



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

TUESDAY, JUNE 25, 2024
7:00 PM

5:30 PM - CLOSED SESSION
CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

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

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

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

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

Notice: Duarte City Council meetings are videotaped for later broadcast. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may listen/view the City Council meeting broadcast on the City's website following each meeting. To access the meeting, visit www.accessduarte.com, click on the Agendas & Meetings icon then on the Agendas & Minutes page, click on the City Council Meeting link. City Council meetings are also broadcast daily on Spectrum Cable, Channel 3.

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

5:30 PM CLOSED SESSION - COUNCIL CHAMBERS

1. CALL TO ORDER AND ROLL CALL

A. [City Manager Written Comments](#)

2. ADOPTION OF THE AGENDA

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

4. CLOSED SESSION:

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

CONFERENCE WITH LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54957.6(a). AGENCY NEGOTIATOR: Thai Viet Phan, City Attorney. UNREPRESENTED EMPLOYEE: City Manager Brian Villalobos

5. 6:00 P.M. STUDY SESSION

A. [Interview of Candidates for Vacant Mayor's Youth Council Positions](#)

B. [Discussion of Interviews and Candidates](#)

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

6. CALL TO ORDER AND ROLL CALL

7. PLEDGE TO THE FLAG

8. CITY ATTORNEY CLOSED SESSION REPORT

9. SPECIAL ITEMS

- A. Public Safety Department Update

10. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

11. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

12. CONSENT CALENDAR

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

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

- C. Approval of Minutes - June 11, 2024 Regular Meeting (CC/HA/FA)

Approve the minutes of June 11, 2024.

- D. Approval of Warrants - June 25, 2024 (CC/HA/FA)

Approve the warrants of June 25, 2024.

- E. Receive and File the Monthly Financial Update for April

Receive and File the Monthly Financial Update.

- F. Receive and File the Public Safety Department Update

Receive and File the Public Safety Department Update.

- G. One Year and One Year Option Professional Services Agreement with R3 Consulting Group, Inc. for On-Call SB 1383 Support Services

1.) Approve a one year with an option for an additional year agreement for professional services between the City of Duarte and R3 Consulting Group, Inc. for a not-to-exceed amount of \$53,114 (FY 2024-25 - \$26,100 and FY 2025-26 - \$27,014) to provide On-Call SB 1383 Support Services; and 2.) Authorize the City Manager to execute the agreement.

- H. Amendment No. 1 to the City Manager Employment Agreement

Approve Amendment No. 1 to the City Manager Employment Agreement.

- I. Fiscal Year 2023-2024 Year- End Appropriation Adjustments

Approve the proposed amendments to the annual budget for Fiscal Year 2023-24.

- J. Amendment No. 2 to the Contract Services Agreement for City Attorney Services

Approve Amendment No. 2 to the Contract Services Agreement for City Attorney Services and a fiscal year 2024/25 budget amendment of \$8,000 in account numbers 1015-7690 and

1015-7686.

13. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

14. PUBLIC HEARINGS

- A. [Levy and collection of assessments within the Lighting and Landscape Assessment District - Fiscal Year 2024-25](#)

Adopt Resolution No. 24-07 providing for the annual levy and collection of assessments for Fiscal Year 2024-25 within the Landscape and Lighting District.

15. BUSINESS ITEMS

- A. [Appointments to the 2024/25 Mayor's Youth Council](#)

Appoint all sixteen (16) candidates that applied to serve on the 2024/25 Mayor's Youth Council.

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

1) Award the construction contract for the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, to Trueline Construction & Surfacing, Inc., as the lowest responsive and responsible bidder in the amount of \$116,462, in addition to a ten percent contingency and 2) Approve a total project budget amendment of \$54,109 from the Park Improvements fund.

- C. [Consideration of a Service Agreement with Train Up a Child LLC](#)

(1) Find that waiving the competitive bidding process pursuant to Municipal Code Section 2.36.050(o) shall best serve the City due to the consultant's specialized nature of the programs and services, and (2) Authorize the City Manager to execute a five-year service agreement with Train Up a Child LLC.

- D. [FY 2024/25 - 2026/27 Memorandums of Understanding](#)

Authorize the Mayor to execute the attached Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and a budget amendment of \$340,000 to the FY 2024/25 budget for the first year of the MOU.

- E. [Resolution Establishing the Salary Schedule and Compensation Plan for Unrepresented Regular Employees](#)

Adopt Resolution No. 24-11 rescinding Resolution No. 23-13 and establish a salary schedule and compensation plan for the unrepresented regular employees and approve a budget amendment of \$14,000 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

F. Temporary Services Agreement - Interim Recreation Supervisor

Authorize the City Manager to enter into an agreement for temporary services with Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

G. Adoption of November 5, 2024, General Municipal Election Resolutions

Adopt Resolution No. 24-08 calling for a General Municipal Election to be held on November 5, 2024; Resolution No. 24-09 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 24-10 adopting regulations pertaining to candidate statements.

16. CONTINUATION OF ORAL COMMUNICATIONS

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

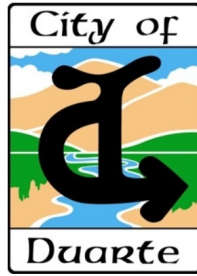
18. ADJOURNMENT

AFFIDAVIT OF POSTING

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

Dated this 19th day of June, 2024

Annette Juarez, MMC
City Clerk



ITEM: 1.A

City Manager Written Comments

Recommended Action:

Attachments:

[1.A CM Comments 6-25-24.pdf](#)



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: June 18, 2024
SUBJECT: Comments on Agenda Items, Meeting of June 25, 2024

ITEM 9.A. (Special Items). Public Safety Department update - Public Safety Director Breceda will provide an update for the council.

ITEM 12.E. (Consent Calendar). The Finance Department has submitted the monthly report for April 2024 for review.

ITEM 12.F. (Consent Calendar). The Public Safety Department has submitted the monthly report for June 2024 for review.

ITEM 12.G. (Consent Calendar). Professional Services Agreement with R3 Consulting Group, Inc - In July of 2022, the City executed a two year agreement with R3 Consulting to ensure compliance with SB 1383. For 2024, CalRecycle's implementation timeline is transitioning from its planning and outreach phase to enforcement phase. Therefore, the City's primary focus is facilitating compliance amongst our tier 1 and tier 2 edible food generators to meet edible food recovery mandates as well as implementing sustainable, long-term solutions to meet its annual procurement mandates. Moreover, R3 will continue to prepare and submit mandated reporting such as the Electronic Annual Report (EAR) on the City's behalf, assist in reviewing Burrtec's annual performance review, and provide recordkeeping assistance via our online portal. The agreement's term is one year and an option for one additional year to provide flexibility to the City, if it finds that R3 Consulting's services are no longer needed to implement SB 1383 programs. The FY 2024-25 budget allocated \$26,100 for SB 1383 implementation support services in the general fund (1825-7687).

ITEM 12.H. (Consent Calendar). Amendment No. 1 to the City Manager Agreement - The City Council and City Manager are currently undergoing an evaluation and negotiations process, and therefore the parties mutually agree to amend the term of the 2023 City of Duarte City Manager Employment Agreement in order to facilitate such discussions in a thoughtful manner. This amendment extends the term of the original agreement to August 30, 2024, rather than June 30, 2024.

ITEM 12.I. (Consent Calendar). Amendments to the Annual Budget for Fiscal Year 2023-24 - At year end, budget adjustments are needed to add appropriations to departments or funds that have exceeded the original appropriation for FY 23-24. If the General Fund or other funds exceeds the budgeted appropriations, a disclosure is made in the financial statements. This report requests Council's approval for budget adjustments to transfer appropriations between funds that have exceeded the current budgeted appropriations, along with explanations for the adjustments. The following funds need to be adjusted: Lighting and Landscape District Fund (Fund 240): Increase appropriations by \$59,000, due to rate increases in electricity costs and additional citywide traffic signal and street lights; AQMD Fund (Fund 320): Increases appropriations by \$26,500, due to the sale of City vehicles and purchase of Enterprise leased vehicles for accounting purposes; Measure M Fund (Fund 475): Increase appropriations by \$150,000 due to FY23-24 Street Rehabilitation project. Budgeted funds will be adjusted to bring all departments and funds within budget; however, the result of the recommended action will have no fiscal impact.

ITEM 12.J. (Consent Calendar). Amendment No. 2 to the City Attorney Agreement - Rutan & Tucker, LLP ("Rutan") has served as the City Attorney's Office for the City of Duarte since April 2004. The City

Council approved four contract amendments before releasing a request for proposal in the summer of 2021. After a six-month process in which the City received numerous responses to its request for proposal and a rigorous interview process, the City Council approved a new agreement, the Contract Services Agreement for City Attorney Services (“Agreement”) with Rutan to serve as the City Attorney’s Office, appointing Thai Viet Phan as City Attorney and Jeffrey T. Melching as Assistant City Attorney in March 2022. The Agreement was amended in June 2023. Following the City Attorney’s annual review on June 11, 2024, the City Council directed the City Manager to oversee an amendment to the City Attorney contract. Amendment No. 2 to the current Agreement includes a 3% cost of living adjustment as provided for in Subsection F of Section 4.0 of the Agreement. Depending on the amount of legal services rendered by the City Attorney’s Office in the fiscal year, Amendment No. 2 to Contract Services Agreement for City Attorney Services is estimated to cost an additional \$8,000 in Fiscal Year 24-25.

ITEM 14.A. (Public Hearings). Levy and collection of assessments within the Lighting and Landscape Assessment District – Fiscal Year 2024-25 - Annually, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District. The Engineer’s Report is attached to this year’s Resolution indicating the amounts of the assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment. There is no change to the Citywide Assessment. In some neighborhood zones, the assessment can increase by the annual increase in the Consumer Price Index (CPI). This year the December 31, 2023 CPI was 3.5%. In the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. The Engineer’s report addresses this issue in detail. The assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code. A few of the neighborhood districts have moved into a consistent deficit and Staff plans to recommend that the City initiate a vote for an assessment increase. In most districts, the assessment does not include a cpi escalator and therefore has never increased and rising utility and maintenance costs have created negative balances. Proposition 218 “the Right to Vote on Taxes Act” requires that residents vote to approve assessment increases.

ITEM 15.A. (Business Items). Mayor’s Youth Council Appointments - In April of 2008, the Mayor’s Youth Council of the City of Duarte was established. The youth council is a leadership development program in which teens in grades 8 through 12 are given an opportunity to advise, recommend, assist, and encourage activities to be undertaken for and with teens in the City. There are sixteen (16) candidates that have applied to serve on the 2024/25 Mayor’s Youth Council.

ITEM 15.B. (Business Items). Award of Contract to Trueline Construction & Surfacing, Inc. - Back in February, the City Council approved the Parks and Recreation Commission’s recommendation for the full conversion of one (1) of the existing tennis courts at Royal Oaks Park to two (2) permanent pickleball courts, installed with lines and nets, and to paint pickleball lines on the remaining tennis court side to allow it to be used as both a tennis court and pickleball courts. On May 13, 2024, the City published an invitation to bid on the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, 24-10, in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On June 5, 2024, the City received two (2) bids for the subject project. The bids were reviewed for responsiveness to the bid specification requirements. The lowest responsive and responsible bidder is Trueline Construction & Surfacing, Inc., in the amount of \$116,462, in addition to a ten percent contingency.

ITEM 15.C. (Business Items). Professional Services Agreement with Train Up Child LLC - In 1989, the City of Duarte entered into an agreement with the Los Angeles County Probation Department to establish the Gang Alternative and Prevention Program (GAPP). This program hired a full-time Deputy Probation Officer responsible for working within the Duarte Unified School District, targeting at-risk youth with

prevention and intervention services aimed at reducing truancy and other serious behavioral issues. The program has been ongoing since its inception and was run by Deputy Probation Officer (DPO) Ray Abernathy. Ray retired from the Probation Department in early 2024 and created Train Up Child LLC. The City did not renew its agreement with the Probation Department for the fiscal year 2024-25 but staff is recommending contracting with Train Up a Child LLC to run the Public Safety Office youth prevention program. The City of Duarte will have more control over data obtained, direct consultation with staff, and serve a larger youth population. The probation department previously limited the time spent on cases and the number of youth served (it was always a 50% contract in which we paid for 50% of the cost and received only 50% of the DPO's time). The new service agreement will set a minimum number of youth to be served and we will receive 100% of Ray Abernathy's time. Additionally, staff has collaborated with the consultant to develop a comprehensive list of services and enhancements for our at-risk youth population. The Professional Services Agreement with Train Up a Child LLC, including additional programming costs, has been included in the FY 24/25 Budget. By replacing the LA County Probation Department's GAPP contract with the Train Up a Child LLC service agreement and other programming costs, staff is projecting savings of \$400 in the first year, \$12,600 in the second year, \$9,600 in the third year, \$7,600 in the fourth year, and \$4,600 in the fifth year, totaling \$34,800 over the 5-year contract term.

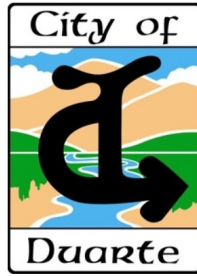
ITEM 15.D. (Business Items). Memorandum of Understanding with SEIU Local 721 Management and Professional Employees and General Employees - The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City's current Memorandums of Understanding ("MOUs") with these two bargaining units ends June 30, 2024. The representatives of the two bargaining units submitted a joint proposal in March 2024. The City Manager, Assistant City Manager and a labor attorney analyzed the proposal, met with the City Council and presented a counter proposal to the bargaining units. After several meetings with both the bargaining units and City Council, a tentative agreement was reached, and the Union members voted to ratify the terms of the tentative agreement on June 11, 2024. Now the final drafts of the MOU are being presented to the City Council and are available to the public for review. The key elements of the tentative agreement are as follows: the term of each MOU is to be three years; a base salary increase of 6 percent in 2024/25, 2 percent in 2025/26 and 1 percent in 2026/27; language that explains that the City will contribute 100% of the current Blue Shield Access healthcare rate in 2024/25 and not more than a 5% increase annually in 2025/26 and 2026/27; language that explains that the City will contribute 100 % of the current premiums for dental and vision insurance in 2024/25 and not more than a 5% increase annually in 2025/26 and 2026/27; increasing standby pay to \$325 per week; increasing tuition reimbursement to \$3,500 per year for full time employees and \$2,625 for ¾ time employees; increasing bilingual pay to \$150 per month; matching up to \$100 per month for employees contributing to deferred compensation; and the addition of one more paid floating holiday. Estimated expenditures, related to all compensation changes, are approximately \$1.2 million over a three year term, FY 2024/25 - 2026/27.

ITEM 15.E. (Business Items). Resolution No. 24-11 - Establishing a Salary Schedule and Compensation Plan for the Unrepresented Regular Employee Assistant City Manager - Unrepresented Employees are bound by the policies established by the City's Personnel Rules and Regulations and a Compensation Resolution, which is typically adopted by the Council on an annual basis in June for the upcoming fiscal year. The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and are not already a part of the existing Personnel Rules & Regulations. Please note that the Memorandum of Understanding ("MOUs") for the Management and Professional and the General Units of represented employees does not apply to unrepresented employees. As a result, the City Council must approve compensation for unrepresented regular positions on an annual basis. This year's compensation plan includes a 6 percent base salary increase, a contribution to healthcare up to the Blue Shield plus rate and a deferred compensation

match of up to \$100 per month. This is consistent with the terms of the MOUs negotiated with the represented employees.

ITEM 15.F. (Business Items). Limited Term Employee Contract - The former Recreation Supervisor of the Duarte Senior Center tendered their resignation effective June 5, 2024. While the recruitment process to permanently fill the vacated position is underway, the Director of Parks & Recreation has determined it is necessary to hire temporary services to support the Department and Center through the summer months, its busiest time of the year, to ensure the facility's programming and services are adequately organized and supervised during this transitional period. Peggy Diamond, a retired annuitant, worked for the City of Duarte for 37 years. For 29 of those years, Mrs. Diamond served in the capacity of Recreation Supervisor for the Duarte Senior Center. Mrs. Diamond, retired in 2021 in good standing. The California Public Employee Retirement System (CalPERS) provides for the governing body to make an interim appointment of a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year and the compensation paid is within the salary range of the vacant position. If approved, Mrs. Diamond will begin July 1st, generally from 8am to 4pm Monday through Friday, and on weekends and evenings, as needed, according to the Department's needs. The agreement provides for up to 520 hours of work at \$45.40 per hour, which is within the existing Recreation Supervisor salary range. No other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate will be received.

ITEM 15.G. (Business Items). Resolution No.'s 24-08, 24-09, & 24-10 - In preparation for the November 5, 2024 General Municipal Election to fill Duarte City Council seats representing District 2, District 3, and District 7 for four-year terms, and for the purpose of submitting to the voters the question of whether the City Council shall be authorized to adopt an Ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts (Resolution No. 24-08), it is necessary to adopt resolutions initiating the process and requesting election services from the Los Angeles County Registrar Recorder/County Clerk, requesting that the Los Angeles County Board of Supervisors consolidate the City of Duarte's General Municipal Election with the Statewide General Elections (Resolution No. 24-09), and set regulations pertaining to candidate statements (Resolution No. 24-10). In addition to calling for an election of Councilmembers for three City Council districts and to place a ballot measure relating to cannabis retail sales and tax, Resolution 24-08 also directs the City Attorney to prepare an impartial analysis of the ballot measure and authorizes the City Council to select up to three Councilmembers to prepare a ballot argument for or against the measure.



ITEM: 12.C

Approval of Minutes - June 11, 2024 Regular Meeting (CC/HA/FA)

Recommended Action:

Approve the minutes of June 11, 2024.

Attachments:

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

CITY OF DUARTE

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

**TUESDAY, JUNE 11, 2024
5:30 PM – Closed Session
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Truong called the meeting to order at 5:33 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Schulz, Martin del Campo, Garcia, Truong
Councilmembers Absent: None
Staff Present: Brian Villalobos, City Manager
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Annette Juarez, City Clerk

2. ADOPTION OF THE AGENDA

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

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

3. PUBLIC COMMENT – CLOSED SESSION ITEMS

None.

4. CLOSED SESSION

The City Council recessed into closed session at 5:54 p.m. to discuss the following:

CONFERENCE WITH LEGAL COUNSEL AND LABOR NEGOTIATOR - The Closed Session is authorized by the Government Code Sec. 54957.6.

AGENCY NEGOTIATOR: Kristen Petersen, Assistant City Manager and Director of Administrative Services; Sheila Delshad, Burke Williams & Sorensen, LLP, Outside Legal Counsel.

EMPLOYEE ORGANIZATION: SEIU Local 721 Management and Professional Employees and General Employee Units.

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

REGULAR SESSION

5. CALL TO ORDER

Mayor Truong called the open session to order at 7:16 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Schulz, Martin Del Campo, Garcia, Truong
Councilmembers Absent: None
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney

Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Larry Breceda, Director of Public Safety Services
Manuel Enriquez, Director of Parks and Recreation
Annette Juarez, City Clerk
Angela Chiaromonte, Financial Services Manager
Andres Rangel, Assistant to the City Manager
Albert Nunez, Management Aide
Frances Jimenez, Deputy City Clerk

6. PLEDGE TO THE FLAG

The flag salute was led by Ernest Jones Jr.

7. CITY ATTORNEY CLOSED SESSION REPORT

City Attorney Phan announced that no reportable action was taken.

8. SPECIAL ITEMS

A. Recognition - Ernest Jones Jr.

Mayor Truong presented a certificate of recognition to Ernest Jones. Councilmember Lewis shared a few memories of Ernest Jones' leadership and expressed gratitude for his impact on the youth of Duarte.

B. National Mosquito Awareness Week Proclamation

Mayor Truong presented a proclamation proclaiming the week of June 16-June 22 as National Mosquito Awareness Week in the City of Duarte to Anais Medina Diaz, Director of Communication of the San Gabriel Valley Mosquito and Vector Control District.

C. Community Development Department Update

Director of Community Development Hensley reported on upcoming development projects; provided the status on ongoing projects; and gave a timeline on various projects per the city council's request.

D. Parks and Recreation Department Update

Director of Parks and Recreation Enriquez announced upcoming events; highlighted the beginning of summer classes; provided a timeline for the Beardslee Restroom Replacement Project; and invited residents to attend the 3rd of July celebration.

9. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

*Councilmember Kang left the meeting at 7:43 p.m.

City Clerk Juarez announced upcoming city events.

Assistant Chief Cabrera from the LA County Fire department commended the city of Duarte for considering the safety of residents when it comes to firework usage, and thanked the City Council for considering the Law Enforcement agreement with the Sheriff's Department as they work closely with and support that department. In response to questions posed by the City Council Chief Cabrera shared the data of firework use in the past few years.

Mayor Truong shared the success of the Duarte team at the recent Third Annual City vs. City Charity Bowling Event.

10. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

City Clerk Juarez shared that an emailed public comment from Lindsey Steed regarding the Pathway Home Program was received and was forwarded to the City Council.

Jay Burger shared his opinion on the need to allow four dogs in a household in Duarte and expressed support for the addition of solar lights at the Donald and Bernice Watson Recreation Trail.

11. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA).
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – May 28, 2024 Special Meeting and May 28, 2024 Regular Meeting. (CC/HA/FA)
- D. Approval of Warrants – June 11, 2024. (CC/HA/FA)
- E. Receive and file the Community Development Department Update.
- F. Receive and file the Parks and Recreation Department Update.
- G. Approval of a Professional Services Agreement with Lynne Dwyer Landscape Architect was approved in the amount of \$26,000 for design services of the parking lot and trailhead for the Fish Canyon Falls Restoration Planning Project was approved.
- H. Approval of a Professional Services Agreement with Lee & Associates for real estate advisory services for Fiscal Year 2024-2025 in an amount not to exceed \$80,000
- I. Approval of City Council Expense Reimbursement

Director of Parks and Recreation Enriquez provided a status update on the Fish Canyon Falls Restoration Planning Project.

Moved by Councilmember Finlay, seconded by Councilmember Martin del Campo, and carried by the following vote of the Council to approve Items 11A-11I of the Consent Calendar.

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

12. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

13. PUBLIC HEARINGS

None.

14. BUSINESS ITEMS

A. Fiscal Year 2024/25 Budget Highlights

Assistant City Manager/Director of Administrative Services Petersen and Financial Service Manager Chiaromonte gave an overview of the budget and capital improvement plan. Details were provided on the projected general fund revenues, projected general funds expenses, projected other funds, and changes made to the Capital Improvement Plan.

Per questions posed by the City Council, City Manager Villalobos clarified the process of partnering with the Duarte Unified School District for the traffic signal project at Buena Vista Street and Kellwil Way.

Assistant City Manager Petersen responded to questions made by the City Council regarding funding sources for various projects; detailed the specifications for the Teen Center improvement projects; and gave possible timelines of projects along with their corresponding budget breakdown.

Moved by Councilmember Finlay, seconded by Councilmember Lewis, and carried by the following vote of the Council to approve the 2024/25 Budget and Capital Improvement Plan.

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

B. Adopt Resolution No. 24-06 of the City Council of the City of Duarte Approving a Five-Year Municipal Law Enforcement Services Agreement (MLESA) with the County of Los Angeles for Public Services Provided by the Los Angeles County Sheriff's Department and Authorizing the City Manager to Procure Services of the Los Angeles County Sheriff's Department Up to an Amount Authorized in the City's Operating Budget for the Period of July 1, 2024 through June 30, 2029

City Manager Villalobos highlighted changes that were made to the agreement in comparison to past years' agreements and shared the main takeaway of the negotiation process.

The City Council praised City Manager Villalobos for his work.

City Manager Villalobos commended City Manager Cook from Temple City and San Dimas City Manager Constantin for their hard work and efforts.

Moved by Councilmember Finlay, seconded by Mayor Pro Tem Garcia, and carried by the following vote of the Council to adopt Resolution No. 24-06 approving the 5-Year Agreement with the County of Los Angeles for the period of July 1, 2024, through June 30, 2029, and Authorize the Mayor to execute the 5-Year Agreement on behalf of the City.

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

C. Cannabis Retail Dispensaries and Tax Ballot Measure

City Attorney Phan presented to the City Council a report on two options for discussion regarding a potential cannabis ballot measure.

Public Comment:

Damian Martin spoke in support of staff's recommendation and gave a possible timeline of opening a cannabis dispensary if so decided by the voters and the City Council.

Steve Hernandez expressed satisfaction with the item and withdrew his public comment card.

Per questions posed by the City Council, City Attorney Phan provided clarification on the ballot measure options, the differing language and its corresponding meaning as well as the process that would result from each option.

Discussion ensued regarding the benefit of sales tax revenue, possible future election years the measure can be placed on, and the logistics of the possible implementation of both options presented by City Attorney Phan.

Councilmember Schulz moved to approve option 1 of the ballot question options which states "Shall the City Council of the City of Duarte be authorized to adopt an ordinance to permit no

more than two storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts” and place it on the November 2024 General Election ballot; Councilmember Martin del Campo seconded the motion.

