voted in favor of Resolution 16-19 calling for a special

ballot measure and two councilmembers (Kang and Reilly) voted against the resolution with Finlay being absent. As a result, the resolution failed to carry the majority of the quorum, and no further action was taken by the Council.

Most recently in 2018, Council asked staff to prepare a presentation on the current status of fireworks in the community. Staff presented a PowerPoint in January that focused on the cost of enforcement, the amount of profit community groups were receiving from fireworks sales, how many neighboring cities had banned safe and sane fireworks and how many still allowed the sale, etc. Council provided no further direction to staff on the matter at that time.

At the recent June 12th meeting, a group of eleven residents addressed the council on the negative effects of fireworks, their desire to see the Council allow the public to vote on the matter, and conducting a public fireworks display. Council gave staff direction to put a discussion item on the next agenda for Council to discuss the issue of fireworks, and whether to place a measure on the ballot to amend the City's Municipal Code to ban fireworks sales and use.

Discussion: As envisioned by staff, a proposed ballot measure would amend Chapter 15.05 of the Duarte Municipal Code (the "Fireworks Ordinance") to prohibit the sale and discharge of all fireworks everywhere in the City at all times unless the fireworks are part of a public display permitted pursuant to Section 15.05.090 of the Duarte Municipal Code. The proposed ballot measure would retain the \$1,000 administrative fine for the unpermitted sale or discharge of fireworks (§ 15.05.100(c)(1)), but it would eliminate smaller fines for violations of other parts of the Fireworks Ordinance that would become obsolete if the measure is adopted (§ 15.05.100(c)(2)).

The proposed ballot question could be worded as follows:

Shall the City of Duarte's Fireworks Ordinance (set forth in Chapter 15.05 of the Duarte Municipal Code) be amended to prohibit the sale and discharge of all fireworks everywhere in the City at all times unless the fireworks are part of a public display permitted pursuant to Section 15.05.090 of the Duarte Municipal Code?

If the City Council were to opt to legislate directly on this topic, the action to do so would require the affirmative votes of at least three (3) councilmembers. (See, Government Code section 36936—ordinances and resolutions both require a recorded majority vote of the total membership of the city council.) The Elections Code section authorizing the placement of an ordinance on the ballot, Elections Code section 9222, does not specify voting requirements, but does call for the submission of an issue to the ballot by "ordinance or resolution." Because Government Code section 36936 imposes the same voting requirements on both ordinances and resolutions, three votes would still be required to approve a resolution to place the issue before the voters.

To pass by the electorate, the proposed measure must be approved by a majority of the voters (*i.e.*, 50% +1). The deadline for the Council to take action on whether or not to put the measure on the November 2018 ballot is eighty-eight days before the election (August 10, 2018), thus the resolutions would have to be adopted by City Council no later than the July 24, 2018, meeting.

If the measure is approved, the City's Fireworks Ordinance cannot be amended again without a voter approval. (Elec. Code § 9217.) Whether the measure is approved or is not approved, it cannot be resubmitted to the voters at any kind of special election for at least one year after the measure is voted upon. (Elec. Code § 9218.)

Fiscal Impact: To add a ballot measure to the General Municipal Election for City Councilmembers, the City can anticipate to incur the following costs:

Legal fees	Approximately \$5,000
Election Costs	Approximately \$20,000 (in addition to estimated \$17,000 for City Council elections in five districts)

Additionally, to complete this new Council priority, especially on this tight timeline, the City Manager's Office staff will need to redirect its prioritized work program to accommodate all necessary filings and deadlines in a timely manner.