Councilmember Finlay made a substitute motion for moving option one to the 2025 election which states “Shall the City Council of the City of Duarte be authorized to adopt an ordinance to permit no more than two storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts in a 2025 election”; Councilmember Lewis seconded the motion. The substitute motion failed by the following Roll Call vote:

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

Motion does not pass.

The original motion to proceed with option 1 language of the ballot question options for the 2024 election carried by the following Roll Call vote:

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

Motion passes.

Staff was directed to bring back a resolution at the next council meeting which states, “Shall the City Council of the City of Duarte be authorized to adopt an ordinance to permit no more than two storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts.”

15. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Assistant City Manager Petersen reminded the City Council to turn in any reimbursement forms due to the upcoming close of the fiscal year.

City Manager Villalobos thanked Assistant City Manager Petersen, Financial Services Manager Chiaromonte, and the entire finance department for their work on preparing the budget.

Councilmember Martin Del Campo reported she attended the Metro Foothill Goldline Extension meeting and shared the great networking opportunities between cities that occurred at the Annual Bowling Charity Event.

Councilmember Schulz thanked Assistant City Manager Petersen and Financial Services Manager Chiaromonte for their tremendous work on the budget; commended Assistant City Manager Petersen for assistance with labor union negotiations; and reported she attended the County Oversight Committee for Measure H.

Councilmember Finlay stated her experience touring the Pathway Home Program and the surrounding area; congratulated the City of Monrovia for winning the All America City Award; shared resident Lois Gaston’s praise of the 2024 State of the City; asked for updates on a few developments; and commented on the recent Scholarship Breakfast.

Councilmember Lewis thanked staff for presenting Coach Jones a certificate of recognition; thanked former Mayor of Sacramento Kevin Johnson for sponsoring his 3rd of July table, wished

Councilmember Finlay and his friend Ashely Anne a belated happy birthday as well as the other birthdays in June.

Mayor Pro Tem Garcia recognized Mrs. Browner in the audience and expressed appreciation for Mr. Jones; and asked for information regarding public safety calls in the area surrounding the Pathway Home Program location.

Discussion ensued between Director of Public Safety Breceda and the City Council regarding loitering.

Mayor Pro Tem Garcia wished Councilmember Finlay and his sister a happy birthday and wished everyone a Happy Father's Day.

Mayor Truong reported he attended the SGVCOG Energy, Environment and Natural Resources meeting; urged residents to be aware of their insurance bills; shared the water board will dissolve into the EENR committee; reiterated Duarte's win at the annual bowling charity event; and shared appreciation for his colleagues on council.

17. ADJOURNMENT

At 9:15 p.m., the City Council adjourned the meeting.

Vinh Truong, Mayor

Annette Juarez, City Clerk



ITEM: 12.D

Approval of Warrants - June 25, 2024 (CC/HA/FA)

Recommended Action:

Approve the warrants of June 25, 2024.

Attachments:

[12.D - CC Register by Account 6-25-2024.pdf](#)

[12.D - CC Register by Vendor 6-25-24.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7758	CARLOS FELIPE PEREZ	July 3rd Fireworks Show DJ	219864		850.00
100-1815-7630	THE TECHNOLOGY DEPOT INC	Ruckus Network Project- Installment 2 & 3	4610		20,044.00
100-1605-7733	RODOLFO CARDENAS	Monthly Dance DJ	219840		175.00
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC 3 on 3 Basketball T-Shirts	219848		68.37
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing T-Shirts	219848		585.43
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC CHYLL Bags	219848		110.25
100-1605-7730	JOE ANDREW CUIEL PERZAB...	2024 Dive In Movie 6/28/2024	219866		1,118.40
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	BD24-1562		65.46
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	BD24-1562		158.54
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	BD24-1562		26.66
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	BD24-1562		220.35
100-1205-7636	UNIFORM HEADQUARTERS	CSO Almaguer Uniforms	4615		464.15
100-1605-7735	CAPITAL ONE	TC Summer Kickoff BBQ Supplies	BD24-1562		223.87
100-1605-7740	SMART & FINAL	Summer Day Camps Workshop	4605		83.19
100-1205-7636	UNIFORM HEADQUARTERS	PCO Spicer Uniforms	4615		492.49
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Monitoring Certificate	4608		635.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/2/2024	4608		160.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	4604		1,205.07
100-1010-7980	SMART & FINAL	Youth @ Work Ice Crea...	4605		15.49
100-1605-7980	SMART & FINAL	Youth @ Work Ice Crea...	4605		15.49
100-1605-7730	SWANK MOTION PICTURES INC	2024 Dive In Movie 6/28/24	4609		415.00
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing T-Shirts	219848		220.50
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	4605		259.51
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 4/23/24 - 5/22/24	219839		27.01
100-1605-7733	SMART & FINAL	Senior Ctr Monthly Dance Refreshments	4605		62.96
100-1010-7614	STAPLES ADVANTAGE	Certificate Holders/Pens	4607		100.99
100-1010-7980	CITY OF WHITTIER	Zero Bail Working Group	219844		1,617.81
100-1605-7756	GREGORY MENA	Instructor Fee-Senior Yoga 3/4/2024 - 5/23/2024	4595		352.80
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 4/27/24 - 5/26/24	219839		48.90
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Duarte Boxing Polos	219848		253.58
100-1410-7650	RUSH TRUCK CENTERS OF CAL...	Aerial Lift Truck Repair	4601		3,882.32
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animals Disposal 5/2024	4596		225.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 5/12/24 - 5/25/24	4581		6,992.73
100-1605-7733	STAPLES ADVANTAGE	SC Copier Paper	4607		113.54
100-1605-7745	SMART & FINAL	TC Boxing Golf Tournament Supplies	4605		89.98
100-1750	DAVID CENICEROS	Summer Concerts in the Park Band	219842		2,500.00
100-1605-7745	SHAFFER AWARDS	TC Golf Tournament Awards	219872		334.28
100-1605-7736	SMART & FINAL	Instructor Recital Gift Cards	4605		40.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/29/2024	4608		160.00

Council Warrant Register By Account

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 4/21/24-5/18/24	4592	202312/1010-7965-Prof. Svcs...	24,336.88
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 5/2024	4593		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 5/2024	4593		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 5/2024	4593		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 5/2024	4593		3,426.72
100-1205-7650	10-8 RETROFIT INC	Vehicle 35 Lights	4578		1,052.44
100-1610-7652	PRONTO GYM SERVICES INC	FC Gym Equipment Service/Repair	219867		490.00
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 5/2024	219836	202421-Prof Svcs-FC Pool Deck..	89,928.00
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control Srvcs 5/2024	4619		793.76
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 5/2024	4606		1,681.91
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 2/29/24 - 5/30/24	219839		61.77
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		119.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		70.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		7.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		7.00
100-1205-7779	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2024	4586	202418-FY23-26-Exp-Tutors,S...	50.00
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2024	4586		175.00
100-1010-7965	HINDERLITER, DE LLAMAS & A...	Cannabis Consulting 5/2024	219855		3,375.00
100-1610-7652	ALBERTO R PEREZ	Fitness Center Pools Monthly Service 5/2024	4597		1,950.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Srvcs 6/2024	4602		5,833.33
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 5/2024	4612		215.61
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting	4598		3,422.50
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	BD24-1539		105.69
100-1010-7980	THE SAUCE CREATIVE SERVICE...	Charity Bowl Event 6/6/2024	4611		104.60
100-2121	THE SAUCE CREATIVE SERVICE...	Charity Bowl Event 6/6/2024	4611		160.00
100-1610-7618	GRAINGER	ROP Bldg Restroom Faucets	4589		743.75
100-4201	TESLA ENERGY OPERATIONS I...	Solar Permit Refund (1906 Delford Ave)	219875		200.00
100-4901	TESLA ENERGY OPERATIONS I...	Solar Permit Refund (1906 Delford Ave)	219875		250.00
100-1605-7733	SMART & FINAL	SC Staff Recognition	4605		89.58
100-1410-7650	COASTLINE EQUIPMENT	Vehicle 3 Repair	4587		4,458.80
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2024 - 6/30/2024	BD24-1529		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2024 - 6/30/2024	BD24-1528		485.20
100-1610-7652	DARRELL RAY CARROLL	Keys (Parks)	219841		136.16
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2024	4599		320.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2024	4599		760.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2024	4599		1,160.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Access Improvements 4/2024	4599	202118-ATP Cycle 4-Professio...	1,685.00
100-1405-7969	RKA CONSULTING GROUP	Duarte/Highland Striping Improvements 4/2024	4599		80.00
100-1405-7969	RKA CONSULTING GROUP	FY24 LLD Engineering Srvcs 4/2024	4599		1,160.00
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Stop Sign Warrant Analysis 4/2024	4599		687.50
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4583		275.23
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4583		9.31
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	4605		40.18

Council Warrant Register By Account

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4904	MUSHEJ BOYADJIAN	Variance Hillside Regulations Refund (V24-01)	219838		3,000.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Code Enforcement Legal 5/2024	4584		5,289.79
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Code Enforcement Legal 5/2024	4584		1,389.88
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Code Enforcement Legal 5/2024	4584		200.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 5/2024	4584		3,530.80
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 5/2024	4584	202419-Code Enforcement Le...	1,850.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 5/2024	4584		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD-Costs 5/2024	4584		32.72
100-1010-7612	CITY CLERKS ASSOCIATION OF...	Annette Juarez Annual Membership Dues	219843		250.00
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/24 - 5/31/24	BD24-1538		1,416.72
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr A Frame Monthly Sign	219847		18.74
100-2121	SCMAF-SAN GABRIEL VALLEY	Track Meet & Championship Fees	219871		1,712.00
100-1205-7761	DATA TICKET INC	DUI Processing Fee 5/2024	4588		6.00
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 4/2024	219862		1,042.11
100-1410-7650	CITY OF MONROVIA	Field Srvcs Fuel 4/2024	219862		1,162.92
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 4/2024	219862		435.99
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 4/2024	219862		1,476.33
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 4/2024	219862		5,165.68
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 4/2024	219862		147.70
100-1825-7674	U.S. BANK PARS ACCOUNT #6...	FY24 Add'l OPEB Contribution	4614		249,000.00
100-1020-7719	DUARTE RECREATION PETTY ...	SC Volunteer Brunch Supplies	219851		59.50
100-1605-7741	DUARTE RECREATION PETTY ...	SCMAF Track Staff Parking	219851		5.00
100-1605-7741	DUARTE RECREATION PETTY ...	Staff Training Starbucks Gift Cards	219851		10.00
100-1610-7618	DUARTE RECREATION PETTY ...	Facility Maint Staff Meeting Donuts	219851		17.00
100-1610-7650	WARDS SERVICE	Vehicle 21 Service & Repair	4617		733.87
100-1010-7685	CIVICPLUS LLC	Agenda Management Software 6/5/2024 - 6/4/2025	4585		19,815.00
100-1610-7652	ALBERTOS PLUMBING	CH Men's Restroom Flush Valve Replacement	4580		1,180.00
100-1805-7965	SECTRAN SECURITY INC	June 2024 Courier Pick-up	4603		343.76
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 5/2024	4582		4,080.00
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	(2) Bilingual Testing Services	219860		180.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Public Safety Office Water	219850		60.75
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4583		14.15
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4583		45.52
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 5/2024	219874		5,187.60
100-1205-7980	CURO MANAGED PRINT PRO...	National Night Out Advertising	219847		691.25
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate (Spring 2024)	4579		1,920.80
100-1205-7779	AIDA TORRES	DART UC Irvine Trip Lunch	4613		119.42
100-1605-7758	SANDRA MARRUJO	Independence Day Celebration Band	219861		2,700.00
100-2120	PAMELA COLEMAN	TC Rent Deposit Refund 6/8/2024	219845		300.00
100-2120	SARAH GARCIA	ROP Bldg Rent Deposit Refund 6/8/2024	219854		150.00
100-2120	SUSANA RAMIREZ	SC Rent Deposit Refund 6/8/2024	219869		500.00

Council Warrant Register By Account

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7758	JA EVENT PRODUCTION	Deposit-July 3rd Stage/Sound/Lighting	219856		10,950.00
100-1605-7736	LUCIA ROMERO	Instructor Fee-Folklorio (Spring 2024)	219870		273.00
100-4801	ZHONGWEI LI	Karate-Ninja Warrior Refund (Nelson Li)	219859		48.00
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 6/2024 (R103868)	219852	250004 - Property Rent - Next...	2,001.51
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 5/2024 (R103481)	219852	250004 - Property Rent - Next...	2,001.51
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Class 6/10/24 - 6/12/24	4616		420.00
100-1750	CARLOS FELIPE PEREZ	Summer Concerts in the Park DJ Services	219865		625.00
100-1605-7758	JA EVENT PRODUCTION	Balance-July 3rd Stage/Sound/Lighting	219857		10,950.00
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2024	4594		12,500.00
100-1750	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	219849		165.00
100-1605-7758	PYRO SPECTACULARS INC	Balance-July 3rd 2024 Fireworks Show	219868		13,750.00
100-1750	KYLE KOLLER	Concerts in the Park Sound	219858		3,200.00
100-1750	JANINE R TORRE	SC Independence Day Celebration 7/2/2024	219876		375.00
Fund 100 - GENERAL FUND Total:					575,789.26

Fund: 220 - GAS TAX FUN

220-2210-7813	PACIFIC PRODUCTS & SERVICE...	Sign Posts/Anchors/Rivets	219863		11,776.73
220-2210-7812	WGJ ENTERPRISES INC	Meridian Street Striping	4620		3,885.00
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 4/2024	4599		240.00
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design	219873	202106-2205-8100-Highland P...	156.09
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Signs & Restock	4590		1,113.64
Fund 220 - GAS TAX FUN Total:					17,171.46

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

225-2250-8100	MARIPOSA LANDSCAPES INC	FY24 Street Rehabilitation Landscaping	4593	202407/225-2250-8100-Other...	1,095.75
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					1,095.75

Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND

240-2425-7887	RUDY'S PLUMBING INC	Backflow Testing-Hearthstone LLD	4600		135.00
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Glenn Miller Park	4600		708.93
240-2410-7663	COUNTY OF LOS ANGELES AGR..	Gopher Control-Medians 3/2024	219846		335.02
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 5/2024	4593		1,509.99
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 5/2024	4593		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 5/2024	4593		15,723.51
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 5/2024	4593		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 5/2024	4593		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		1,125.00

Council Warrant Register By Account

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 5/2024	4593		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	4593		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 5/2024	4593		708.33
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	4618		18,523.60
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming	4618		32,735.40
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Parts-Duarte Rd Median	4591		38.90
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Encanto Parkway	4600		708.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr Irrigation	4600		460.26
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Thorsen Park	4600		353.40
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing-Citrus Villas LLD	4600		135.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Central Ave Median	4600		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Dr Easement	4600		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Highland Ave Tree Wells	4600		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Beardslee Park	4600		135.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Mountain Ave Median	4600		135.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					95,633.74
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7621	STAPLES ADVANTAGE	Transportation Dept Chair	4607		198.44
440-4405-7621	STAPLES ADVANTAGE	Transportaton Dept Chair Delivery Fee	4607		7.65
Fund 440 - PROPOSITION A TRANSIT FUND Total:					206.09
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7621	STAPLES ADVANTAGE	Transportation Dept Chair	4607		132.30
460-4605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	219853		35.00
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 4/2024	219862		308.97
460-4605-7650	AUTOZONE	Vehicle 26 Parts	219837		40.77
460-4605-7650	AUTOZONE	Yard Supplies	219837		28.33
460-4605-7621	STAPLES ADVANTAGE	Transportaton Dept Chair Delivery Fee	4607		5.10
Fund 460 - PROPOSITION C TRANSIT FUND Total:					550.47
Grand Total:					690,446.77

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	575,789.26
220 - GAS TAX FUN	17,171.46
225 - SB-1, Road Maintenance/Rehab Fund	1,095.75
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	95,633.74
440 - PROPOSITION A TRANSIT FUND	206.09
460 - PROPOSITION C TRANSIT FUND	550.47
Grand Total:	690,446.77

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7612	Publications and Dues	250.00
100-1010-7614	Office Supplies	100.99
100-1010-7670	Legal Notices	1,681.91
100-1010-7685	Technology Services	19,815.00
100-1010-7965	Professional Services	27,711.88
100-1010-7980	Other Expenses	2,050.37
100-1015-7682	Labor Counsel Legal	4,080.00
100-1015-7684	Code Enforcement Legal	18,293.19
100-1020-7719	Volunteer Recognition	59.50
100-1020-7724	Post Office Parking	312.00
100-1205-7636	Uniforms	956.64
100-1205-7650	Vehicle Maintenance	2,647.77
100-1205-7655	Emergency Services	215.61
100-1205-7761	Parking Ticket Collect	5,193.60
100-1205-7779	Youth Programs	169.42
100-1205-7780	Animal Control	6,058.33
100-1205-7781	Contract Law Enforceme...	5,235.68
100-1205-7782	Crossing Guard Contract...	6,992.73
100-1205-7980	Other Expenses	752.00
100-1405-7650	Vehicle Maintenance	175.70
100-1405-7800	Building Department Ser...	957.40
100-1405-7965	Professional Services	1,685.00
100-1405-7969	City Engineer	4,167.50
100-1410-7650	Vehicle Maintenance	9,511.04
100-1410-7656	Emergency Generator	955.00
100-1410-7815	Brush Clearance	2,156.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7650	Vehicle Maintenance	442.99
100-1605-7730	Special Events	1,533.40
100-1605-7733	Senior Center	459.82
100-1605-7735	Teen Center	601.21
100-1605-7736	Youth & Adult Recreatio...	2,653.80
100-1605-7740	Day Camps	83.19
100-1605-7741	Sports/Playground Progr...	15.00
100-1605-7745	Boxing Program	1,483.77
100-1605-7756	Senior Recreation Classes	352.80
100-1605-7758	Independence Day Celeb...	39,200.00
100-1605-7965	Professional Services	89,928.00
100-1605-7980	Other Expenses	15.49
100-1610-7618	Building Supplies	2,225.33
100-1610-7636	Uniforms	289.38
100-1610-7650	Vehicle Maintenance	1,775.98
100-1610-7652	Building Maint Services	4,604.75
100-1750	Prepaid Charges	6,865.00
100-1805-7653	Bank Charges	105.69
100-1805-7965	Professional Services	343.76
100-1810-7660	Other Services	175.00

Account Summary

Account Number	Account Name	Payment Amount
100-1810-7980	Other Expenses	180.00
100-1815-7630	Equipment Lease	20,044.00
100-1815-7632	Software	1,416.72
100-1815-7965	Professional Services	12,500.00
100-1825-7631	Equipment Maintenance	137.68
100-1825-7674	Retiree Health Insurance	249,000.00
100-1825-7687	Waste Mgmt Services	3,422.50
100-2120	Refundable Deposits	950.00
100-2121	Pass Through Deposits	1,872.00
100-4201	Building Permits	200.00
100-4408	Property Rental	4,003.02
100-4801	Youth & Adult Recreatio...	48.00
100-4901	Plan Check Fees	250.00
100-4904	Zoning Fees	3,000.00
220-2205-8100	Other Capital Improvem...	156.09
220-2210-7812	Street Striping & Marking	3,885.00
220-2210-7813	Regulatory Signs	12,890.37
220-2225-7965	Professional Services	240.00
225-2250-8100	Other Capital Improvem...	1,095.75
240-2410-7662	Other Serv-Citywide	405.00
240-2410-7663	Other Serv-Medians	605.02
240-2410-7888	Repairs-Citywide	2,231.52
240-2410-7891	Repairs-Medians	38.90
240-2410-7906	Tree Trim-Citywide	18,523.60
240-2410-7909	Tree Trim-Residential	32,735.40
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7887	Repairs & Replacements	135.00
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7887	Repairs & Replacements	135.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
440-4405-7621	Other Supplies	206.09
460-4605-7621	Other Supplies	137.40
460-4605-7650	Vehicle Maintenance	413.07
Grand Total:		690,446.77

Project Account Summary

Project Account Key	Payment Amount
None	567,342.03
202106-2205-8100-Highland Promenade Measure M	156.09
202118-ATP Cycle 4-Professional Svcs	1,685.00
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202407/225-2250-8100-Other Cap-FY24 St Rehab	1,095.75
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	50.00
202419-Code Enforcement Legal-Tobacco Grant	1,850.00

Project Account Summary

Project Account Key	Payment Amount
202421-Prof Svcs-FC Pool Deck Renovation	89,928.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	<u>4,003.02</u>
Grand Total:	690,446.77



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
100-1205-7650	10-8 RETROFIT INC	Vehicle 35 Lights	20343		1,052.44
Vendor 4209 - 10-8 RETROFIT INC Total:					1,052.44
Vendor: 6393 - 360 MARITAL ARTS ACADEMY INC					
100-1605-7736	360 MARITAL ARTS ACADEMY ...	Instructor Fee-Karate (Spring 2024)	143		1,920.80
Vendor 6393 - 360 MARITAL ARTS ACADEMY INC Total:					1,920.80
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART UC Irvine Trip Lunch	6/04/2024		119.42
Vendor 1388 - AIDA TORRES Total:					119.42
Vendor: 6588 - ALBERTO R PEREZ					
100-1610-7652	ALBERTO R PEREZ	Fitness Center Pools Monthly Service 5/2024	2310		1,950.00
Vendor 6588 - ALBERTO R PEREZ Total:					1,950.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	CH Men's Restroom Flush Valve Replacement	682003		1,180.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,180.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 5/12/24 - 5/25/24	93869		6,992.73
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					6,992.73
Vendor: 5505 - AQUATIC DESIGN GROUP INC					
100-1605-7965	AQUATIC DESIGN GROUP INC	Design Svcs-FC Pool Deck Renovation 5/2024	32925	202421-Prof Svcs-FC Pool Deck..	89,928.00
Vendor 5505 - AQUATIC DESIGN GROUP INC Total:					89,928.00
Vendor: 4838 - BURKE, WILLIAMS & SORENSEN LLP					
100-1015-7682	BURKE, WILLIAMS & SORENS...	Labor Legal 5/2024	322539		4,080.00
Vendor 4838 - BURKE, WILLIAMS & SORENSEN LLP Total:					4,080.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA ...	Finance Mgr Printer Maint 4/23/24 - 5/22/24	6008110912		27.01
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD-Permit Tech Printer Maint 4/27/24 - 5/26/24	6008150801		48.90
100-1825-7631	CANON SOLUTIONS AMERICA ...	CMD Intern/FC Printer Maint 2/29/24 - 5/30/24	6008175013		61.77
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					137.68
Vendor: 6229 - CAPITAL ONE					
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	4242		65.46
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	88626		158.54
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	02067		26.66
100-1010-7980	CAPITAL ONE	Evander Holyfield Event Supplies	47171		220.35
100-1605-7735	CAPITAL ONE	TC Summer Kickoff BBQ Supplies	26696		223.87
Vendor 6229 - CAPITAL ONE Total:					694.88
Vendor: 6357 - CARLOS FELIPE PEREZ					
100-1605-7758	CARLOS FELIPE PEREZ	July 3rd Fireworks Show DJ	45286		850.00

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1750	CARLOS FELIPE PEREZ	Summer Concerts in the Park DJ Services	7/8/2024		625.00
Vendor 6357 - CARLOS FELIPE PEREZ Total:					1,475.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4194770066		275.23
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4194770066		9.31
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4195453270		14.15
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4195453270		45.52
Vendor 5140 - CINTAS CORPORATION #693 Total:					344.21
Vendor: 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA					
100-1010-7612	CITY CLERKS ASSOCIATION OF...	Annette Juarez Annual Membership Dues	300003238		250.00
Vendor 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA Total:					250.00
Vendor: 0903 - CITY OF MONROVIA					
100-1610-7650	CITY OF MONROVIA	Fuel-Facility Maintenance 4/2024	2401816		1,042.11
100-1410-7650	CITY OF MONROVIA	Field Srvcs Fuel 4/2024	2401817		1,162.92
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 4/2024	2401818		435.99
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 4/2024	2401819		1,476.33
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 4/2024	2401820		5,165.68
100-1405-7650	CITY OF MONROVIA	Fuel-Cmty Development 4/2024	2401822		147.70
Vendor 0903 - CITY OF MONROVIA Total:					9,430.73
Vendor: 6617 - CITY OF WHITTIER					
100-1010-7980	CITY OF WHITTIER	Zero Bail Working Group	8020000903		1,617.81
Vendor 6617 - CITY OF WHITTIER Total:					1,617.81
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Code Enforcement Legal 5/2024	13223		5,289.79
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Code Enforcement Legal 5/2024	13224		1,389.88
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Code Enforcement Legal 5/2024	13225		200.00
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 5/2024	13226		3,530.80
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 5/2024	13228	202419-Code Enforcement Le...	1,850.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 5/2024	13229		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD-Costs 5/2024	13230		32.72
Vendor 6483 - CIVICA LAW GROUP, APC Total:					18,293.19
Vendor: 6427 - CIVICPLUS LLC					
100-1010-7685	CIVICPLUS LLC	Agenda Management Software 6/5/2024 - 6/4/2025	306627		19,815.00
Vendor 6427 - CIVICPLUS LLC Total:					19,815.00
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1205-7779	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2024	CMC18048	202418-FY23-26-Exp-Tutors,S...	50.00
100-1810-7660	CMC LIVESCAN & NOTARY SE...	Livescan Services 5/2024	CMC18048		175.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					225.00
Vendor: 1202 - COASTLINE EQUIPMENT					
100-1410-7650	COASTLINE EQUIPMENT	Vehicle 3 Repair	1136941		4,458.80
Vendor 1202 - COASTLINE EQUIPMENT Total:					4,458.80
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7733	CURO MANAGED PRINT PRO...	Senior Ctr A Frame Monthly Sign	7884		18.74
100-1205-7980	CURO MANAGED PRINT PRO...	National Night Out Advertising	7913		691.25
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					709.99

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7652	DARRELL RAY CARROLL	Keys (Parks)	25239		136.16
Vendor 5025 - DARRELL RAY CARROLL Total:					136.16
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	DUI Processing Fee 5/2024	165932		6.00
Vendor 5501 - DATA TICKET INC Total:					6.00
Vendor: 5017 - DAVID CENICEROS					
100-1750	DAVID CENICEROS	Summer Concerts in the Park Band	7/8/2024		2,500.00
Vendor 5017 - DAVID CENICEROS Total:					2,500.00
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC 3 on 3 Basketball T-Shirts	22-10820		68.37
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing T-Shirts	22-10850		585.43
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC CHYLL Bags	22-10852		110.25
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Boxing T-Shirts	22-10998		220.50
100-1605-7745	DELONG UNLIMITED SCREEN ...	TC Duarte Boxing Polos	22-11019		253.58
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					1,238.13
Vendor: 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY					
100-1750	DUARTE PETTY CASH/BINGO ...	SC Bingo Prize Money	7/2024		165.00
Vendor 0476 - DUARTE PETTY CASH/BINGO PRIZE MONEY Total:					165.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Public Safety Office Water	6102024		60.75
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					60.75
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1020-7719	DUARTE RECREATION PETTY ...	SC Volunteer Brunch Supplies	6062024		59.50
100-1605-7741	DUARTE RECREATION PETTY ...	Staff Training Starbucks Gift Cards	6062024		10.00
100-1605-7741	DUARTE RECREATION PETTY ...	SCMAF Track Staff Parking	6062024		5.00
100-1610-7618	DUARTE RECREATION PETTY ...	Facility Maint Staff Meeting Donuts	6062024		17.00
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					91.50
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 5/2024 (R103481)	6132024	250004 - Property Rent - Next...	2,001.51
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 6/2024 (R103868)	6132024	250004 - Property Rent - Next...	2,001.51
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					4,003.02
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		119.00
100-1205-7781	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		70.00
100-1405-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		28.00
100-1410-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		7.00
100-1605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		7.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					231.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/24 - 5/31/24	4989937050		1,416.72
Vendor 6181 - GOOGLE LLC Total:					1,416.72
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	ROP Bldg Restroom Faucets	9138797031		743.75
Vendor 1092 - GRAINGER Total:					743.75
Vendor: 6618 - GREGORY MENA					
100-1605-7756	GREGORY MENA	Instructor Fee-Senior Yoga 3/4/2024 - 5/23/2024	5272024		352.80
Vendor 6618 - GREGORY MENA Total:					352.80

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1010-7965	HINDERLITER, DE LLAMAS & A...	Cannabis Consulting 5/2024	SIN039279		3,375.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					3,375.00
Vendor: 6311 - JA EVENT PRODUCTION					
100-1605-7758	JA EVENT PRODUCTION	Deposit-July 3rd Stage/Sound/Lighting	0000109		10,950.00
100-1605-7758	JA EVENT PRODUCTION	Balance-July 3rd Stage/Sound/Lighting	0000110		10,950.00
Vendor 6311 - JA EVENT PRODUCTION Total:					21,900.00
Vendor: 6620 - JANINE R TORRE					
100-1750	JANINE R TORRE	SC Independence Day Celebration 7/2/2024	102		375.00
Vendor 6620 - JANINE R TORRE Total:					375.00
Vendor: 6418 - JOE ANDREW CURIEL PERZABAL					
100-1605-7730	JOE ANDREW CURIEL PERZAB...	2024 Dive In Movie 6/28/2024	24-0628		1,118.40
Vendor 6418 - JOE ANDREW CURIEL PERZABAL Total:					1,118.40
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Class 6/10/24 - 6/12/24	135835		420.00
Vendor T3851 - JOVANA VILLEGAS Total:					420.00
Vendor: 6428 - KYLE KOLLER					
100-1750	KYLE KOLLER	Concerts in the Park Sound	7/8/2024		3,200.00
Vendor 6428 - KYLE KOLLER Total:					3,200.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2024 - 6/30/2024	234515292		472.20
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2024 - 6/30/2024	234517061		485.20
Vendor 5761 - LIFE STORAGE #530 Total:					957.40
Vendor: 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT					
100-1810-7980	LOS ANGELES UNIFIED SCHOO...	(2) Bilingual Testing Services	3499		180.00
Vendor 5717 - LOS ANGELES UNIFIED SCHOOL DISTRICT Total:					180.00
Vendor: 6367 - LUCIA ROMERO					
100-1605-7736	LUCIA ROMERO	Instructor Fee-Folklorio (Spring 2024)	053024		273.00
Vendor 6367 - LUCIA ROMERO Total:					273.00
Vendor: 6565 - MAGELLAN ADVISORS LLC					
100-1010-7965	MAGELLAN ADVISORS LLC	Broadband Access Needs Assessment 4/21/24-5/18/24	0410873	202312/1010-7965-Prof. Svcs...	24,336.88
Vendor 6565 - MAGELLAN ADVISORS LLC Total:					24,336.88
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
100-1020-7724	MARIPOSA LANDSCAPES INC	PO Pkg Lot Landscape Maintenance 5/2024	107966		312.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Duarte Wilderness Park Brush Clearance 5/2024	107966		2,080.00
100-1410-7815	MARIPOSA LANDSCAPES INC	Greenbank Ave Brush Clearance 5/2024	107966		76.00
100-1415-7916	MARIPOSA LANDSCAPES INC	Sports Parks (2) Landscape Maintenance 5/2024	107966		3,426.72
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					5,894.72
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2024	13740		12,500.00
Vendor 4286 - MAXTREME INC Total:					12,500.00
Vendor: T4816 - MUSHEJ BOYADJIAN					
100-4904	MUSHEJ BOYADJIAN	Variance Hillside Regulations Refund (V24-01)	R102342		3,000.00
Vendor T4816 - MUSHEJ BOYADJIAN Total:					3,000.00

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6280 - ONLY CREMATIONS FOR PETS					
100-1205-7780	ONLY CREMATIONS FOR PETS	Deceased Animals Disposal 5/2024	31214796		225.00
Vendor 6280 - ONLY CREMATIONS FOR PETS Total:					225.00
Vendor: T4505 - PAMELA COLEMAN					
100-2120	PAMELA COLEMAN	TC Rent Deposit Refund 6/8/2024	R103781		300.00
Vendor T4505 - PAMELA COLEMAN Total:					300.00
Vendor: 5403 - PRONTO GYM SERVICES INC					
100-1610-7652	PRONTO GYM SERVICES INC	FC Gym Equipment Service/Repair	24991		490.00
Vendor 5403 - PRONTO GYM SERVICES INC Total:					490.00
Vendor: 6032 - PYRO SPECTACULARS INC					
100-1605-7758	PYRO SPECTACULARS INC	Balance-July 3rd 2024 Fireworks Show	401		13,750.00
Vendor 6032 - PYRO SPECTACULARS INC Total:					13,750.00
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	SB1383 Implementation Consulting	123427		3,422.50
Vendor 6372 - R3 CONSULTING GROUP Total:					3,422.50
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2024	34789		320.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2024	34790		760.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2024	34791		1,160.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Access Improvements 4/2024	34792	202118-ATP Cycle 4-Professio...	1,685.00
100-1405-7969	RKA CONSULTING GROUP	Duarte/Highland Striping Improvements 4/2024	34793		80.00
100-1405-7969	RKA CONSULTING GROUP	FY24 LLD Engineering Srvcs 4/2024	34794		1,160.00
100-1405-7969	RKA CONSULTING GROUP	Royal Oaks Stop Sign Warrant Analysis 4/2024	34796		687.50
Vendor 0904 - RKA CONSULTING GROUP Total:					5,852.50
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	Monthly Dance DJ	6/27/2024		175.00
Vendor 6293 - RODOLFO CARDENAS Total:					175.00
Vendor: 6605 - RUSH TRUCK CENTERS OF CALIFORNIA INC					
100-1410-7650	RUSH TRUCK CENTERS OF CAL...	Aerial Lift Truck Repair	3037421330		3,882.32
Vendor 6605 - RUSH TRUCK CENTERS OF CALIFORNIA INC Total:					3,882.32
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Shelter Srvcs 6/2024	6/2024D		5,833.33
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,833.33
Vendor: 6619 - SANDRA MARRUJO					
100-1605-7758	SANDRA MARRUJO	Independence Day Celebration Band	7/3/2024		2,700.00
Vendor 6619 - SANDRA MARRUJO Total:					2,700.00
Vendor: T4817 - SARAH GARCIA					
100-2120	SARAH GARCIA	ROP Bldg Rent Deposit Refund 6/8/2024	R103851		150.00
Vendor T4817 - SARAH GARCIA Total:					150.00
Vendor: 0282 - SCMAF-SAN GABRIEL VALLEY					
100-2121	SCMAF-SAN GABRIEL VALLEY	Track Meet & Championship Fees	TF24DUARTE		1,712.00
Vendor 0282 - SCMAF-SAN GABRIEL VALLEY Total:					1,712.00
Vendor: 6277 - SECTRAN SECURITY INC					
100-1805-7965	SECTRAN SECURITY INC	June 2024 Courier Pick-up	24060654		343.76
Vendor 6277 - SECTRAN SECURITY INC Total:					343.76

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0202 - SHAFFER AWARDS					
100-1605-7745	SHAFFER AWARDS	TC Golf Tournament Awards	8123		334.28
Vendor 0202 - SHAFFER AWARDS Total:					334.28
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	063203		1,205.07
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					1,205.07
Vendor: 0209 - SMART & FINAL					
100-1605-7740	SMART & FINAL	Summer Day Camps Workshop	710111		83.19
100-1010-7980	SMART & FINAL	Youth @ Work Ice Crea...	408922		15.49
100-1605-7980	SMART & FINAL	Youth @ Work Ice Crea...	408922		15.49
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	517622		259.51
100-1605-7733	SMART & FINAL	Senior Ctr Monthly Dance Refreshments	925722		62.96
100-1605-7745	SMART & FINAL	TC Boxing Golf Tournament Supplies	658155		89.98
100-1605-7736	SMART & FINAL	Instructor Recital Gift Cards	975499		40.00
100-1605-7733	SMART & FINAL	SC Staff Recognition	070844		89.58
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	752333		40.18
Vendor 0209 - SMART & FINAL Total:					696.38
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS...	Legal Advertising 5/2024	590355		1,681.91
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					1,681.91
Vendor: 2688 - STAPLES ADVANTAGE					
100-1010-7614	STAPLES ADVANTAGE	Certificate Holders/Pens	6002785664		100.99
100-1605-7733	STAPLES ADVANTAGE	SC Copier Paper	6003347340		113.54
Vendor 2688 - STAPLES ADVANTAGE Total:					214.53
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Annual Monitoring Certificate	SA-44068		635.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/2/2024	SA-44175		160.00
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/29/2024	SA-44176		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					955.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L...	Citation Revenue Tax 5/2024	6112024		5,187.60
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					5,187.60
Vendor: 5351 - SUPERIOR PRESS					
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	4848718		105.69
Vendor 5351 - SUPERIOR PRESS Total:					105.69
Vendor: T4819 - SUSANA RAMIREZ					
100-2120	SUSANA RAMIREZ	SC Rent Deposit Refund 6/8/2024	R103876		500.00
Vendor T4819 - SUSANA RAMIREZ Total:					500.00
Vendor: 4454 - SWANK MOTION PICTURES INC					
100-1605-7730	SWANK MOTION PICTURES INC	2024 Dive In Movie 6/28/24	BO 2249321		415.00
Vendor 4454 - SWANK MOTION PICTURES INC Total:					415.00
Vendor: T4730 - TESLA ENERGY OPERATIONS INC					
100-4201	TESLA ENERGY OPERATIONS I...	Solar Permit Refund (1906 Delford Ave)	Pmt#2024-024		200.00
100-4901	TESLA ENERGY OPERATIONS I...	Solar Permit Refund (1906 Delford Ave)	Pmt#2024-024		250.00
Vendor T4730 - TESLA ENERGY OPERATIONS INC Total:					450.00
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1010-7980	THE SAUCE CREATIVE SERVICE...	Charity Bowl Event 6/6/2024	6931		104.60
100-2121	THE SAUCE CREATIVE SERVICE...	Charity Bowl Event 6/6/2024	6931		160.00
Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:					264.60

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7630	THE TECHNOLOGY DEPOT INC	Ruckus Network Project- Installment 2 & 3	25765-2/3		20,044.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					20,044.00
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST P...	EOC Software 5/2024	850262609		215.61
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					215.61
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7674	U.S. BANK PARS ACCOUNT #6...	FY24 Add'l OPEB Contribution	6/06/2024		249,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					249,000.00
Vendor: 6586 - UNIFORM HEADQUARTERS					
100-1205-7636	UNIFORM HEADQUARTERS	CSO Almaguer Uniforms	070273		464.15
100-1205-7636	UNIFORM HEADQUARTERS	PCO Spicer Uniforms	070302		492.49
Vendor 6586 - UNIFORM HEADQUARTERS Total:					956.64
Vendor: 6113 - WARDS SERVICE					
100-1610-7650	WARDS SERVICE	Vehicle 21 Service & Repair	95312		733.87
Vendor 6113 - WARDS SERVICE Total:					733.87
Vendor: 5992 - WESTERN EXTERMINATOR COMPANY					
100-1610-7652	WESTERN EXTERMINATOR C...	Pest/Rodent/Mosquito Control Srvcs 5/2024	405625C		793.76
Vendor 5992 - WESTERN EXTERMINATOR COMPANY Total:					793.76
Vendor: T4818 - ZHONGWEI LI					
100-4801	ZHONGWEI LI	Karate-Ninja Warrior Refund (Nelson Li)	2001870.002		48.00
Vendor T4818 - ZHONGWEI LI Total:					48.00
Fund 100 - GENERAL FUND Total:					575,789.26
Fund: 220 - GAS TAX FUN					
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Regulatory Signs & Restock	124437		1,113.64
Vendor 3957 - JCL TRAFFIC SERVICES Total:					1,113.64
Vendor: 5312 - PACIFIC PRODUCTS & SERVICES LLC					
220-2210-7813	PACIFIC PRODUCTS & SERVICE...	Sign Posts/Anchors/Rivets	33932		11,776.73
Vendor 5312 - PACIFIC PRODUCTS & SERVICES LLC Total:					11,776.73
Vendor: 0904 - RKA CONSULTING GROUP					
220-2225-7965	RKA CONSULTING GROUP	Huntington Dr Survey & Utility Research 4/2024	34795		240.00
Vendor 0904 - RKA CONSULTING GROUP Total:					240.00
Vendor: 6602 - SITE DESIGN STUDIO INC					
220-2205-8100	SITE DESIGN STUDIO INC	Highland Ave Promenade Landscape Design	24-06001R	202106-2205-8100-Highland P..	156.09
Vendor 6602 - SITE DESIGN STUDIO INC Total:					156.09
Vendor: 5887 - WGJ ENTERPRISES INC					
220-2210-7812	WGJ ENTERPRISES INC	Meridian Street Striping	12026C-01		3,885.00
Vendor 5887 - WGJ ENTERPRISES INC Total:					3,885.00
Fund 220 - GAS TAX FUN Total:					17,171.46
Fund: 225 - SB-1, Road Maintenance/Rehab Fund					
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
225-2250-8100	MARIPOSA LANDSCAPES INC	FY24 Street Rehabilitation Landscaping	108071	202407/225-2250-8100-Other...	1,095.75
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					1,095.75
Fund 225 - SB-1, Road Maintenance/Rehab Fund Total:					1,095.75

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7663	COUNTY OF LOS ANGELES AGR..	Gopher Control-Medians 3/2024	241598		335.02
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					335.02
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7891	LANDSCAPE WAREHOUSE III	Irrigation Parts-Duarte Rd Median	4197878		38.90
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					38.90
Vendor: 4434 - MARIPOSA LANDSCAPES INC					
240-2410-7915	MARIPOSA LANDSCAPES INC	Parks (14) Landscape Maintenance 5/2024	107966		15,723.51
240-2410-7915	MARIPOSA LANDSCAPES INC	City Facilities (4) Landscape Maintenance 5/2024	107966		2,733.32
240-2410-7915	MARIPOSA LANDSCAPES INC	Misc Locations (8) Landscape Maintenance 5/2024	107966		1,509.99
240-2410-7917	MARIPOSA LANDSCAPES INC	Medians/Pkwys (19) Landscape Maintenance 5/2024	107966		8,312.45
240-2410-7917	MARIPOSA LANDSCAPES INC	Tree Wells (12) Landscape Maintenance 5/2024	107966		459.54
240-2420-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		491.67
240-2421-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		1,416.67
240-2422-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		693.80
240-2423-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		1,125.00
240-2424-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		775.01
240-2425-7913	MARIPOSA LANDSCAPES INC	Hearthstone Brush Clearance 5/2024	107966		1,166.67
240-2425-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		416.67
240-2426-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		333.33
240-2427-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		891.67
240-2431-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		891.67
240-2432-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		1,175.00
240-2433-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		750.00
240-2434-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		500.00
240-2435-7914	MARIPOSA LANDSCAPES INC	Landscape Maintenance 5/2024	107966		750.00
240-2435-7918	MARIPOSA LANDSCAPES INC	Ridgecrest Brush Clearance 5/2024	107966		708.33
Vendor 4434 - MARIPOSA LANDSCAPES INC Total:					40,824.30
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2425-7887	RUDY'S PLUMBING INC	Backflow Testing-Hearthstone LLD	10692		135.00
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Glenn Miller Park	10720		708.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair- Encanto Parkway	10721		708.93
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair-Senior Ctr Irrigation	10723		460.26
240-2410-7888	RUDY'S PLUMBING INC	Backflow Testing/Repair- Thorsen Park	10724		353.40

Council Warrant Register By Vendor

Payment Dates: 6/13/2024 - 6/26/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2434-7887	RUDY'S PLUMBING INC	Backflow Testing-Citrus Villas LLD	10862		135.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Central Ave Median	10863		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Dr Easement	10864		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Highland Ave Tree Wells	10865		135.00
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Beardslee Park	10866		135.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Mountain Ave Median	10867		135.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					3,176.52
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	215357		18,523.60
240-2410-7909	WEST COAST ARBORISTS INC	Citywide Tree Trimming	215357		32,735.40
Vendor 1521 - WEST COAST ARBORISTS INC Total:					51,259.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					95,633.74
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 2688 - STAPLES ADVANTAGE					
440-4405-7621	STAPLES ADVANTAGE	Transportation Dept Chair	6003347338		198.44
440-4405-7621	STAPLES ADVANTAGE	Transportaton Dept Chair Delivery Fee	6003347342		7.65
Vendor 2688 - STAPLES ADVANTAGE Total:					206.09
Fund 440 - PROPOSITION A TRANSIT FUND Total:					206.09
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
460-4605-7650	AUTOZONE	Vehicle 26 Parts	2814341299		40.77
460-4605-7650	AUTOZONE	Yard Supplies	2814341300		28.33
Vendor 1491 - AUTOZONE Total:					69.10
Vendor: 0903 - CITY OF MONROVIA					
460-4605-7650	CITY OF MONROVIA	Fuel-Transportation Dept 4/2024	2401821		308.97
Vendor 0903 - CITY OF MONROVIA Total:					308.97
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
460-4605-7650	FAST 5 HOLDING COMPANY L...	Vehicle Cleaning 5/2024	7308		35.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					35.00
Vendor: 2688 - STAPLES ADVANTAGE					
460-4605-7621	STAPLES ADVANTAGE	Transportation Dept Chair	6003347338		132.30
460-4605-7621	STAPLES ADVANTAGE	Transportaton Dept Chair Delivery Fee	6003347342		5.10
Vendor 2688 - STAPLES ADVANTAGE Total:					137.40
Fund 460 - PROPOSITION C TRANSIT FUND Total:					550.47
Grand Total:					690,446.77

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	575,789.26
220 - GAS TAX FUN	17,171.46
225 - SB-1, Road Maintenance/Rehab Fund	1,095.75
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	95,633.74
440 - PROPOSITION A TRANSIT FUND	206.09
460 - PROPOSITION C TRANSIT FUND	550.47
Grand Total:	690,446.77

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7612	Publications and Dues	250.00
100-1010-7614	Office Supplies	100.99
100-1010-7670	Legal Notices	1,681.91
100-1010-7685	Technology Services	19,815.00
100-1010-7965	Professional Services	27,711.88
100-1010-7980	Other Expenses	2,050.37
100-1015-7682	Labor Counsel Legal	4,080.00
100-1015-7684	Code Enforcement Legal	18,293.19
100-1020-7719	Volunteer Recognition	59.50
100-1020-7724	Post Office Parking	312.00
100-1205-7636	Uniforms	956.64
100-1205-7650	Vehicle Maintenance	2,647.77
100-1205-7655	Emergency Services	215.61
100-1205-7761	Parking Ticket Collect	5,193.60
100-1205-7779	Youth Programs	169.42
100-1205-7780	Animal Control	6,058.33
100-1205-7781	Contract Law Enforceme...	5,235.68
100-1205-7782	Crossing Guard Contract...	6,992.73
100-1205-7980	Other Expenses	752.00
100-1405-7650	Vehicle Maintenance	175.70
100-1405-7800	Building Department Ser...	957.40
100-1405-7965	Professional Services	1,685.00
100-1405-7969	City Engineer	4,167.50
100-1410-7650	Vehicle Maintenance	9,511.04
100-1410-7656	Emergency Generator	955.00
100-1410-7815	Brush Clearance	2,156.00
100-1415-7916	Landscape-Sport Park	3,426.72
100-1605-7650	Vehicle Maintenance	442.99
100-1605-7730	Special Events	1,533.40
100-1605-7733	Senior Center	459.82
100-1605-7735	Teen Center	601.21
100-1605-7736	Youth & Adult Recreatio...	2,653.80
100-1605-7740	Day Camps	83.19
100-1605-7741	Sports/Playground Progr...	15.00
100-1605-7745	Boxing Program	1,483.77
100-1605-7756	Senior Recreation Classes	352.80
100-1605-7758	Independence Day Celeb...	39,200.00
100-1605-7965	Professional Services	89,928.00
100-1605-7980	Other Expenses	15.49
100-1610-7618	Building Supplies	2,225.33
100-1610-7636	Uniforms	289.38
100-1610-7650	Vehicle Maintenance	1,775.98
100-1610-7652	Building Maint Services	4,604.75
100-1750	Prepaid Charges	6,865.00
100-1805-7653	Bank Charges	105.69
100-1805-7965	Professional Services	343.76
100-1810-7660	Other Services	175.00

Account Summary

Account Number	Account Name	Payment Amount
100-1810-7980	Other Expenses	180.00
100-1815-7630	Equipment Lease	20,044.00
100-1815-7632	Software	1,416.72
100-1815-7965	Professional Services	12,500.00
100-1825-7631	Equipment Maintenance	137.68
100-1825-7674	Retiree Health Insurance	249,000.00
100-1825-7687	Waste Mgmt Services	3,422.50
100-2120	Refundable Deposits	950.00
100-2121	Pass Through Deposits	1,872.00
100-4201	Building Permits	200.00
100-4408	Property Rental	4,003.02
100-4801	Youth & Adult Recreatio...	48.00
100-4901	Plan Check Fees	250.00
100-4904	Zoning Fees	3,000.00
220-2205-8100	Other Capital Improvem...	156.09
220-2210-7812	Street Striping & Marking	3,885.00
220-2210-7813	Regulatory Signs	12,890.37
220-2225-7965	Professional Services	240.00
225-2250-8100	Other Capital Improvem...	1,095.75
240-2410-7662	Other Serv-Citywide	405.00
240-2410-7663	Other Serv-Medians	605.02
240-2410-7888	Repairs-Citywide	2,231.52
240-2410-7891	Repairs-Medians	38.90
240-2410-7906	Tree Trim-Citywide	18,523.60
240-2410-7909	Tree Trim-Residential	32,735.40
240-2410-7915	Landscape-Citywide	19,966.82
240-2410-7917	Landscape-Medians	8,771.99
240-2420-7914	Landscape Maintenance	491.67
240-2421-7914	Landscape Maintenance	1,416.67
240-2422-7914	Landscape Maintenance	693.80
240-2423-7914	Landscape Maintenance	1,125.00
240-2424-7914	Landscape Maintenance	775.01
240-2425-7887	Repairs & Replacements	135.00
240-2425-7913	Brush Clearance	1,166.67
240-2425-7914	Landscape Maintenance	416.67
240-2426-7914	Landscape Maintenance	333.33
240-2427-7914	Landscape Maintenance	891.67
240-2431-7914	Landscape Maintenance	891.67
240-2432-7914	Landscape Maintenance	1,175.00
240-2433-7914	Landscape Maintenance	750.00
240-2434-7887	Repairs & Replacements	135.00
240-2434-7914	Landscape Maintenance	500.00
240-2435-7914	Landscape Maintenance	750.00
240-2435-7918	Fuel Modification	708.33
440-4405-7621	Other Supplies	206.09
460-4605-7621	Other Supplies	137.40
460-4605-7650	Vehicle Maintenance	413.07
Grand Total:		690,446.77

Project Account Summary

Project Account Key	Payment Amount
None	567,342.03
202106-2205-8100-Highland Promenade Measure M	156.09
202118-ATP Cycle 4-Professional Svcs	1,685.00
202312/1010-7965-Prof. Svcs-Broadband Assessment	24,336.88
202407/225-2250-8100-Other Cap-FY24 St Rehab	1,095.75
202418-FY23-26-Exp-Tutors,Student Engage,Live Scan	50.00
202419-Code Enforcement Legal-Tobacco Grant	1,850.00

Project Account Summary

Project Account Key	Payment Amount
202421-Prof Svcs-FC Pool Deck Renovation	89,928.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	<u>4,003.02</u>
Grand Total:	690,446.77



ITEM: 12.E

Receive and File the Monthly Financial Update for April

Recommended Action:

Receive and File the Monthly Financial Update.

Attachments:

[12.E - Monthly Financial Report for April 2024_\(FY2023-24\).pdf](#)



City of Duarte

MONTHLY FINANCIAL REPORT

**Month Ended April 30, 2024
(83.3% of FY 2023-24 Completed)**

Contents

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Treasury Report

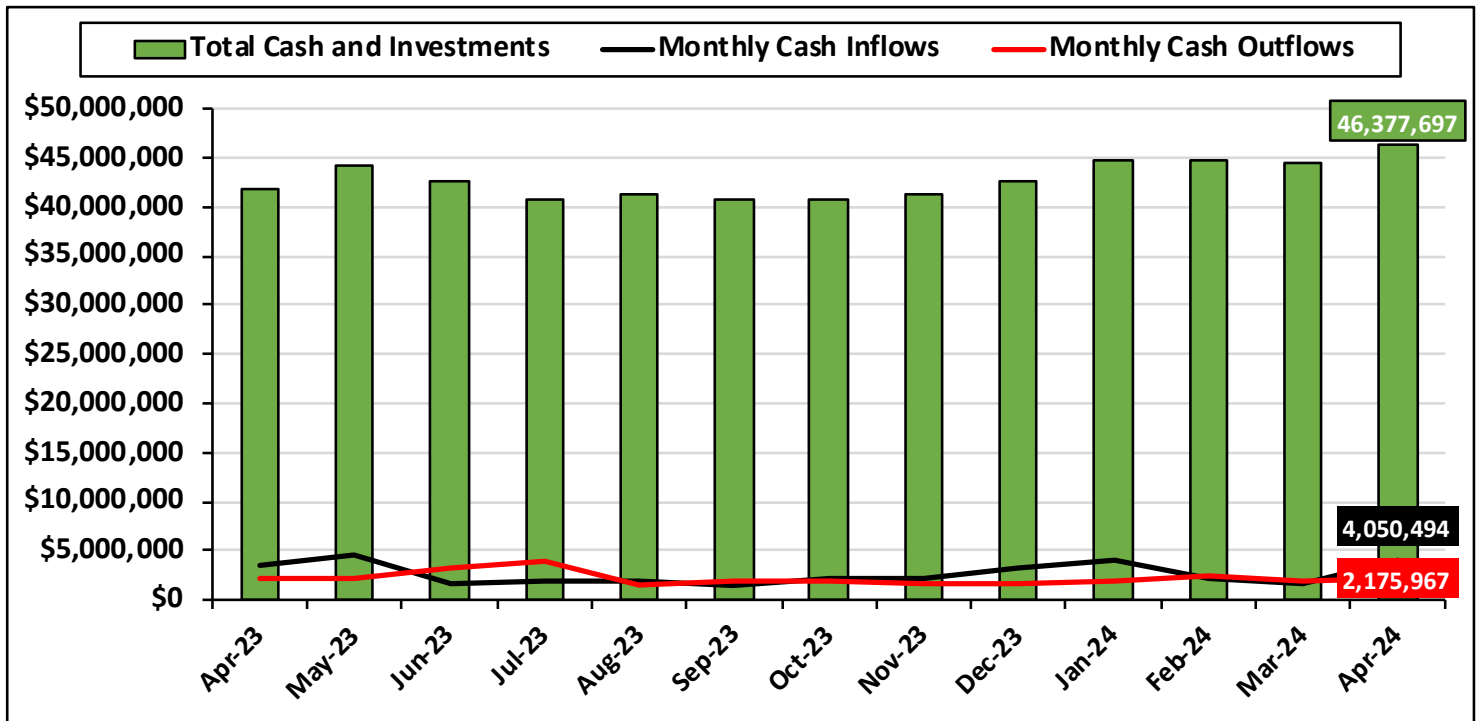
Monthly Activity and Balances	2
Cash Balance by Fund	3

Budget-to-Actual Report

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

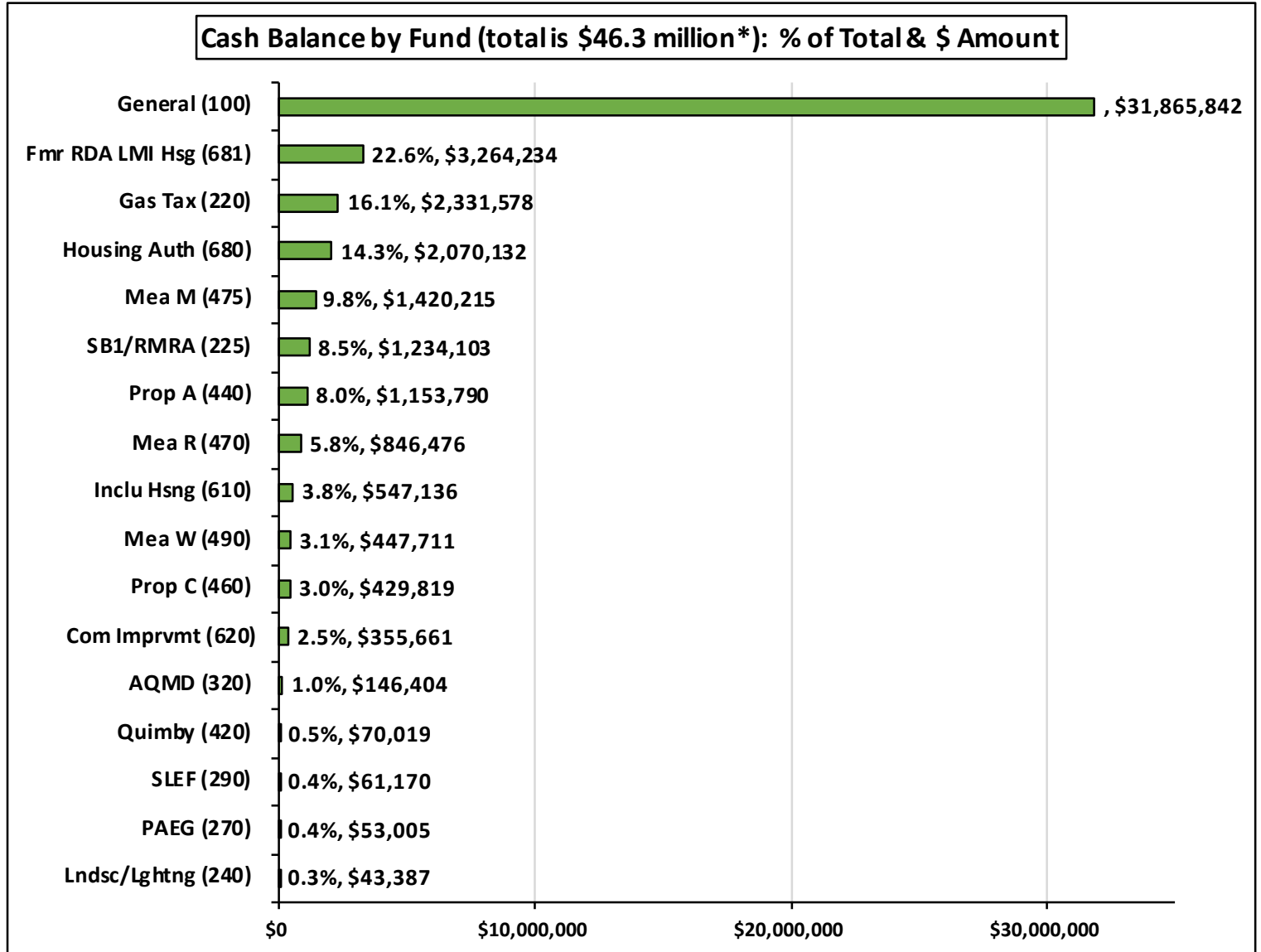
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended April 30, 2024

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (4/01/2024)	\$4,077,472	\$40,425,697	\$44,503,170
Cash Inflows			
Receipts	\$3,630,443	\$420,052	\$4,050,494
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,630,443	\$420,052	\$4,050,494
Cash Outflows			
Disbursements	\$2,175,967	\$0	\$2,175,967
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$2,175,967	\$0	\$2,175,967
Net Activity	\$1,454,475	\$420,052	\$1,874,527
Ending Balance (4/30/2024)	\$5,531,948	\$40,845,749	\$46,377,697



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

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended April 30, 2024

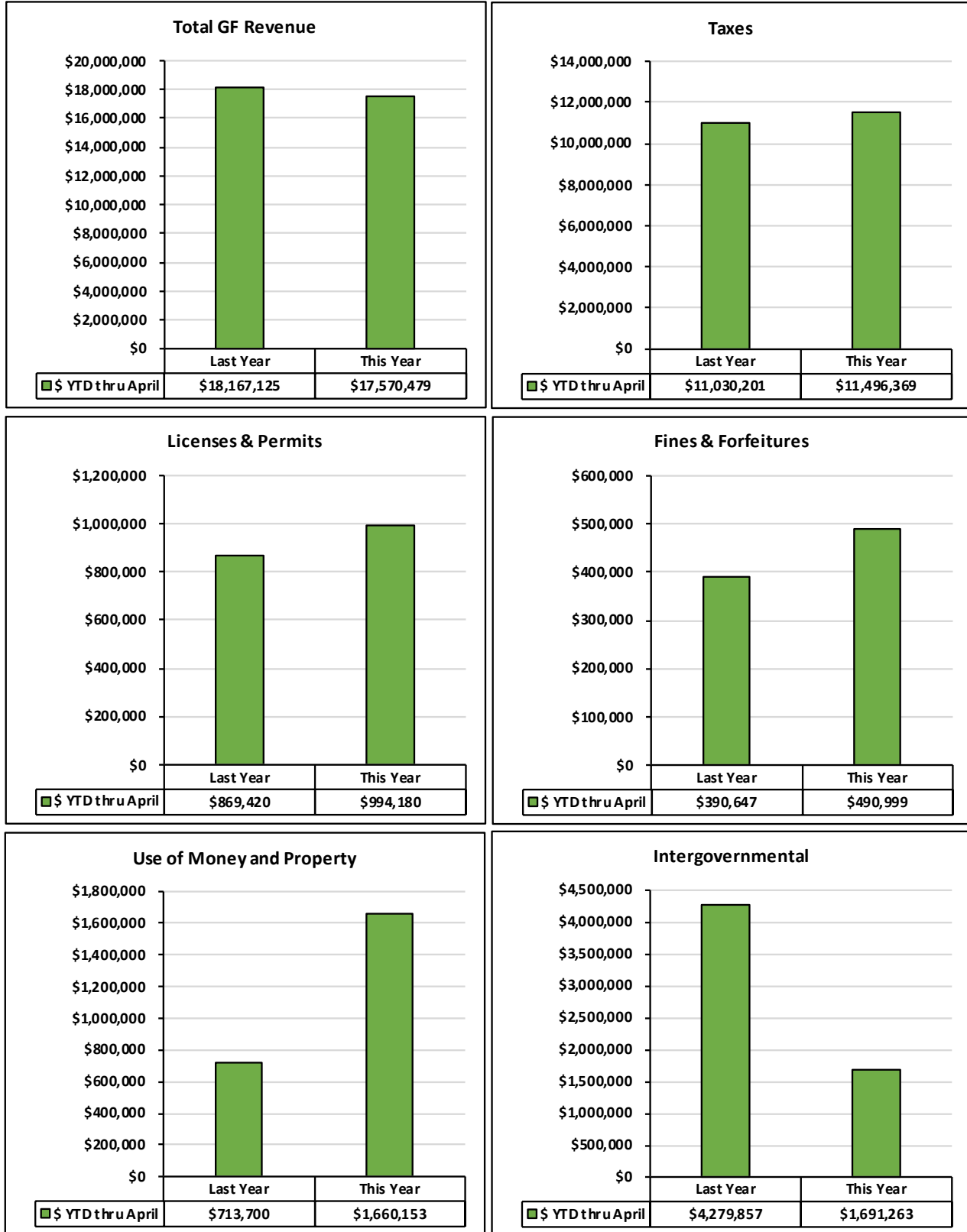


*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger is not equal to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to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

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

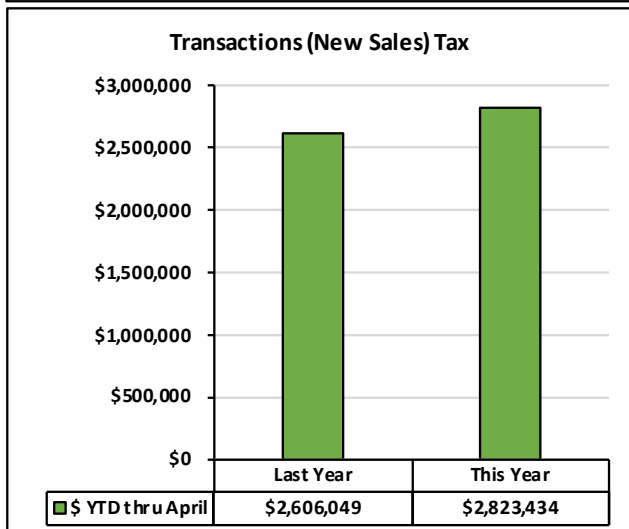
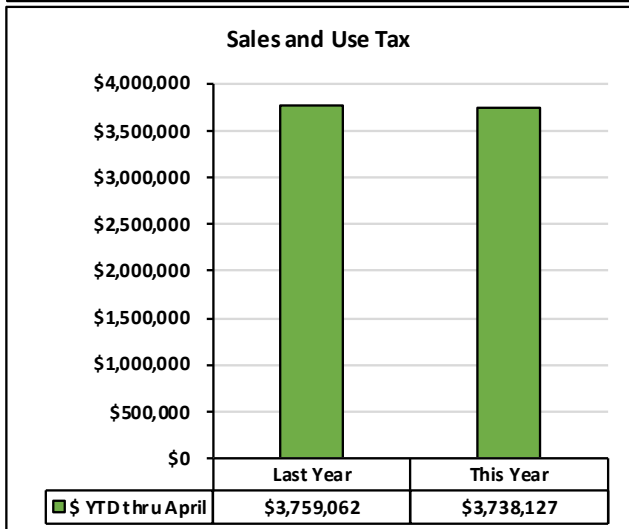
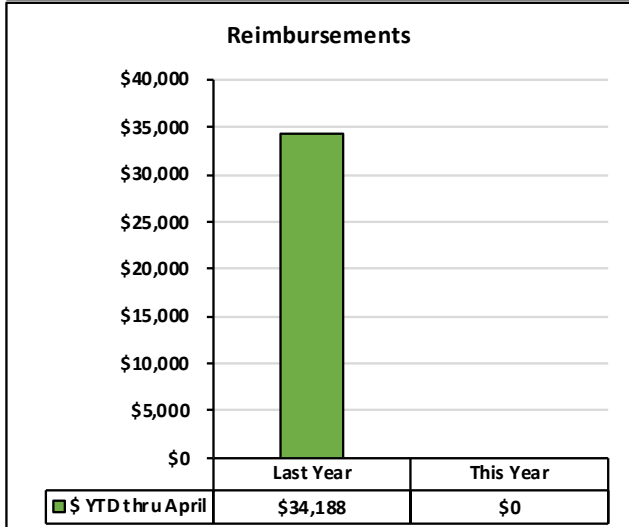
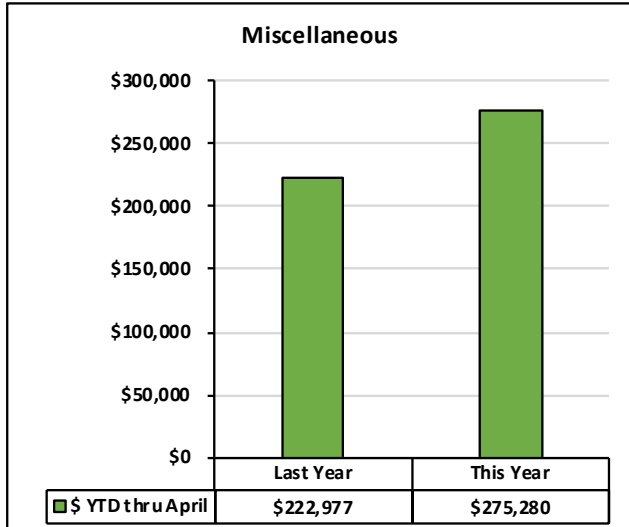
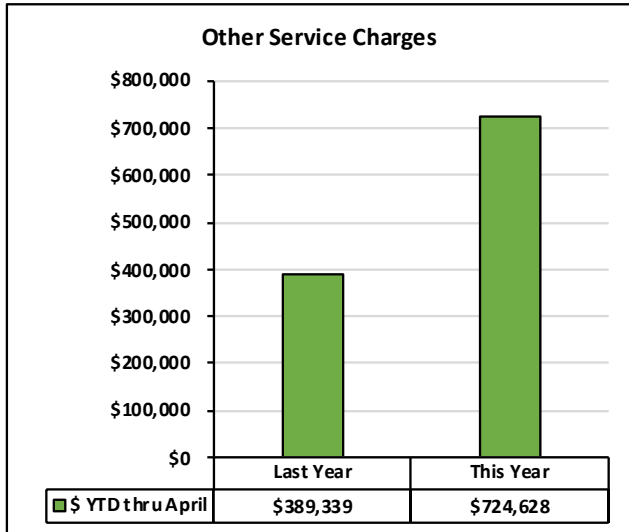
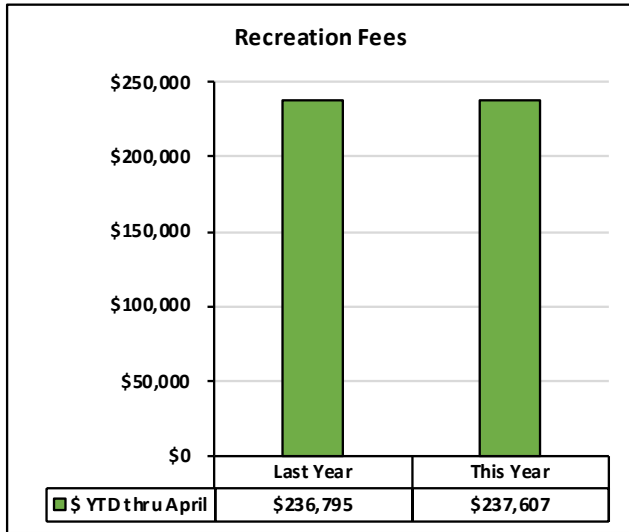
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through April versus Prior Year



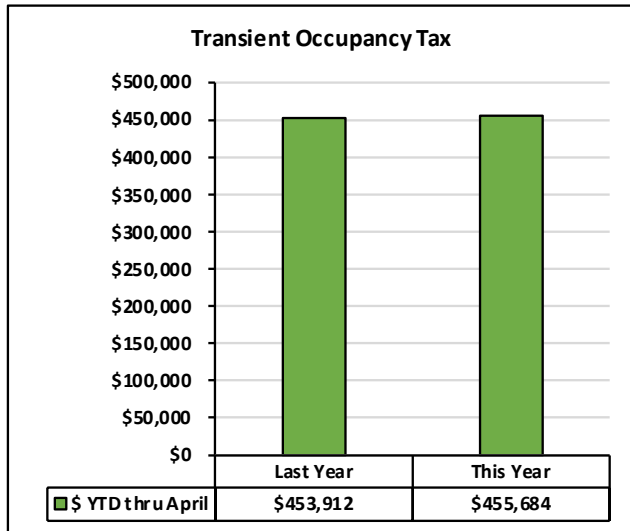
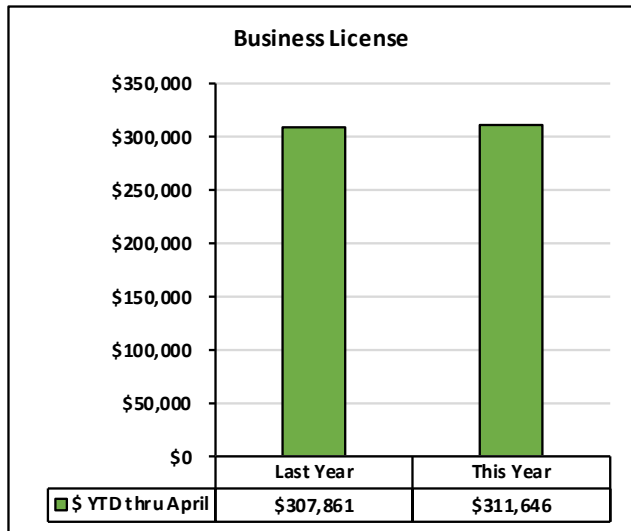
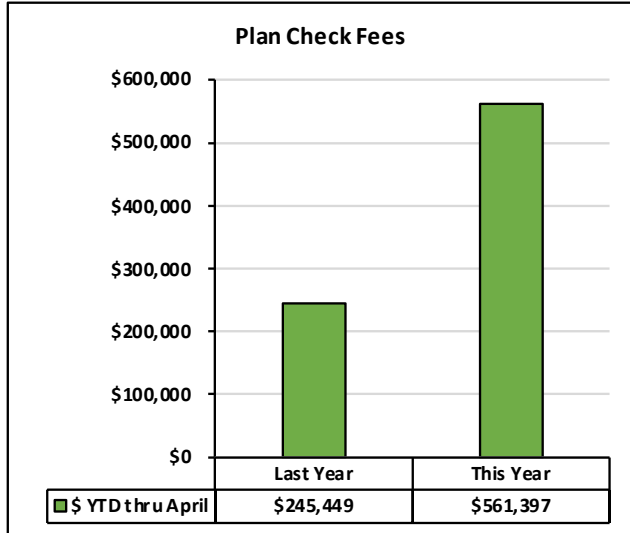
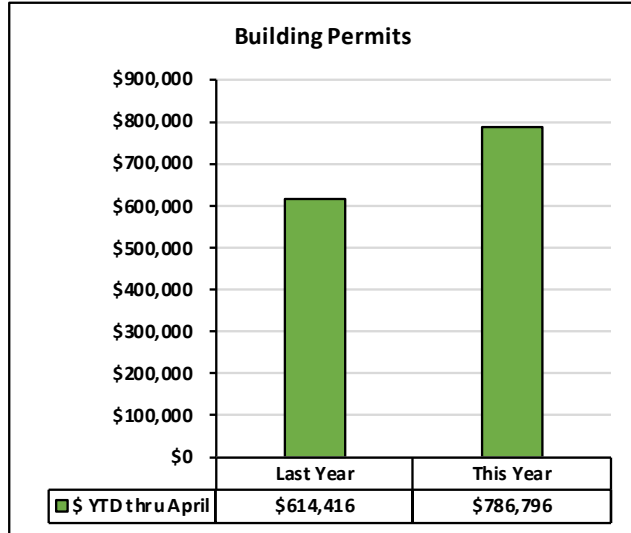
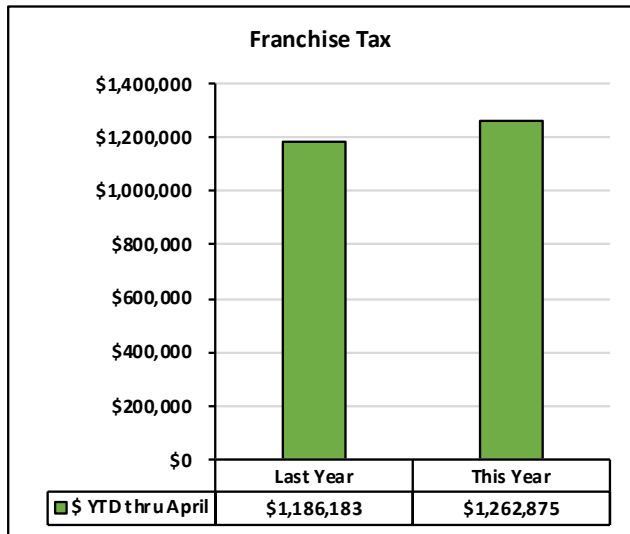
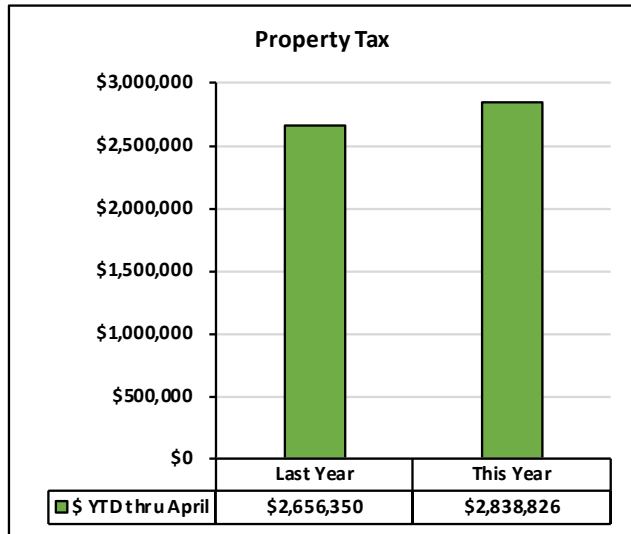
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through April versus Prior Year



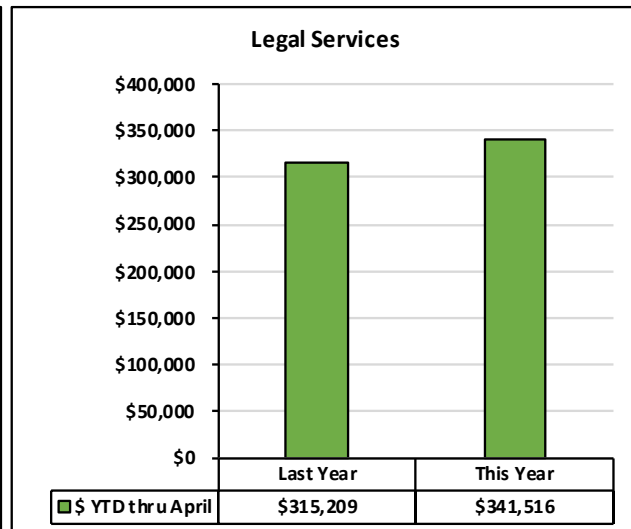
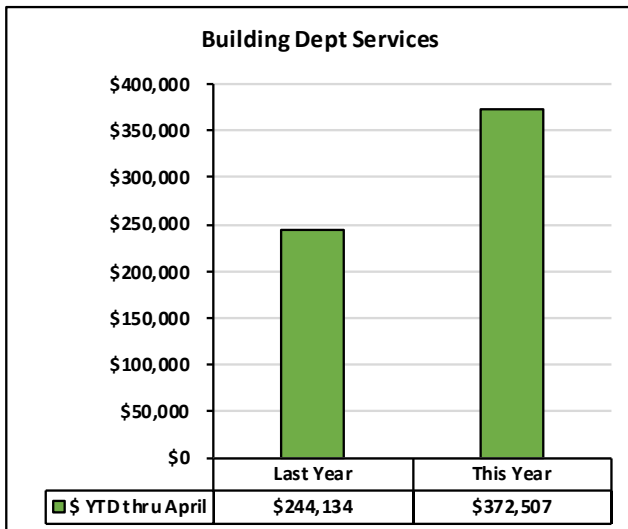
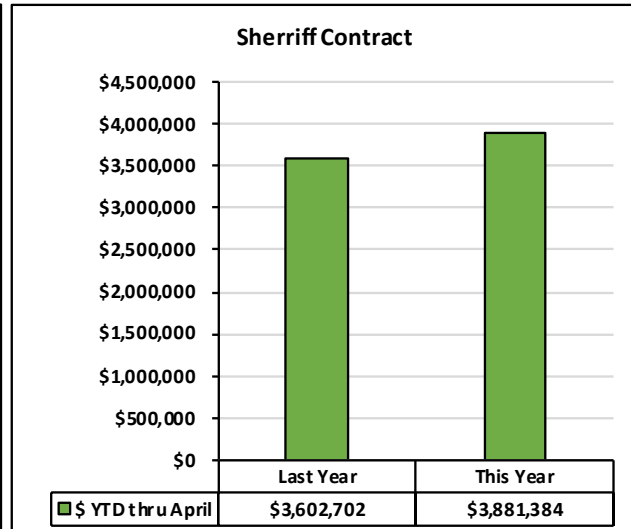
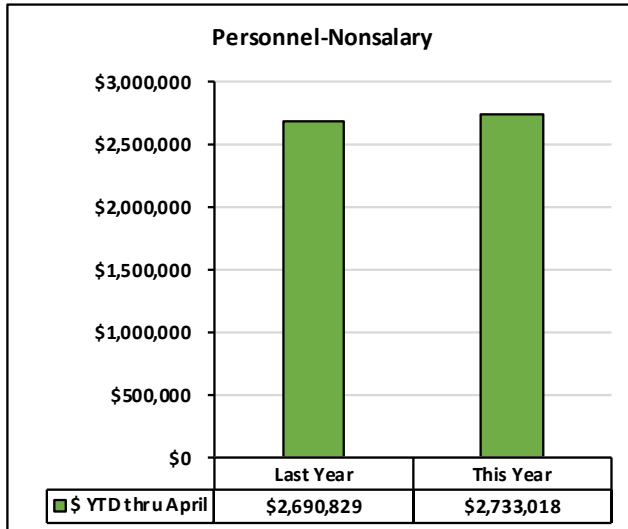
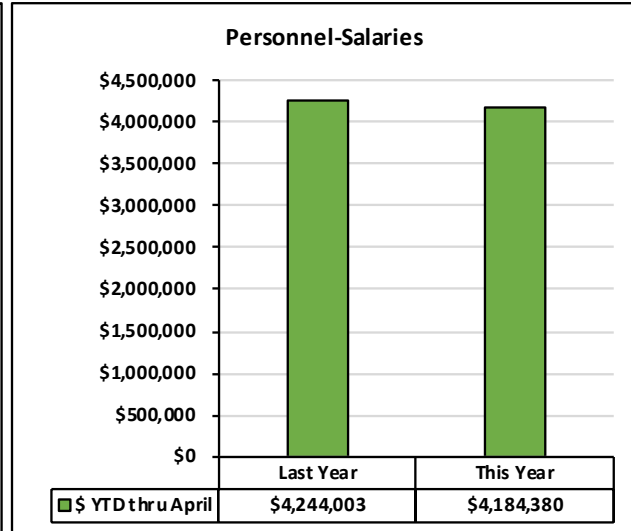
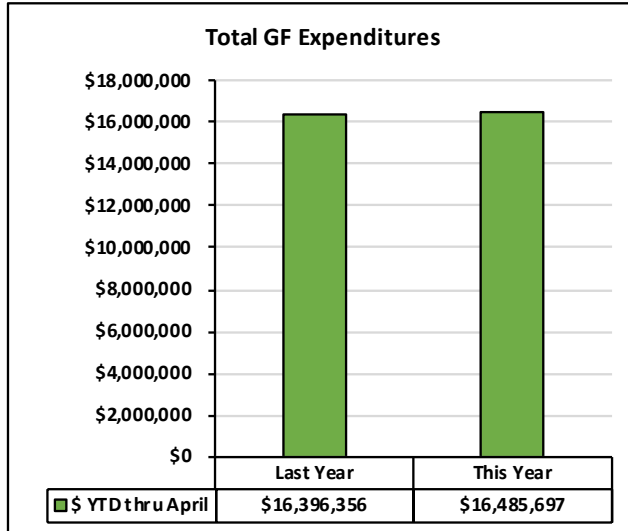
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2023-24 Year-to-Date Through April versus Prior Year



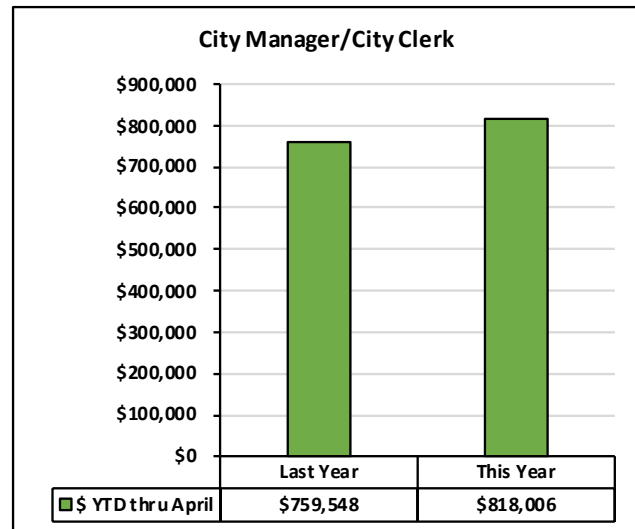
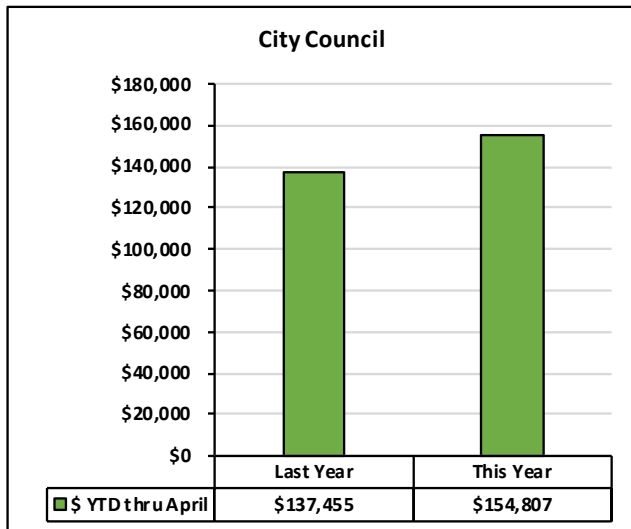
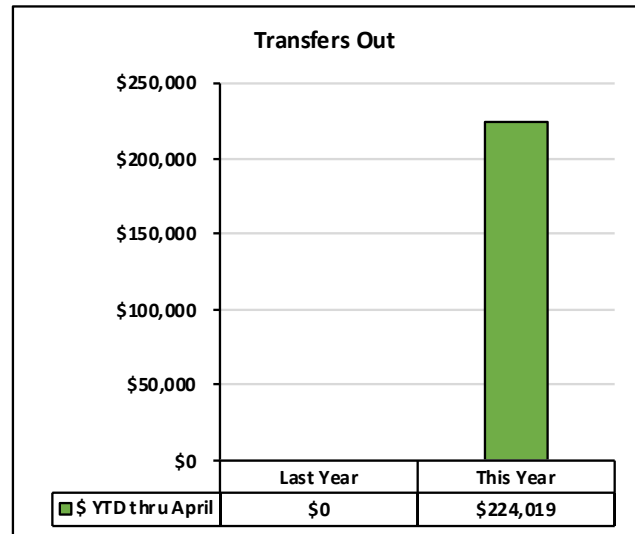
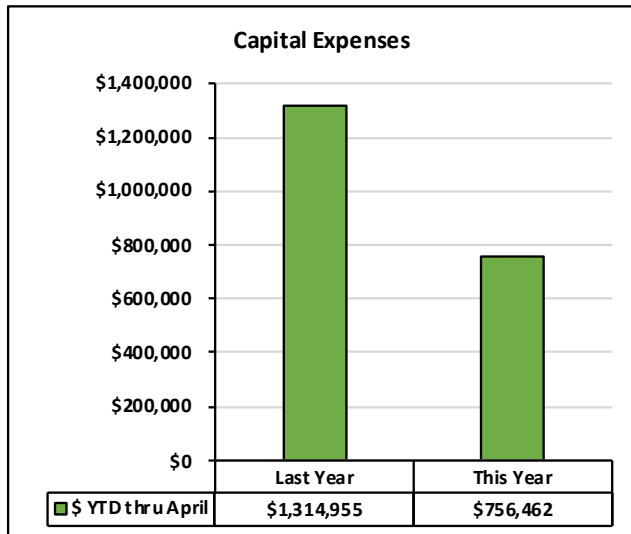
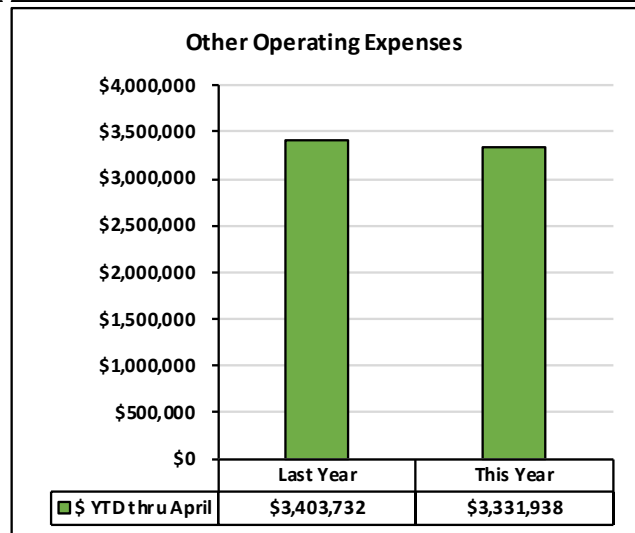
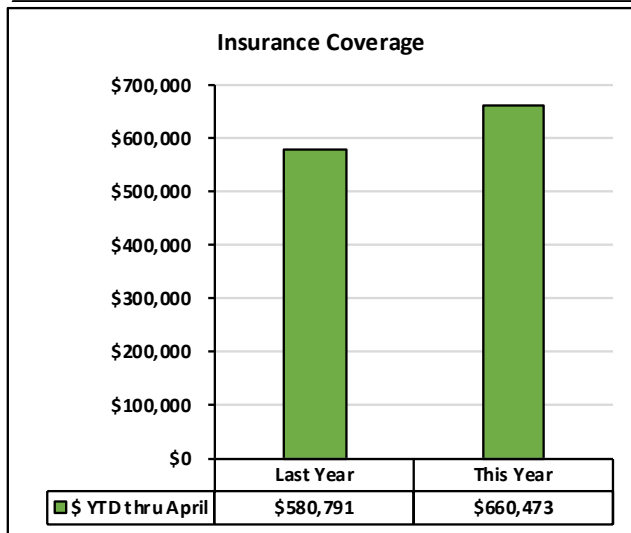
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through April versus Prior Year



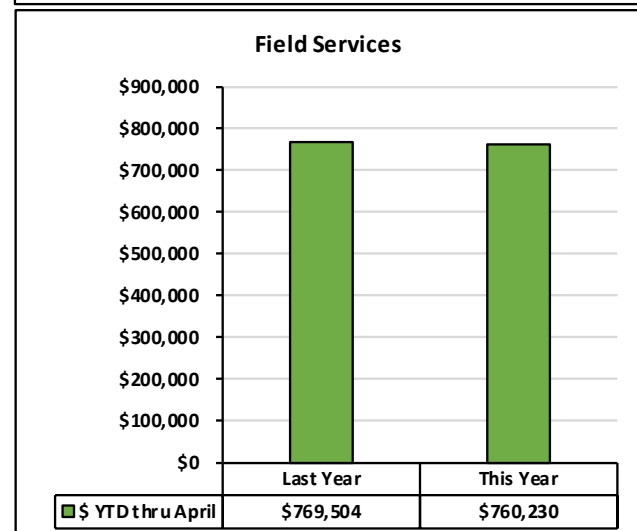
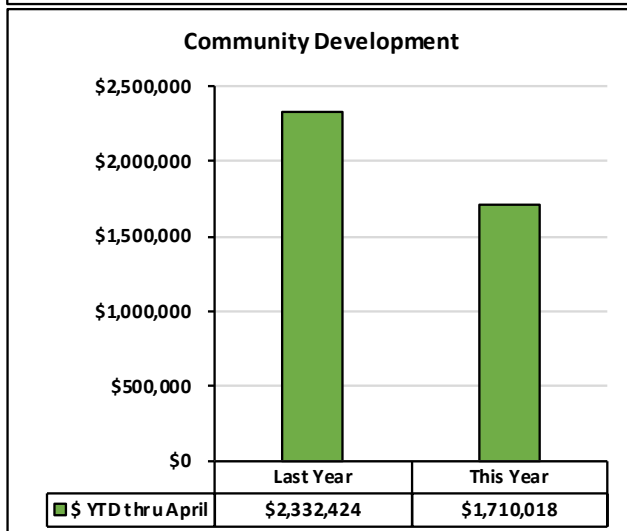
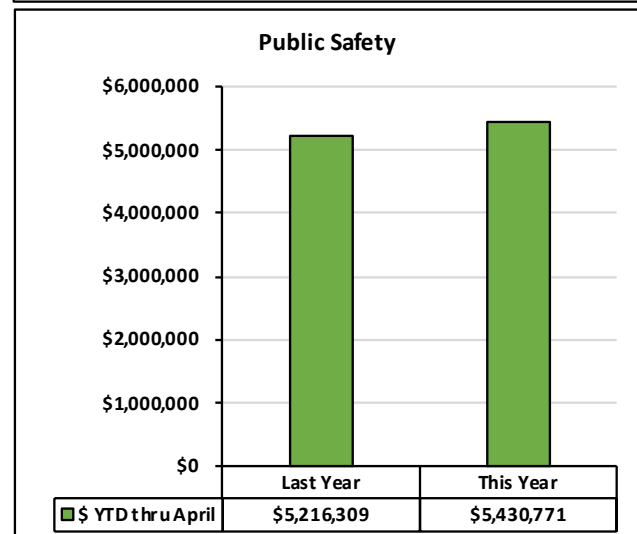
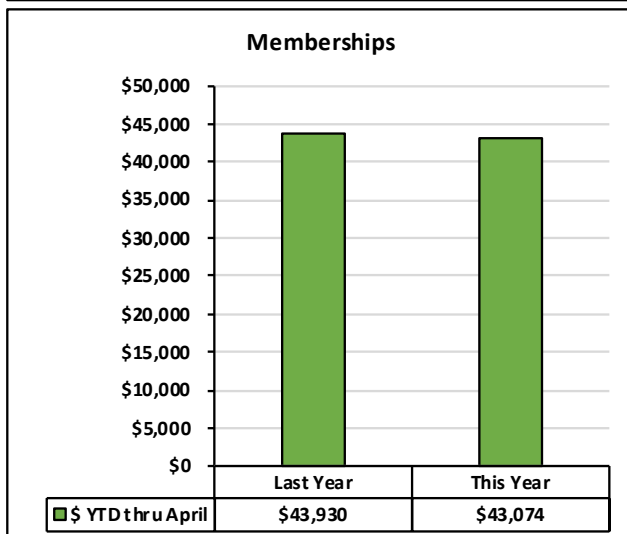
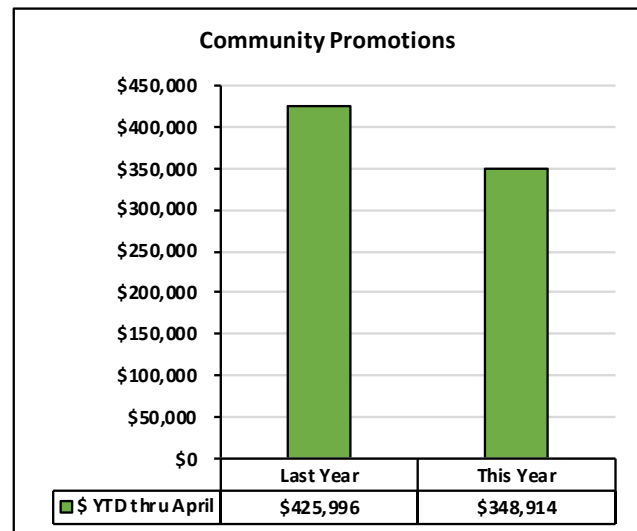
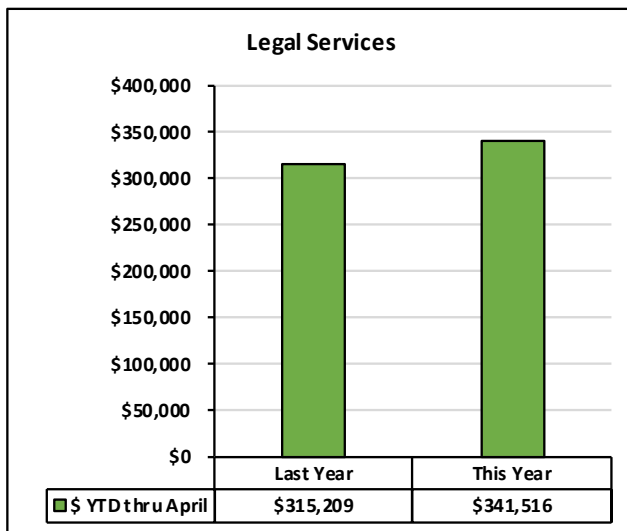
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through April versus Prior Year



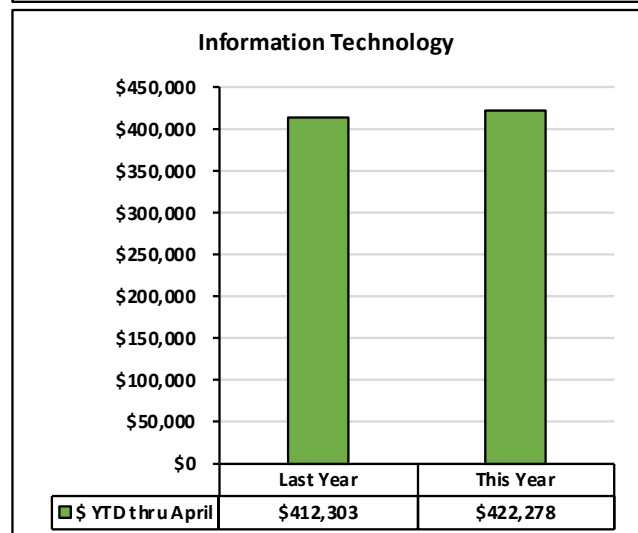
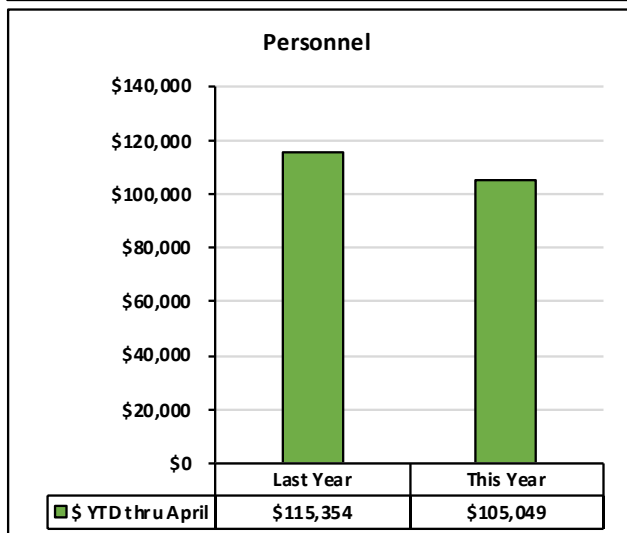
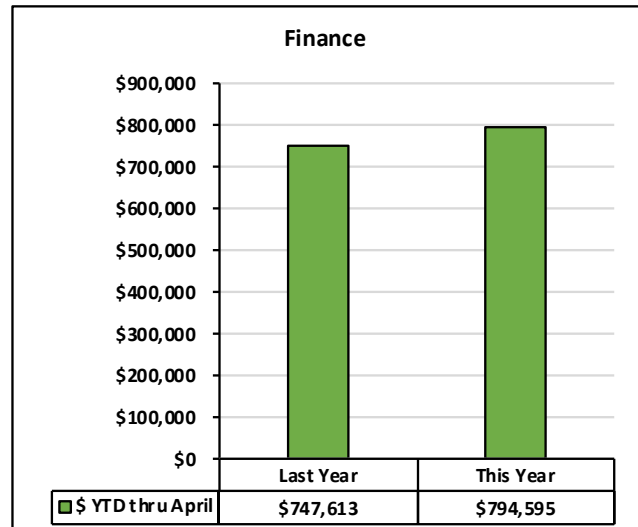
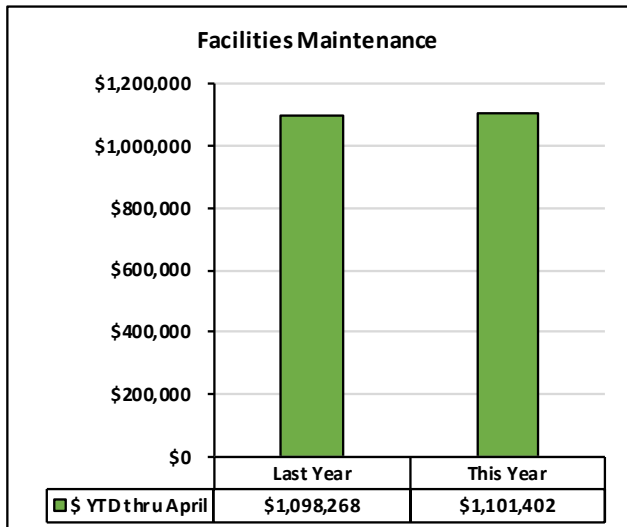
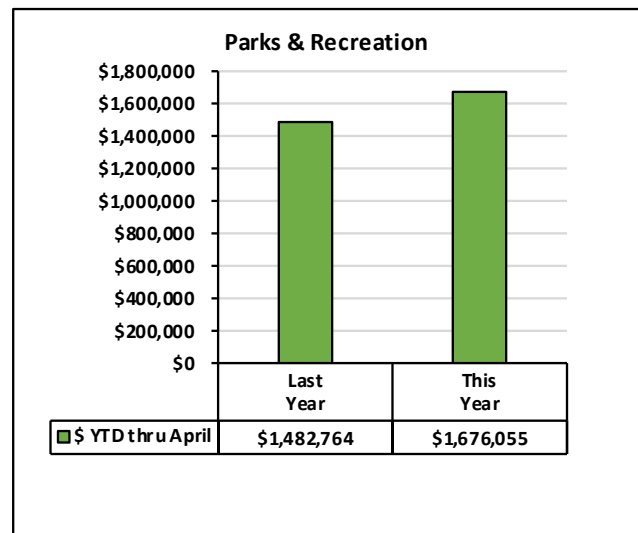
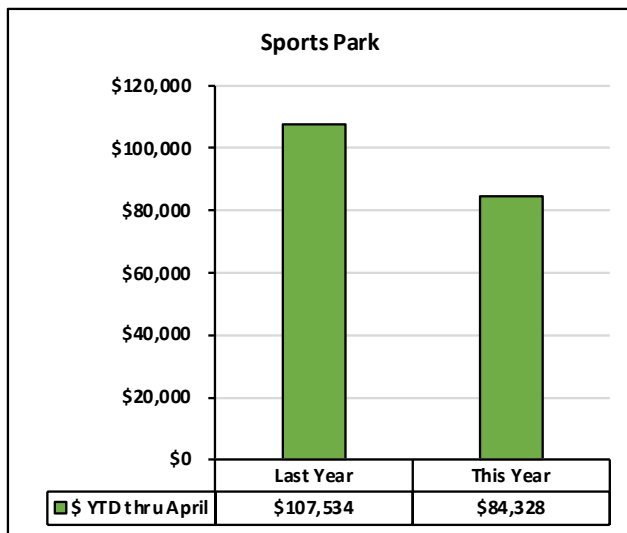
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through April versus Prior Year



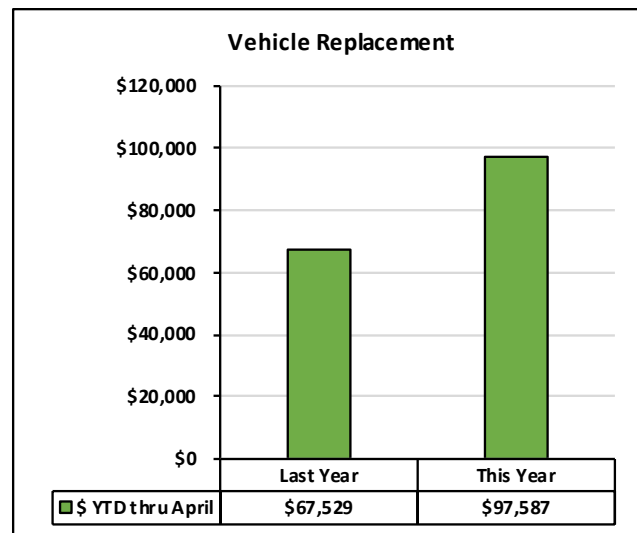
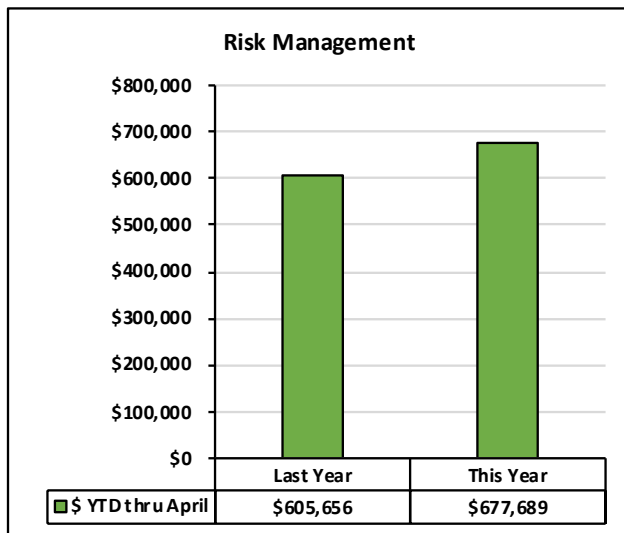
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2023-24 Year-to-Date Through April versus Prior Year



CITY OF DUARTE

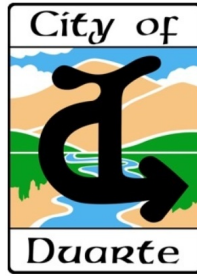
General Fund Expenditures by Category & Division *FY 2023-24 Year-to-Date Through April versus Prior Year*



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2023-24 Year-to-Date Through April

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	31,805,212	17,570,479	0	16,261,678	224,019	1,084,781	32,889,993
220	Gas Tax	2,149,582	504,936	0	356,728	0	148,208	2,297,790
225	SB1/RMRA	842,668	397,436	0	51,440	0	345,996	1,188,664
240	Lghtng & Lndscpng	67,652	869,866	0	1,000,816	0	(130,950)	(63,298)
260	CDBG	0	3,890	0	109,726	0	(105,836)	(105,836)
270	PAEG	41,268	15,085	0	3,348	0	11,737	53,005
290	Supp Law Enfrmnt	0	187,030	0	141,062	0	45,967	45,967
300	Bike & Ped Safety	0	0	0	22,800	0	(22,800)	(22,800)
320	Air Quality (AQMD)	150,835	17,498	3,182	25,110	0	(4,431)	146,404
400	Park Development	(18,808)	29,944	0	90,630	0	(60,686)	(79,494)
420	Quimby	68,861	1,157	0	0	0	1,157	70,019
440	Prop A	948,893	500,923	0	316,884	0	184,039	1,132,932
460	Prop C	260,957	406,764	0	255,340	0	151,424	412,381
470	Mea R	652,248	307,158	0	112,929	0	194,228	846,476
475	Mea M	1,081,960	352,855	0	15,910	0	336,945	1,418,905
490	Mea W	342,985	258,385	0	153,659	0	104,726	447,711
520	Town Cntr Debt Serv	0	0	0	0	0	0	0
521	Infra Mod Debt Srv	0	0	220,837	220,837	0	0	0
610	Inclusionary Hsng	538,092	9,044	0	0	0	9,044	547,136
620	Community Impr	811,851	24,314	0	1,658,146	0	(1,633,832)	(821,981)
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	2,042,652	34,276	0	17,443	0	16,832	2,059,484
681	Fmr RDA L/M Hsg	4,100,079	54,028	0	8,120	0	45,908	4,145,987
Total - All Funds		45,886,986	21,545,065	224,019	20,822,606	224,019	722,459	46,609,445



ITEM: 12.F

Receive and File the Public Safety Department Update

Recommended Action:

Receive and File the Public Safety Department Update.

Attachments:

[12.F - Public Safety Department June 2024.pdf](#)



PUBLIC SAFETY STATUS REPORT June 2024



PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	While Part 1 crimes have seen a 2.41% increase compared to the same time period last year, it is important to highlight the positive trend over the past five years, during which there has been a significant reduction of 10.99%. This positive trend reflects our ongoing focus on public safety issues. Grand Theft Autos and Robberies stand out as key metrics within Part 1 crimes, indicating areas where our focused efforts can sustain and further this positive trajectory.
2. Special Assignment Team	Our Special Assignment team diligently investigates a wide range of crimes. During this reporting period, the team has adjusted their hours to overnight operations, focusing on Business Robberies, Catalytic Converter Thefts and stolen vehicles. The team, in collaboration with the Sheriff's Department's specialized units, Duarte's Code Enforcement, and Duarte's Animal Control officers, executed a warrant for the apprehension of six individuals. Of these, five were located and arrested for unrelated felony charges, including but not limited to possession of a firearm by a felon. During this operation, Animal Control secured the animals at each location, allowing deputies to conduct their searches safely. Meanwhile, Code Enforcement identified violations on the exterior of the locations, which will be addressed over time. The Special Assignment Team has done a remarkable job coordinating these efforts, integrating critical partners during each warrant execution, and working seamlessly with various Sheriff's Department personnel. This high level of collaboration and coordination has led to extremely positive outcomes, demonstrating the team's exceptional efficiency and effectiveness. The Special Assignment Team has also focused on enforcing municipal code violations in partnership with Code Enforcement Officers and the City Prosecutor. Their efforts have targeted issues such as trespassing, public drinking, shopping cart violations, facility curfews and public nudity. Through these efforts, the City Prosecutor obtained a stay order against a long-standing male offender in his late 20s, preventing him from accessing various city locations. Additionally, the Prosecutor offered a drug rehabilitation program in lieu of criminal prosecution. This approach resulted in the individual staying away from the city for several months.

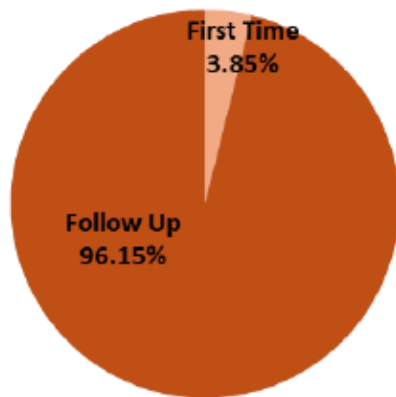
PROJECT/PROGRAM	STATUS
	and engaging with the court for rehabilitation, marking a significant step toward his recovery and reintegration into society.
3. Neighborhood Watch	Our dedicated Public Safety Staff and Deputies recently held a neighborhood watch meeting in the Bashor and Las Lomas area. During the meeting, our team shared valuable law enforcement tips to help residents avoid becoming victims of crime. They also addressed numerous questions about the city's development and received feedback from residents to guide future patrol efforts.
<u>MEASURE H and OUTREACH COORDINATION</u>	
1. Outreach Coordinator	Tony Hadloc, the Outreach Coordinator, has been serving in this position since August 2018. According to his unofficial homeless count for the month, there are 21 individuals experiencing homelessness. Over the course of this month, Tony Hadloc has had 175 interactions with individuals facing homelessness, providing them with essential services and information regarding Duarte Regulations. Emily Lepone, our dedicated Code Enforcement Officer, assumed her role on October 3, 2022. Since then, she has been diligently overseeing the enforcement of regulations related to outdoor camps, shopping carts, park rules, public right-of-way violations, and addressing nuisances within both our commercial establishments and residential areas. Her proactive initiatives have yielded significant results, including the protection of vacant businesses and their utilities, as well as safeguarding occupied businesses from utility theft. Her current focal point revolves around the Duarte's LA County Library, Duarte Teen Center, Big Lots shopping center, the area near and around the Habit Restaurant and CarMax. On June 5th, 2024, Duarte's Homeless Outreach Team, including Special Assignment Deputies, Code Enforcement Officers, and an Outreach Coordinator, collaborated with LA County's Pathway Home team to locate and offer services to long-standing homeless individuals with ties to Duarte. Of the ten individuals identified as top priority for the City of Duarte, six accepted placement in the Pathway Home transitional housing project, funded by Measure H. It is important to note that all ten priority individuals were offered a room, but only six accepted. Those who declined, as well as additional individuals beyond the initial ten, were placed on a secondary list. They will be considered for housing as the six transition into permanent housing or as bed space becomes available.
2. L.A. CADA	The L.A. CADA High Acuity Team, dedicated to assisting individuals experiencing homelessness for over a year, commenced their operations in the City of Duarte on August 2, 2022. During this reporting period the high

PROJECT/PROGRAM	STATUS
	acuity team engaged 26 individuals of which 1 were first-time encounters, 25 follow up with 0 individual refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Park, and Huntington Drive. Similarly, the L.A. CADA Supplemental Program, focused on individuals who are recently homeless or at risk of homelessness, began their work in the City on Thursday, September 22, 2022. During this reporting period the supplemental team engaged 19 individuals of which 4 were first-time encounters, 19 follow-ups with 0 individuals refusing supportive services. The primary areas with the highest number of encounters were identified as Duarte Park and 99 Cents Store.
3. 2023 LAHSA Official Homeless Count	Duarte – 26 in 2023 (11 in 2022) Monrovia – 76 in 2022 Arcadia – 174 in 2022 Irwindale – 213 in 2022 Azusa – 220 in 2022 The Homeless Count for Duarte was conducted on January 23, 2024. Preliminary analysis is underway before official results are published. Unofficial raw data suggests a total count of 21 individuals experiencing homelessness.
EMERGENCY PREPAREDNESS	
1. Emergency Operations Center (EOC)	We are thrilled to share the news of our partnership with LA County Fire to bring an in-person CERT Class to our community. The scheduled dates are as follows: Friday, September 13, from 5 PM to 9 PM, and Saturday and Sunday, September 14/15, from 8 AM to 5 PM, providing an extensive 3-day intensive course. CERT (Community Emergency Response Team) is a vital program that empowers individuals to respond effectively during emergencies and disasters. By equipping participants with essential skills in first aid, search and rescue, and disaster response coordination, CERT plays a crucial role in enhancing community resilience and preparedness. Hosting this class will not only educate and empower individuals but also contribute significantly to the safety and well-being of our community during times of crisis.



DUARTE

HIGH ACUITY MAY REPORT



STATS OVER THE PAST MONTH

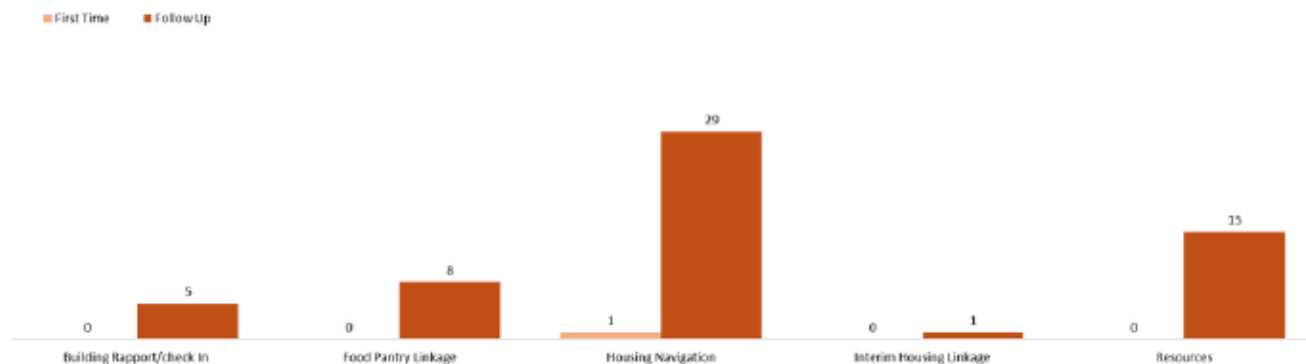
According to our data collected on 5/01/2024 to 5/31/2024, we made **26 engagements** of which **1** were first-time engagements, **25** follow up engagements with **0** engagements refusing supportive services.

HIGHLIGHT

- Team linked 8 individuals to Food Pantry services at Shepherd's Pantry.
- Team linked 1 individual to Interim Housing services located at Soul Housing.

FUTURE GOALS

- Continue to prioritize HMIS enrollment, data entry and conduct required assessments.



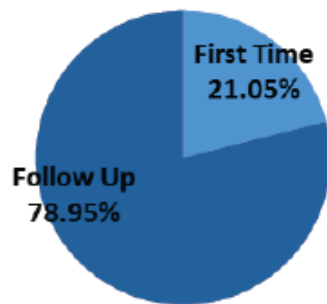
Locations with the highest amount of encounters this month:

**FOOTHILL
ENCAMPMENT**

**DUARTE
PARK**

DUARTE

SUPPLEMENTAL SERVICES MAY REPORT



STATS OVER THE PAST MONTH

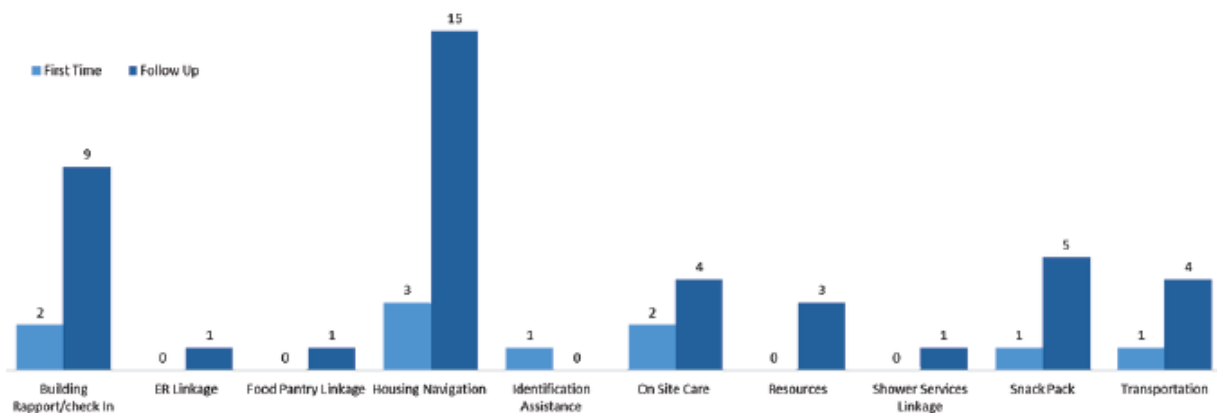
According to our data collected on 5/01/2024 to 5/31/2024, we made **19 engagements** of which **4 were first-time engagements**, **19 follow up engagements** with **0 engagements refusing supportive services**.

HIGHLIGHT

- Team linked 1 individual to Food Pantry services located at Shepherd's Pantry.
- Team linked 1 individual to Shower services located at Shower of Hope.

FUTURE GOALS

- Focus outreach efforts with individuals that are proactively working towards their housing plans.
- Continue to prioritize HMIS enrollment and data entry.



Locations with the highest amount of encounters this month:

**DUARTE
PARK**

**99 CENTS
STORE**



ITEM: 12.G

One Year and One Year Option Professional Services Agreement with R3 Consulting Group, Inc. for On-Call SB 1383 Support Services

Recommended Action:

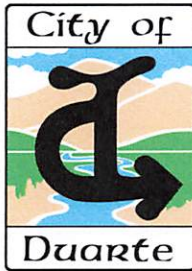
1.) Approve a one year with an option for an additional year agreement for professional services between the City of Duarte and R3 Consulting Group, Inc. for a not-to-exceed amount of \$53,114 (FY 2024-25 - \$26,100 and FY 2025-26 - \$27,014) to provide On-Call SB 1383 Support Services; and 2.) Authorize the City Manager to execute the agreement.

Attachments:

[12.G - Staff Report One Year and One Year Option PSA with R3 Consulting Group, Inc.pdf](#)

[12.G - Attachment A. - R3 PSA.pdf](#)

[12.G - Attachment B. - On-Call FY 24-25 - R3 Proposal.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: One Year and One Year Option Professional Services Agreement with R3 Consulting Group, Inc. for On-Call SB 1383 Support Services

RECOMMENDATION: It is recommended that the City Council: 1.) approve a one year with an option for an additional year agreement for professional services between City of Duarte and R3 Consulting Group, inc. for a not-to-exceed amount of \$53,114 (FY 2024-25 -\$26,100 and FY 2025-26 -\$27,014) to provide On-Call SB 1383 Support Services; and 2.) authorize the city manager to execute the agreement.

FISCAL IMPACT: The FY 2024-25 budget allocated \$26,100 for SB 1383 implementation support services in the general fund (1825-7687).

BACKGROUND

On July 2022, the City executed a two year agreement with R3 Consulting to ensure compliance with SB 1383. Since then, it has played a pivotal role in the City reaching full compliance. Currently, R3 Consulting provides the following services for the City:

- Assist in planning, tracking, and implementing an action plan to reach full compliance
- Attend monthly meetings with the City's franchise trash hauler, Burrtec Waste Industries, to discuss commercial and residential organic waste recycling requirements including program design, timeline, and education
- Submit the City's SB 1383 Organic Waste and Edible Food capacity Planning data as required by L.A. County and the State of California

ANALYSIS

For 2024, CalRecycle's implementation timeline is transitioning from its planning and outreach phase to enforcement phase. Therefore, the City's primary focus is facilitating compliance amongst our tier 1 and tier 2 edible food generators to meet edible food recovery mandates as well as implementing sustainable, long-term solutions to meet its annual procurement mandates.

Moreover, R3 will continue to prepare and submit mandated reporting such as the Electronic Annual Report (EAR) on the City's behalf, assist in reviewing Burrtec's annual performance review, and provide recordkeeping assistance via our online portal.

The agreement's term is one year and an option for one year to provide flexibility to the City, if it finds that R3 Consulting's services are no longer needed to implement SB 1383 programs.

If approved, the scope of work would include the following:

- Ongoing planning and implementation assistance for SB 1383
- Review of Burrtec's annual rate adjustment
- Food Waste Reduction Planning and Food Recovery
- Ongoing support for the implementation of the solid waste ordinance
- Contract management assistance
- Electronic Annual Report compilation and submittal
- As needed on-call support

RECOMMENDATION

It is recommended that the City Council: 1.) approve a one year with an option for an additional year agreement for professional services between City of Duarte and R3 Consulting Group, inc. for a not-to-exceed amount of \$53,114 (FY 2024-25 -\$26,100 and FY 2025-26 - \$27,014) to provide On-Call SB 1383 Support Services; and 2.) authorize the city manager to execute the agreement.

FISCAL IMPACT

The FY 2024-25 budget allocated \$26,100 for SB 1383 implementation support services in the general fund (1825-7687).

ATTACHMENTS

Attachment A - Professional Services Agreement Between City of Duarte and R3 Consulting, Inc.

Attachment B - R3 Consulting Group, Inc. On-Call Consulting Services Proposal

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of July 1, 2024 (“**Effective Date**”), by and between the City of Duarte (“**City**”), and R3 Consulting Group, Inc., a California corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide on-call consulting services as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall have a term of one (1) year commencing from the Effective Date of this Agreement (“**Initial Term**”) (i.e., July 1, 2024, to June 30, 2025). Following the conclusion of the Initial Term, the Agreement shall renew automatically, beginning after the expiration of the Initial Term, for a maximum of a one (1) year extension term, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide On-Call SB 1383 Support Services. The services are more particularly described in the “**Scope of Services**,” which is attached hereto and incorporated herein by this reference as Exhibit A. The services may be referred to herein as the “**Services**” or “**Work**.” In the event of any inconsistency between the terms of Exhibit A and this Agreement, the terms of this Agreement shall govern.

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

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

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

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

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

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

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

(including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

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

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **FIFTY-THREE THOUSAND, ONE HUNDRED AND FOURTEEN DOLLARS (\$53,114)**, based on the Scope of Services set forth in Exhibit A.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

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

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

8. INDEMNIFICATION

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

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

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

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; 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
Attn: Andres Rangel, Assistant to the City Manager/PIO
1600 Huntington Drive
Duarte, California 91010

If to Consultant: R3 Consulting Group, Inc.
Attn: Alex Soulard, Managing Consultant
1512 Eureka Road, Suite 220
Roseville, CA 95661

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

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

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

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Brian Villalobos, City Manager

Date: _____

By: Gareth Schulz

Its: Principal

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

On-Call Consulting Services for Fiscal Year (FY) 2024-25 – R3 Proposal

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

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

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

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

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

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

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

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

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

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

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

March 18, 2024

Mr. Andres Rangel
Assistant to the City Manager
City of Duarte
1600 Huntington Drive, Duarte, CA 91010
submitted via email: arangel@accessduarte.com

SUBJECT: On-Call Consulting Services for Fiscal Year (FY) 2024-25 – R3 Proposal

Dear Mr. Rangel,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to provide On-Call Consulting Services for FY 2024-25, with an optional one-year extension, for the City of Duarte (City).

Our proposal includes a scope of work and cost for the following matters:

- » Planning and implementation assistance for Senate Bill (SB) 1383.
- » Review of Burrtec's annual rate adjustment.
- » Food Waste Reduction Planning and Food Recovery
- » Ongoing support for the implementation of the solid waste ordinance.
- » Contract management assistance.
- » Electronic Annual Report compilation and submittal.
- » Four quarterly meetings and as-needed on-call support.

Alex Soulard, Managing Consultant, will serve as Project Lead and primary point of contact for this engagement. Alex will be supported by **Rose Radford**, Director, and **Maryann Hulsman**, Consultant. **Garth Schultz**, Principal, will provide strategic direction and assistance as needed. As President of R3, Garth has the authority to contractually obligate R3 and negotiate contacts on behalf of the organization.

* * * * *

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Alex Soulard | *Managing Consultant*
R3 Consulting Group, Inc.
707.888.8693 | asoulard@r3cgi.com



Garth Schultz | *Principal*
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

1. SCOPE OF WORK

Task 1 SB 1383 Planning and Implementation

R3 has assisted many jurisdictions in monitoring and planning for changes in solid waste programs that are needed under the SB 1383 regulations.

R3 has assisted the City in planning for the requirements stipulated in the regulations for the past three years, training City staff on the requirements, engagement with the Los Angeles Regional Agency (LARA), the San Gabriel Valley Council of Governments (SGVCOG), surrounding jurisdictions, and other stakeholders.

Now, our team proposes to:

- » Play a coordinating role with the City and Burrtec on the universal organics roll-out as it may continue.
- » Review Burrtec updates in Recyclist, Burrtec's Annual Report, and customer newsletters to ensure that the public education provided by Burrtec facilitates full compliance with the outreach and education requirements of SB 1383.
- » Assist staff in planning for staff activities to comply with SB 1383.
- » Assist staff in coordination with other regional entities on procurement and edible food recovery planning efforts.

Task 1 Deliverable

- SB 1383 planning and implementation, including assistance to staff on meeting requirements not covered by the contract with Burrtec.

Task 2 Annual Rate Adjustment

Should the City and/or Burrtec desire to amend the franchise agreement and/or request a rate adjustment, R3 will assist the City by completing the following general activities:

- » Review Burrtec's proposals as provided to the City (and supplied by the City to R3) to assess reasonableness, compare to general industry trends and best practices, and provide recommendations based upon our firm's experience and our individual expertise.
- » Provide analysis, findings, and recommendations to the City regarding Burrtec's proposals.

Our review will include the following steps:

- » Confirm that Burrtec provided the required information.
- » Verify that Burrtec correctly calculated and applied the appropriate escalation factors.
- » Verify that Burrtec correctly recalculated the Maximum Rates.
- » Make any necessary corrections to Burrtec's calculations and Maximum Rates and verifying the changes with City Staff and Burrtec.
- » Prepare an electronic memorandum summarizing the results of Burrtec's rate adjustment request for City Staff.
- » Assist in drafting resolution adopting Maximum Rates sheets for approval by City Council.

Task 2 Deliverables

- Electronic memorandum describing analysis, findings, and recommendations to the City regarding Burrtec's proposal.
- Meetings with the City and Burrtec, as needed.

Should the City desires full-service negotiations assistance, our team can provide a separate proposal for such assistance upon request.

Task 3 Solid Waste Ordinance Ongoing Support

R3 has assisted the City in the implementation of solid waste ordinance updates, which included noticing to covered waste generators informing them of the requirement to subscribe to service and providing the self-haul documentation form for them to use to document compliance. This task will support additional notifications and review of outreach materials to generators, as determined appropriate by the City.

Task 3 Deliverables

- Review of Burrtec’s covered compliant and non-compliant businesses for AB 341 and 1826, and SB 1383 regulations.

Task 4 Edible Food Recovery Program Support

Establishing and implementing food recovery programs can be challenging, but the City is already well positioned for compliance as a member of LARA and the SGVCOG. The County is responsible for several of the key aspects of planning for SB 1383, including planning for edible food capacity in the County, identification of edible food recovery organizations and assessment of those organizations’ capacity, as well as any need for additional capacity in the County.

R3 will engage the County, LARA and the SGVCOG to request available information about the County’s current edible food recovery implementation efforts. R3 will engage the County and LARA to the extent needed to understand the program and reporting requirements and will conduct the necessary activities for compliance as requested by the City.

Task 4 Deliverables

- Monthly email summary reports and required CalRecycle Reporting data.

Task 5 Contract Management Assistance

We propose to assist the City in managing key programs covered under the contract to facilitate the City’s oversight over Burrtec activities. This year, R3 will refresh our findings from the prior performance review and will compile a list of compliance related issues and potential solutions based upon best available information.

Task 5 Deliverables

- Ongoing support for contract management with Burrtec.
- Review of annual reports and Recyclist data as submitted by Burrtec and the City for key matters of interest, including diversion, and education and outreach activities.

Task 6 Electronic Reports to CalRecycle

R3 provided support to the City in preparing the 2021 and 2022 Electronic Annual Reports (EAR) to CalRecycle on an on-call basis. We propose to assist the City in a similar fashion for this year’s EAR.

With additional planning and lead time, and with our familiarity with the solid waste programs offered in Duarte, R3 will assist in expanding the level of detail provided in this year’s EAR, which includes the third report to CalRecycle on SB 1383 compliance.

The schedule for such CalRecycle reports is as follows:

TASK	COMPLETION DATE
First Draft EAR	July 1 of each year
Final Draft & Submission of EAR	August 1 of each year

Based on R3's review of the City's programs and discussion with City staff and Burrtec, R3 will identify any additional information or data needs for the various programs for inclusion in the EAR. Information requests will then be submitted to the various parties, as applicable, to obtain the required information.

Additional value-added benefits include:

- » Review of existing program descriptions and expansion for additional documentation of the excellent diversion programs active in Duarte.
- » Review and entry of data from various data sources and follow up analysis of submitted data when needed.
- » Coordination of organics capacity planning data submittal to LARA.

Using the information gathered, R3 will draft the EAR and provide a draft to the City for review and comment. Our team will then finalize the EAR and submit to the City for submission to CalRecycle. At the City's discretion, R3 will upload the information to CalRecycle's website for submittal.

Our task budget assumes that Burrtec will provide the City with Recyclist data updates and annual reports of all information required for the EAR on a timely basis (e.g., within 45 days after the end of each quarter). As necessary, R3 will follow up with Burrtec to assure that all available information is accurately reported in the Annual Report.

Task 6 Deliverables

- One (1) "needs list" containing additional requested information from City staff and Burrtec.
- One (1) electronic draft EAR initial report for review by City staff.
- One (1) electronic copy of the final EAR by August 1 of each calendar year.

Task 7 Regular Meetings and On-Call Support

In support of, and in addition to, the deliverables in Tasks 1-6, R3 will virtually attend biweekly meetings with City staff and monthly meetings with the City and Burrtec each year. R3's participation in these meetings will be to coordinate with the City and Burrtec schedule, information needs, and deliverables related to the other tasks included in this proposal. R3 will also provide additional on-call support as needed by the City on all solid waste matters up to our annual contract limit.

Task 7 Deliverables

- Virtual attendance at regular meetings with the City and Burrtec each year.
- On-call support and deliverables as needed and as agreed upon.

2. PROJECT BUDGET

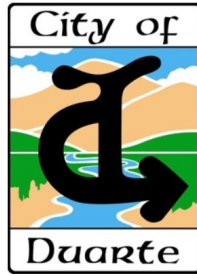
R3 proposes to complete the project for a total cost of **\$26,100** for the first year of the contract, and **\$27,014** for an optional one-year extension, for a total of **\$53,114**. **Table 1**, below, shows the total cost breakdown by task. Additional consulting services beyond those proposed will be charged at the hourly billing rates shown in **Table 2**, below. Fees for work completed will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date. R3's hourly rates went into effect January 1, 2024, and are subject to periodic adjustments based upon CPI.

Table 1: Cost Breakdown

TASK	HOURS	COST
1. SB 1383 Planning and Implementation	25	\$ 5,175
2. Annual Rate Adjustment	20	\$ 4,875
3. Solid Waste Ordinance Ongoing Support	10	\$ 1,950
4. Edible Food Recovery Program	8	\$ 1,440
5. Contract Management Assistance	10	\$ 2,325
6. Electronic Reports to CalRecycle	28	\$ 5,655
7. Quarterly Meetings and On-Call Support	24	\$ 4,680
SUBTOTAL, Fiscal Year 24-25	125	\$ 26,100
Optional: One-Year Extension (Fiscal Year 25-26)		\$ 27,014
TOTAL, Fiscal Years 24-26		\$ 53,114

Table 2: Standard Hourly Rates

CLASSIFICATION	HOURLY RATE
Principal	\$ 300 per hour
Sr. Director	\$ 300 per hour
Director	\$ 255 per hour
Sr. Managing Consultant	\$ 235 per hour
Managing Consultant	\$ 210 per hour
Sr. Consultant	\$ 200 per hour
Consultant	\$ 180 per hour
Associate Consultant	\$ 165 per hour
Expert Witness	1.5x Rates Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At Current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost



ITEM: 12.H

Amendment No. 1 to the City Manager Employment Agreement

Recommended Action:

Approve Amendment No. 1 to the City Manager Employment Agreement.

Attachments:

[12.H - Staff Report - Amendment No. 1 to CM Employment Agreement.pdf](#)

[12.H - Amendment No. 1 to City of Duarte City Manager Employment Agreement.pdf](#)

[12.H - June 1, 2023, City of Duarte City Manager Employment Agreement.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: Amendment No. 1 to the City Manager Employment Agreement

RECOMMENDATION: It is recommended that City Council approve Amendment No. 1 to the City Manager Employment Agreement.

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

BACKGROUND

Brian Villalobos was selected by the City Council of the City of Duarte in June 2023 to become the City Manager. The City Council and City Manager Villalobos are currently undergoing an evaluation and negotiations process, and therefore the parties mutually agree to amend the term of the 2023 City of Duarte City Manager Employment Agreement in order to facilitate such discussions in a thoughtful manner.

Amendment No. 1 to City of Duarte City Manager Employment Agreement includes the following modifications:

- Extend the term of the original agreement to August 30, 2024, rather than June 30, 2024.
- Remove language from the original agreement regarding automatic cost of living adjustment increases when other full-time employees receive cost of living increases.
- Add a provision requiring retroactive pay for the City Manager to July 1, 2024, if the City Council and City Manager agree on a salary increase.

No other changes to the original agreement are proposed at this time.

RECOMMENDATION

It is recommended that City Council approve Amendment No. 1 to the City Manager Employment Agreement.

FISCAL IMPACT

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

ATTACHMENTS

1. Amendment No. 1 to City of Duarte City Manager Employment Agreement
2. June 1, 2023, City of Duarte City Manager Employment Agreement

AMENDMENT NO. 1 TO CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDMENT NO. 1 TO CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT (the “Amendment”) is made and entered as of June 25, 2024 (“Effective Date”), by and between the CITY OF DUARTE, a public body and general law city of the State of California (the “City”), and BRIAN VILLALOBOS, an individual (the “City Manager”), for the purpose of amending the written “City of Duarte City Manager Employment Agreement” entered into between City and City Manager as of June 1, 2023 (“Agreement”):

SECTION 1. TERM

Subsection A of “Section 2. Term of the Agreement” is amended to read:

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

SECTION 2. COST OF LIVING ADJUSTMENT.

Subsection B of “Section 6. Salary and Benefits” is amended to read:

A. City agrees to pay City Manager for his services rendered pursuant hereto an annual base salary of Two Hundred Twenty-Two Thousand, Eight Hundred and Fifty-Two Dollars (\$222,852.00) (“Base Salary”), effective on June 1, 2023, (“Base Salary Effective Date”), payable in equal installments at the same time as other employees of the City are paid. It shall be the responsibility of City Manager to advise City each year of the necessity for the annual performance review, and to schedule same, by closed session with the City Council, or other appropriate procedure. Notwithstanding the necessity for at least one annual performance review, City Council may perform other performance reviews of City Manager’s performance, at any time. City Council may implement adjustments to salary, other benefits, or both, during the period of any performance review, provided, however, that consistent with Government Code section 54956, such compensation or benefits may only be modified at a regularly scheduled meeting of the City Council.

SECTION 3. RETROACTIVE PAY INCREASES IF AGREED TO BY ALL PARTIES

Section 13. Retroactive Pay Increase shall be added to the Agreement as follows:

Should the City agree to a salary increase for the City Manager either through a new agreement or amendment to the Agreement, such salary increase shall be effective retroactively to July 1, 2024.

SECTION 4. OTHER TERMS UNCHANGED

Except as set forth in this Amendment, all terms, conditions, and provisions of the

Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, to become effective as of the Effective Date.

CITY:

CITY OF DUARTE

Vinh Truong, Mayor
City of Duarte

ATTEST:

Annette Juarez, City Clerk
City of Duarte

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney
City of Duarte

CITY MANAGER:

BRIAN VILLALOBOS, an individual

CITY OF DUARTE CITY MANAGER EMPLOYMENT AGREEMENT

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

RECITALS:

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

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

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

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

SECTION 1. DUTIES.

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

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

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

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

SECTION 2. TERM.

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

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

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

SECTION 3. ADMINISTRATIVE LEAVE WITH PAY.

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

SECTION 4. TERMINATION AND SEVERANCE PAY.

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

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

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

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

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

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

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

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

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

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

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

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

(8) willful destruction or misuse of City property;

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

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

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

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

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

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

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

SECTION 5. DISABILITY.

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

SECTION 6. SALARY AND BENEFITS.

A. Salary.

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

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

B. Benefits.

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

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

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

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

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

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

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

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

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

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

SECTION 7. HOURS OF WORK.

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

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

SECTION 9. SURETY BOND.

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

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

SECTION 10. ARBITRATION.

A. Dispute Resolution and Binding Arbitration.

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

City Initials: js

City Manager Initials: dc✓

SECTION 11. NOTICES.

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

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

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

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

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

SECTION 12. GENERAL PROVISIONS.

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

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

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

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

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

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

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

(2) In addition to any other rights or remedies and consistent with the arbitration clauses applicable hereunder, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall City Manager be entitled to economic or consequential damages or to punitive damages.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of Duarte has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, to become effective as of the Effective Date.

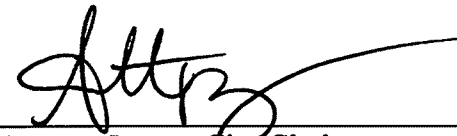
CITY:

CITY OF DUARTE



Jody Schulz, Mayor
City of Duarte

ATTEST:



Annette Juarez, City Clerk
City of Duarte

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP



Thai Viet Phan, City Attorney
City of Duarte

CITY MANAGER:



BRIAN VILLALOBOS, an individual



ITEM: 12.I

Fiscal Year 2023-2024 Year- End Appropriation Adjustments

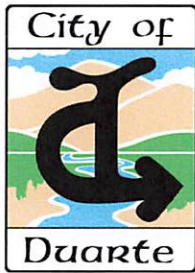
Recommended Action:

Approve the proposed amendments to the annual budget for Fiscal Year 2023-24.

Attachments:

[12.I - Staff Report - FY 23-24 Year - End Appropriation Adjustments.pdf](#)

[12.I - Schedule of Appropriations Adjustments.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Angela Chiaromonte, Financial Services Manager

SUBJECT: Fiscal Year 2023-2024 Year- End Appropriation Adjustments

RECOMMENDATION: It is recommended that the City Council approve the proposed amendments to the annual budget for Fiscal Year 2023-24

FISCAL IMPACT: Budgeted funds will be adjusted to bring all funds within budget; however, the result of the recommended action will have no fiscal impact.

BACKGROUND

At year end, budget adjustments are needed to add appropriations to departments or funds that have exceeded the original appropriation for FY 23-24. If the General Fund or other funds exceeds the budgeted appropriations, a disclosure is made in the financial statements. This report requests Council's approval for budget adjustments to transfer appropriations between funds that have exceeded the current budgeted appropriations, along with explanations for the adjustments.

DISCUSSION/ANALYSIS

Other City Funds

- Lighting and Landscape District Fund (Fund 240): Increase appropriations by \$59,000, due to rate increases in electricity costs and additional citywide traffic signal and street lights.
- AQMD Fund (Fund 320): Increases appropriations by \$26,500, due to the sale of City vehicles and purchase of Enterprise leased vehicles for accounting purposes.
- Measure M Fund (Fund 475): Increase appropriations by \$150,000 due to FY23-24 Street Rehab project

RECOMMENDATION

It is recommended that the City Council approve the proposed amendments to the annual budget for Fiscal Year 2023-24

FISCAL IMPACT

Budgeted funds will be adjusted to bring all departments and funds within budget; however, the result of the recommended action will have no fiscal impact.

ATTACHMENTS

Schedule of Appropriation Adjustments

Schedule of Appropriation Adjustments

June 30, 2024

Explanation: Year-end appropriations, approved by City Council, to bring all funds within budget.

Lighting and Landscape District Fund	Fund	Increase/ (Decrease)	Beginning/Adjusted Balances	Comments
Beginning Budgeted Appropriations			\$ 1,774,800.00	
	240	59,000.00		Increase in electricity costs and additional citywide traffic signal and street lights
Adjusted Budgeted Appropriations			<u>\$ 1,833,800.00</u>	

AQMD Fund	Fund	Increase/ (Decrease)	Beginning/Adjusted Balances	Comments
Beginning Budgeted Appropriations			\$ 37,200.00	
	320	26,500.00		Increase due to sales of City vehicles and purchase or Enterprise leased vehicles for accounting purposes
Adjusted Budgeted Appropriations			<u>\$ 63,700.00</u>	

Measure M Fund	Fund	Increase/ (Decrease)	Beginning/Adjusted Balances	Comments
Beginning Budgeted Appropriations			\$ 497,199.00	
	475	150,000.00		Increase due to FY23-24 Street Rehab project
Adjusted Budgeted Appropriations			<u>\$ 647,199.00</u>	



ITEM: 12.J

Amendment No. 2 to the Contract Services Agreement for City Attorney Services

Recommended Action:

Approve Amendment No. 2 to the Contract Services Agreement for City Attorney Services and a fiscal year 2024/25 budget amendment of \$8,000 in account numbers 1015-7690 and 1015-7686.

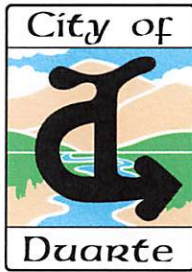
Attachments:

[12.J - Staff Report - Amendment No. 2 to Contract Services Agreement for City Attorney Services.pdf](#)

[12.J - Amendment No. 2 to City Attorney Contract.pdf](#)

[12.J - Amendment No. 1 to City Attorney Contract.pdf](#)

[12.J - March 6, 2022, Contract Services Agreement for City Attorney Services.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: Amendment No. 2 to the Contract Services Agreement for City Attorney Services

RECOMMENDATION: It is recommended that City Council approve Amendment No. 2 to the Contract Services Agreement for City Attorney Services and a fiscal year 2024/25 budget amendment of \$8,000 in account numbers 1015-7690 and 1015-7686.

FISCAL IMPACT: Depending on the amount of legal services rendered by the City Attorney's Office in the fiscal year, Amendment No. 1 to Contract Services Agreement for City Attorney Services is estimated to cost an additional \$8,000 in Fiscal Year 24-25.

BACKGROUND

Rutan & Tucker, LLP ("Rutan") has served as the City Attorney's Office for the City of Duarte since April 2004. The City Council approved four contract amendments before releasing a request for proposal in the summer of 2021. After a six-month process in which the City received numerous responses to its request for proposal and a rigorous interview process, the City Council approved a new agreement, the Contract Services Agreement for City Attorney Services ("Agreement") with Rutan to serve as the City Attorney's Office, appointing Thai Viet Phan as City Attorney and Jeffrey T. Melching as Assistant City Attorney in March 2022. The Agreement was amended in June 2023.

Following the City Attorney's annual review on June 11, 2024, the City Council directed the City Manager to oversee an amendment to the City Attorney contract.

Amendment No. 2 to Current Agreement includes the following modifications:

- Update the rate schedule to reflect a 3% cost of living adjustment as provided for in Subsection F of Section 4.0 of the Agreement.

The existing rate structure is at the following discounted rates: \$255 for general legal services, \$285 for litigation services, \$290 for eminent domain work, and \$180 for paralegal services. Legal

work reimbursed to the City by third parties is billed at the standard, non-discounted rate for the attorney providing the work.

The proposed contract amendment would increase the rates to address the changes with inflation. The new rates would be: \$263 for general legal services, \$294 for litigation, \$299 for eminent domain, and \$185 for paralegal services. These updated rates continue to represent a substantial discount off of private rates, and continue to be below rates charged by the City's employment legal counsel. No other changes to the original agreement are proposed at this time.

RECOMMENDATION

It is recommended that City Council approve Amendment No. 2 to the Contract Services Agreement for City Attorney Services and a fiscal year 2024/25 budget amendment of \$8,000 in account numbers 1015-7690 and 1015-7686.

FISCAL IMPACT

Depending on the amount of legal services rendered by the City Attorney's Office in the fiscal year, Amendment No. 2 to Contract Services Agreement for City Attorney Services is estimated to cost an additional \$8,000 in Fiscal Year 24-25.

ATTACHMENTS

1. Amendment No. 2 to Contract Services Agreement for City Attorney Services
2. Amendment No. 1 to Contract Services Agreement for City Attorney Services
3. March 6, 2022, Contract Services Agreement for City Attorney Services

AMENDMENT NO. 2 TO “CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES”

THIS AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the “Second Amendment”) is made and entered into as of June 25, 2024 (“Effective Date”), by and between the CITY OF DUARTE, a municipal corporation (“CITY”) and RUTAN & TUCKER, LLP, a Limited Liability Partnership (“ATTORNEY”), for the purpose of amending the written “Contract Services Agreement for City Attorney Services” entered into between CITY and ATTORNEY as of March 8, 2022 (“Agreement”).

1. “Section 4.0, Compensation” is deleted and replaced in its entirety as follows:

SECTION 4.0 COMPENSATION. ATTORNEY shall be compensated for providing the legal services contemplated by this Agreement, in accordance with the following:

A. **General Services.** Compensation to ATTORNEY for general legal services provided by an attorney shall be Two Hundred and Fifty-Five Dollars (\$263.00) per hour.

B. **Litigation Services.** Compensation to ATTORNEY for Litigation shall be Two Hundred and Eighty-Five Dollars (\$294.00) per hour.

C. **Eminent Domain Services.** Compensation to ATTORNEY for Eminent Domain matters, including eminent domain litigation, shall be Two Hundred and Ninety Dollars (\$299.00) per hour.

D. **Services Paid or Reimbursed by Third Parties.** Compensation to ATTORNEY for legal services paid or reimbursed by a third party shall be the standard design rates for attorneys, paralegals, and clerks employed by ATTORNEY.

E. **Other Paralegal Services.** Compensation to ATTORNEY for general legal services provided by a paralegal not reimbursed by a third party shall be One Hundred Eighty Dollars (\$185.00) per hour.

F. **Annual Consumer Price Index (“CPI”) Adjustment.** Except for Subsection D. Services Paid or Reimbursed by Third Parties in which compensation shall be set according to ATTORNEY’s standard design rates, on July 1, 2024, and annually thereafter, the compensation rates as established by this Section 4.0, shall increase by 3%, rounded to the nearest whole number.

G. **Reimbursable Expenses.** ATTORNEY shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereunder, provided that the same are first audited by the City Manager or their designee. Reimbursable Expenses shall mean and include, but not be limited to, duplication costs; reasonable travel expenses outside of Los Angeles County or Orange County subject to City Manager approval; document reproduction expenses, telecopier charges, messenger service charges; litigation expenses, including without limitation court filing fees, court reporter's fees, jury fees, witness fees, and other reasonable and necessary out-of-pocket expenses.

H. **Invoices.** ATTORNEY shall bill CITY monthly for services performed pursuant to this Agreement. ATTORNEY shall establish such separate billing matters as may be requested by CITY consistent with this Agreement. At the direction of the City Manager, or their designee, ATTORNEY, at no additional cost to CITY, shall prepare special invoices where third parties are to reimburse CITY for specific legal services provided. Reimbursable costs shall be separately itemized.

I. **Payments.** Payments to ATTORNEY shall be made by CITY within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by CITY to ATTORNEY, with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

2. Except as set forth in this Second Amendment, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the Effective Date set forth above.

[Signatures on following page.]

CITY OF DUARTE, a municipal
corporation

VINH TRUONG, MAYOR

RUTAN & TUCKER, LLP, a California
limited liability partnership

By: DocuSigned by:
Thai Viet Phan
5D8461987DC1434...

THAI VIET PHAN of
RUTAN & TUCKER, LLP

By: DocuSigned by:
Todd Litfin
AB2DB610E7E64F3...

TODD LITFIN of
RUTAN & TUCKER, LLP

ATTEST

ANNETTE JUARES, CITY CLERK

**AMENDMENT NO. 1 TO
“CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES”**

THIS AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the “First Amendment”) is made and entered into as of June 13, 2023 (“Effective Date”), by and between the CITY OF DUARTE, a municipal corporation (“CITY”) and RUTAN & TUCKER, LLP, a Limited Liability Partnership (“ATTORNEY”), for the purpose of amending the written “Contract Services Agreement for City Attorney Services” entered into between CITY and ATTORNEY as of March 8, 2022 (“Agreement”).

1. “Section 4.0, Compensation” is deleted and replaced in its entirety as follows:

SECTION 4.0 COMPENSATION. ATTORNEY shall be compensated for providing the legal services contemplated by this Agreement, in accordance with the following:

A. **General Services.** Compensation to ATTORNEY for general legal services provided by an attorney shall be Two Hundred and Fifty-Five Dollars (\$255.00) per hour.

B. **Litigation Services.** Compensation to ATTORNEY for Litigation shall be Two Hundred and Eighty-Five Dollars (\$285.00) per hour.

C. **Eminent Domain Services.** Compensation to ATTORNEY for Eminent Domain matters, including eminent domain litigation, shall be Two Hundred and Ninety Dollars (\$290) per hour.

D. **Services Paid or Reimbursed by Third Parties.** Compensation to ATTORNEY for legal services paid or reimbursed by a third party shall be the standard design rates for attorneys, paralegals, and clerks employed by ATTORNEY.

E. **Other Paralegal Services.** Compensation to ATTORNEY for general legal services provided by a paralegal not reimbursed by a third party shall be One Hundred Eighty Dollars (\$180.00) per hour.

F. **Annual Consumer Price Index (“CPI”) Adjustment.** Except for Subsection D. Services Paid or Reimbursed by Third Parties in which compensation shall be set according to ATTORNEY’s standard design rates, on July 1, 2024, and annually thereafter, the compensation rates as established by this Section 4.0, shall increase by 3%, rounded to the nearest whole number.

G. **Reimbursable Expenses.** ATTORNEY shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereunder, provided that the same are first audited by the City Manager or their designee. Reimbursable Expenses shall mean and include, but not be limited to, duplication costs; reasonable travel expenses outside of Los Angeles County or Orange County subject to City Manager approval; document reproduction expenses, telecopier charges, messenger service charges; litigation expenses, including without limitation court filing fees, court reporter's fees, jury fees, witness fees, and other reasonable and necessary out-of-pocket expenses.

H. **Invoices.** ATTORNEY shall bill CITY monthly for services performed pursuant to this Agreement. ATTORNEY shall establish such separate billing matters as may be requested by CITY consistent with this Agreement. At the direction of the City Manager, or their designee, ATTORNEY, at no additional cost to CITY, shall prepare special invoices where third parties are to reimburse CITY for specific legal services provided. Reimbursable costs shall be separately itemized.

I. **Payments.** Payments to ATTORNEY shall be made by CITY within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by CITY to ATTORNEY, with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

2. Except as set forth in this First Amendment, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their respective duly authorized agents as of the Effective Date set forth above.

[Signatures on following page.]

CITY OF DUARTE, a municipal
corporation



JODY SCHULZ, MAYOR
Vinh Truong, Mayor Pro-Tem

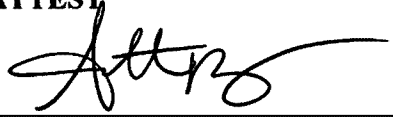
RUTAN & TUCKER, LLP, a California
limited liability partnership

By: Thai Viet Phan

THAI VIET PHAN of
RUTAN & TUCKER, LLP

By: Todd Litfin

TODD LITFIN of
RUTAN & TUCKER, LLP

ATTEST


ANNETTE JUAREZ, CITY CLERK

Signature: Todd Litfin
Todd Litfin (Jun 7, 2023 15:43 PDT)
Email: tlitfin@rutan.com

Signature: Thai Viet Phan
Thai Viet Phan (Jun 7, 2023 15:46 PDT)
Email: tphan@rutan.com

CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES

THIS CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (herein "Agreement"), is made and entered as March 9, 2022 ("Effective Date"), by and between the CITY OF DUARTE, a municipal corporation (hereinafter referred to as "CITY"), and RUTAN & TUCKER, LLP, a California limited liability partnership (hereinafter referred to as "ATTORNEY").

R E C I T A L S

A. CITY has solicited proposals and conducted interviews with several law firms and has chosen ATTORNEY to provide legal services to the CITY.

B. CITY and ATTORNEY desire to identify the areas of ATTORNEY's responsibilities for provision of legal services and the compensation to ATTORNEY therefor.

A G R E E M E N T

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and ATTORNEY agree as follows:

ARTICLE 1

SECTION 1.0 APPOINTMENT OF ATTORNEY. CITY hereby appoints ATTORNEY to act as City Attorney. As of the date of this Agreement, Thai Viet Phan shall serve as City Attorney and Jeffrey T. Melching shall serve as Assistant City Attorney. ATTORNEY represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein.

A. ATTORNEY may replace Ms. Phan and/or Mr. Melching with the prior consent of CITY. ATTORNEY shall provide CITY with as much prior written notice as practicable regarding the replacement of Ms. Phan or Mr. Melching, but not less than 30 days before ATTORNEY'S decision to replace Ms. Phan and/or Mr. Melching; provided, however, that if Ms. Phan or Mr. Melching provide notice to ATTORNEY of his/her decision to separate from ATTORNEY, notice shall be transmitted to CITY within 72 hours of such notice to ATTORNEY.

ARTICLE 2

SECTION 2.0 RESPONSIBILITIES OF ATTORNEY. ATTORNEY shall perform any and all work necessary for the provision of City Attorney services to CITY, including, without limitation, the following:

A. Attendance at all City Council and Redevelopment Successor Agency meetings; and

B. Upon request, attendance at Planning Commission meetings; and

C. Upon request, attendance at other City Council, Commission, and staff meetings; and

D. Assistance in the preparation and review as requested by City staff of necessary legal documents such as: notices, ordinances, resolutions, agreements, contracts, and memoranda of understanding; and

E. Routine legal advice, consultation and opinions to the City Council, Redevelopment Successor Agency Board, and staff; and

F. Legal work pertaining to public improvements, public rights of way and easements, and matters relating to public entities; and

G. City prosecutor functions on Duarte Municipal Code violations and code enforcement operations; and

H. ATTORNEY, as a full-service law firm, is prepared to, and will provide, if requested by CITY through its City Manager, representation to CITY, including, but not limited to, general city litigation, eminent domain litigation, franchise matters including cable television, or bond counsel services.

Notwithstanding the foregoing, it is expressly understood that ATTORNEY shall not be responsible for any pending litigation matter(s) until ATTORNEY has specifically appeared in the matter(s) as attorneys of record on behalf of CITY. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of CITY from or to ATTORNEY.

All of these duties shall be performed as directed by the City Council and/or the City Manager, or their designee, and ATTORNEY will keep CITY informed as to the progress and status of pending matters.

ATTORNEY shall manage and control the delivery of legal services in a competent, professional, and cost-effective manner.

ATTORNEY represents that the tasks and services required herein will be performed by ATTORNEY, or under its direct supervision, and that all personnel engaged in such work shall be qualified, authorized, and permitted under applicable State and local law to perform such tasks and services.

ATTORNEY shall comply with all applicable federal, State, and local laws, ordinances, and regulations.

Upon request or in accordance with such procedures as CITY may establish from time to time, ATTORNEY shall periodically report to CITY, as applicable, regarding the status of all legal matters being handled by ATTORNEY.

ARTICLE 3

SECTION 3.0 RESPONSIBILITIES OF CITY. CITY shall provide full information to ATTORNEY and fully cooperate with ATTORNEY to the extent necessary to enable ATTORNEY to provide its services required pursuant to this Agreement.

SECTION 3.1 ANNUAL REVIEW OF ATTORNEY. City may, but is not required, to conduct an annual review of ATTORNEY's performance through a formal review process as determined by the CITY.

ARTICLE 4

SECTION 4.0 COMPENSATION. ATTORNEY shall be compensated for providing the legal services contemplated by this Agreement, in accordance with the following:

A. **General Services.** Compensation to ATTORNEY for general legal services provided by an attorney shall be Two Hundred Twenty Dollars (\$220.00) per hour.

B. **Litigation Services.** Compensation to ATTORNEY for Litigation shall be Two Hundred Fifty Dollars (\$250.00) per hour.

C. **Eminent Domain Services.** Compensation to ATTORNEY for Eminent Domain matters, including eminent domain litigation, shall be Two Hundred Fifty-Five Dollars (\$255) per hour.

D. **Services Paid or Reimbursed by Third Parties.** Compensation to ATTORNEY for legal services paid or reimbursed by a third party shall be the standard design rates for attorneys, paralegals, and clerks employed by ATTORNEY.

E. **Other Paralegal Services.** Compensation to ATTORNEY for general legal services provided by a paralegal not reimbursed by a third party shall be One Hundred Fifty Dollars (\$150.00) per hour.

F. **Reimbursable Expenses.** ATTORNEY shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services hereunder, provided that the same are first audited by the City Manager or their designee. Reimbursable Expenses shall mean and include, but not be limited to, duplication costs; reasonable travel expenses outside of Los Angeles County or Orange County subject to City Manager approval; document reproduction expenses, telecopier charges, messenger service charges; litigation expenses, including without limitation court filing fees, court reporter's fees, jury fees, witness fees, and other reasonable and necessary out-of-pocket expenses.

G. **Invoices.** ATTORNEY shall bill CITY monthly for services performed pursuant to this Agreement. ATTORNEY shall establish such separate billing matters as may be requested by CITY consistent with this Agreement. At the direction of the City Manager, or their designee, ATTORNEY, at no additional cost to CITY, shall prepare special invoices where third parties are to reimburse CITY for specific legal services provided. Reimbursable costs shall be separately itemized.

H. **Payments.** Payments to ATTORNEY shall be made by CITY within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by CITY to ATTORNEY, with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

ARTICLE 5

SECTION 5.0 **TERM.** The term of this Agreement shall commence as of the Effective Date hereof and shall continue thereafter until terminated by either party as provided below.

SECTION 5.1 **TERMINATION.** This Agreement may be terminated by ATTORNEY for any reason, with or without cause, upon giving CITY sixty (60) days' written notice. CITY may terminate this Agreement for any reason, with or without cause, upon written notice to the ATTORNEY. ATTORNEY shall be compensated for all services performed and costs incurred up to the effective date of the termination. Upon termination of this Agreement, ATTORNEY, upon written request of CITY, shall deliver to CITY or other legal counsel designated by CITY, all client files and materials as may have been accumulated by ATTORNEY in the performance of this Agreement, whether completed or in process, subject to payment for any charges for copying and delivery of same.

ARTICLE 6

SECTION 6.0 **INDEPENDENT CONTRACTOR.** ATTORNEY is an independent contractor, not an employee of CITY, and not entitled to any benefits as an employee, including without limitation, prepaid insurance, vacation or sick leave, or CITY-paid participation in the California Public Employees Retirement Program, and neither CITY nor any of its employees shall have any control over the conduct of ATTORNEY or any of ATTORNEY's employees. ATTORNEY expressly warrants not to, at any time or in any manner, represent that ATTORNEY, or any of ATTORNEY's agents, servants, or employees, are in any manner employees of CITY, it being distinctly understood that said ATTORNEY is and shall at all times remain as to CITY a wholly independent contractor and that ATTORNEY's obligations to CITY are solely such as are prescribed by this Agreement.

This Agreement contemplates the personal services of ATTORNEY and ATTORNEY's partners and employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of ATTORNEY and ATTORNEY's employees. Neither this Agreement nor any interest therein may be assigned by ATTORNEY, except upon written consent of CITY. Nothing herein contained is intended to or shall be constructed as preventing ATTORNEY from employment or hiring as many employees as ATTORNEY may deem necessary for the proper and efficient execution of this contract.

SECTION 6.1 **PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.** The experience, knowledge, capability and reputation of ATTORNEY, its partners, associates, and employees, were substantial inducements for CITY to enter into this Agreement. Therefore, ATTORNEY shall not contract with any other person or entity to perform,

in whole or in part, the legal services required under this Agreement without the written approval of CITY. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of CITY.

ARTICLE 7

SECTION 7.0 INSURANCE AND INDEMNIFICATION.

A. Insurance.

Prior to the beginning of and throughout the duration of this Agreement, ATTORNEY shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from ATTORNEY's acts or omissions rising out of or related to ATTORNEY's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of ATTORNEY's performance hereunder and neither CITY nor its insurers shall be required to contribute to any such loss.

The following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-:VI:

Commercial General Liability (at least as broad as ISO CG 0001)

- \$2,000,000 (per occurrence)
- \$4,000,000 (general aggregate)

Commercial Auto Liability (at least as broad as ISO CA 0001)

- \$1,000,000 (per accident)

Errors and Omissions Liability

- \$1,000,000 (per claim and aggregate)

Workers' Compensation

- Per statutory requirements

ATTORNEY shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by ATTORNEY, its officers, any person directly or indirectly employed by ATTORNEY, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to ATTORNEY's performance under this Agreement. If ATTORNEY or ATTORNEY's employees will use personal autos in any way under this Agreement, ATTORNEY shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of

ATTORNEY's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the ATTORNEY and "SECTION 2.0 RESPONSIBILITIES OF ATTORNEY" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

ATTORNEY shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

All insurance required by this Section shall be kept in effect during the term of this Agreement and shall not be cancelable without written notice to CITY of proposed cancellation. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of ATTORNEY's obligation to indemnify CITY, its officers, employees, contractors, subcontractors, or agents.

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name CITY, and their respective officers, employees and agents, as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the CITY or their respective officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to the CITY. In the event any of said policies of insurance are cancelled, ATTORNEY shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the CITY.

B. Indemnification.

C. Excepting performance of professional services and claims of professional liability (also known as professional malpractice) which are not subject to this indemnity provision, ATTORNEY, to the full extent permitted by law, shall indemnify, defend, and hold harmless the CITY and its officers, officials, agents, and employees acting in an official capacity, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by ATTORNEY or any individual or agency for which ATTORNEY is legally liable, including but not limited to officers, agents, employees or subcontractors of ATTORNEY, except to the extent such liability arises out of, is a consequence of, or is in any way attributable to the negligence or willful misconduct of the CITY or any of its officers, officials, agents, or employees acting in an official capacity. Nothing herein shall be deemed to affect or waive CITY's rights to make or pursue claims of professional liability (also known as professional malpractice) against ATTORNEY.

SECTION 7.0 **NOTICES.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery by a reputable delivery service that provides a receipt showing date and time of delivery, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepared and addressed as follows:

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

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

Service of a notice by personal service or document delivery service shall be deemed to have been given as of the date of such service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. A "business day" is a day that Duarte City Hall is open for business to the general public. Either party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that above specified.

ARTICLE 8

SECTION 8.0 **NON-DISCRIMINATION.** In connection with the execution of this Agreement, ATTORNEY shall not discriminate against any employee or applicant for employment because of race, religion, creed, martial status, color, sex, national origin, gender, or ancestry. ATTORNEY shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, creed, martial status, color, sex, national origin, gender, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 8.1 **CONFLICTS.** ATTORNEY has, based upon its investigations as of the date of this Agreement, no present or contemplated employment, which is adverse to CITY. ATTORNEY agrees that it shall not represent clients in matters either in litigation or non-litigation against the CITY. However, ATTORNEY may have past and present clients or may have future clients, who, from time to time, may have interests adverse to CITY, and ATTORNEY reserves the right to represent such clients in matters not connected with its representation of CITY.

If a potential conflict of interest arises in ATTORNEY's representation of a client adverse to CITY, if such conflict is only speculative or minor, ATTORNEY shall seek a written waiver from the City Manager and the other client with regards to such representation. However,

if real conflicts exist, and either the City Manager or the other client did not provide a written waiver, ATTORNEY would withdraw from representing both the CITY and the other client in the matter and assist them in obtaining outside special counsel.

SECTION 8.2 COVENANT OF NO FINANCIAL INTEREST.

ATTORNEY covenants that it does not have and will not acquire any direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement except as otherwise stated herein. ATTORNEY further certifies that, to the best of its knowledge, no officer, employee, or agent of ATTORNEY who has or will have any financial interest under this Agreement is an officer or employee of the City.

SECTION 8.3 NONLIABILITY OF CITY OFFICERS AND EMPLOYEES. No officer, official, employee, agent, representative, or volunteer of the CITY shall be personally liable to ATTORNEY in the event of any default or breach by CITY or for any amount which may become due to ATTORNEY, or for breach of any obligation of the terms of this Agreement.

SECTION 8.4 INTERPRETATION OF AGREEMENT. This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the internal laws of the State of California without regard to principles of conflicts of laws.

SECTION 8.5 INTEGRATED AGREEMENT. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

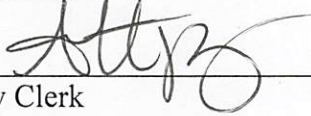
SECTION 8.6 CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[end – signature page follows]

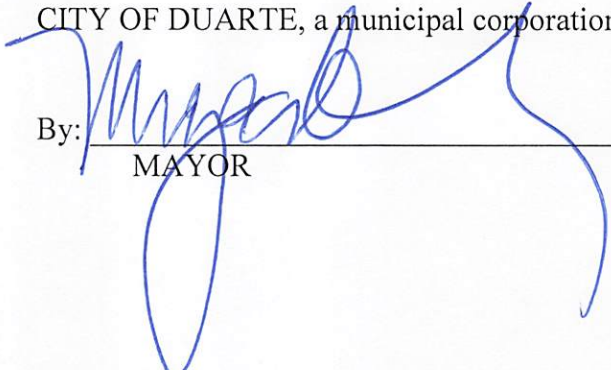
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

Dated: 4/4/22

ATTEST:


City Clerk

CITY OF DUARTE, a municipal corporation

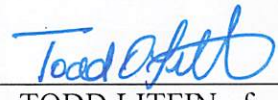
By: 
MAYOR

RUTAN & TUCKER, LLP, a California
limited liability partnership

Dated: 4/4/22

By: 
THAI VIET PHAN of
RUTAN & TUCKER, LLP

Dated: 4/4/22

By: 
TODD LITFIN of
RUTAN & TUCKER, LLP

[END OF SIGNATURES]



ITEM: 14.A

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

Recommended Action:

Adopt Resolution No. 24-07 providing for the annual levy and collection of assessments for Fiscal Year 2024-25 within the Landscape and Lighting District.

Attachments:

[14.A - Staff Report- Lighting and Landscape Assessment District - FY 24-25.pdf](#)

[14.A - Resolution 24-07 Levy Collection 2024 with Engineer's Report.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

SUBJECT: Levy and collection of assessments within the Lighting and Landscape Assessment District – Fiscal Year 2024-25

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 24-07 providing for the annual levy and collection of assessments for Fiscal Year 2024-25 within the Landscape and Lighting District

FISCAL IMPACT: The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$315,088 for maintenance in the city's various neighborhood zones

BACKGROUND

At its meeting on May 14th, the City Council adopted Resolution No. 24-07 that: (1) declared the City Council's intention to levy and collect assessments for Fiscal Year 2023-24; (2) provided the Engineer's Report indicating the amounts of the proposed assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment; and (3) set this date for the evening's Public Hearing.

Annually, the City Council is required to hold a Public Hearing to establish property assessments to pay for the Lighting and Landscape Assessment District. The Engineer's Report is attached to this year's Resolution indicating the amounts of the assessment, district boundaries, assessment zones, descriptions of improvements, and method of assessment. There is no change to the Citywide Assessment.

In some neighborhood zones, the assessment can increase by the annual increase in the Consumer Price Index (CPI). This year the December 31, 2023 CPI was 3.5%. In the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. The Engineer's report addresses this issue in detail. The assessment is subject to the notice, protest, and hearing requirements of Section 53753 of the Government Code.

A few of the neighborhood districts have moved into a consistent deficit and Staff plans to recommend that the City initiate a vote for an assessment increase. In most districts, the assessment does not include a cpi escalator and therefore has never increased and rising utility and maintenance costs have created negative balances.

Proposition 218 “the Right to Vote on Taxes Act” requires that residents vote to approve assessment increases.

The neighborhoods that are of the greatest concern are:

Mesa. The Mesa District includes the maintenance of the gas lamps. Significant increases in the cost of natural gas has placed this neighborhood in a deficit. Options will likely include an increased rate or the removal of the gas lamps.

Rancho Verde. This area is along Hacienda Drive and other streets in the area. The neighborhood district includes maintenance of the front yard area. Increases in maintenance costs and water over time has contributed to a deficit. Over the past several years the level of service has been reduced in an effort to balance costs but service cannot be reduced any lower. While this neighborhood has not moved into a consistent deficit, it is a challenge to provide adequate service. Options for a more permanent solution will include an assessment increase or dissolution of this district.

Hearthstone/Del Norte. This neighborhood is near the Duarte “D” and includes properties between Las Lomas and Westvale and north of Sunnydale. In this neighborhood the majority of the costs are for brush clearance on the slopes and irrigation for the landscape areas. There is a legal requirement for brush clearance and it is a task that cannot have reduced service.

Staff will bring the process to initiate a Proposition 218 vote in the next few months. That request will likely include all of the neighborhoods addressed above and may include additional neighborhood districts based on further research.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-07 providing for the annual levy and collection of assessments for Fiscal Year 2024-25 within the Landscape and Lighting District.

FISCAL IMPACT

The collection of the Citywide Assessment provides \$698,245 to be used to fund maintenance of park and city street lighting. The neighborhood special district assessment provides \$315,088 for maintenance in the city’s various neighborhood zones.

ATTACHMENTS

Attachment A: Resolution No. 24-07 with Engineer’s Report

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2024-2025 WITHIN THE LANDSCAPE AND LIGHTING DISTRICT PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

The City Council of the City of Duarte, pursuant to the provisions of the Landscape and Lighting Act of 1972, Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. RECITALS. The City Council of the City of Duarte does hereby find, determine and declare as follows:

- A. On the 14th day of May, 2024, the City Council adopted Resolution No. 24-04 (the “Resolution of Intention”) which declared its intent to levy and collect assessments for Fiscal Year 2024-2025 within the District and Zones and set a time and place for a public hearing. The Resolution of Intention was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of the Resolution of Intention on file in the office of the City Clerk; and
- B. At the time and place for which notice was given, the City Council conducted a public hearing and gave every interested person an opportunity to object to the proposed boundary, work or assessment; and
- C. The City Council, having duly received and considered oral and documentary evidence concerning the jurisdictional facts in this proceeding and concerning the necessity for the contemplated work and benefits to be derived therefrom, has acquired jurisdiction to order the proposed assessment.

SECTION 2. That the proposed assessments relating to the District and Zones 1-15 were existing on the effective date of Article XIID of the California Constitution. Zones 16, 17 & 18 were approved per the requirements of Article XIID of the California Constitution. All zones were previously imposed, and for Fiscal Year 2024-2025 the zones where the assessment may be increased, the assessments will increase to the maximum allowable rate of 3.0%. Funds are to be used exclusively to finance the capital costs or maintenance and operation expenses for landscaping sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Pursuant to Section 5 (a) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in the District and Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 3. That the proposed assessments relating to Zones 1-18 were existing on the effective date of Article XIID of the California Constitution or were voter approved and all such

assessments were imposed pursuant to a petition signed by the persons owning all of the parcels, subject to the assessment at the time the assessment was initially imposed. Pursuant to Section 5 (b) of Article XIID of the California Constitution, the proposed assessments to be levied and collected in Zones 1-18 are, therefore, exempt from the procedures and approval process set forth in Section 4 of Article XIID of the California Constitution.

SECTION 4. The Engineer's Report on file with the City Clerk, and each component part of it, including each exhibit incorporated by reference, as amended, if applicable, is hereby finally approved and adopted.

SECTION 5. The diagram and assessment prepared in connection with the District are hereby confirmed.

SECTION 6. The public interest and convenience requires the ordering the levy and collection of assessment for Fiscal Year 2024-2025 and the City Council hereby orders the levy and collection of assessments within the district and the zones, as set forth and described in the Resolution of Intention and in the Engineer's Report.

SECTION 7. The adoption of this Resolution constitutes the levy of the assessments as set forth in the Engineer's Report for Fiscal Year 2024-2025.

SECTION 8. The City Clerk is authorized and directed to file a certified copy of the diagram and assessment with the County Auditor of the County of Los Angeles no later than the 10th day of August 2024.

SECTION 9. The City Clerk is hereby authorized and directed to certify as to the adoption of this Resolution.

PASSED AND ADOPTED this 25th day of June 2024.

Vinh Truong, Mayor
City of Duarte

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-07 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Annette Juarez
City Clerk

ENGINEER'S REPORT
SIDEWALKS, STREETS, SENIOR CENTER PAYMENT,
PARK AND SPECIAL ZONES
OF THE CITY OF DUARTE
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT
2024-2025 ASSESSMENT LEVY

SECTION 1. AUTHORITY FOR REPORT

This report is prepared pursuant to an order of the City Council of the City of Duarte in compliance with the requirements of Article 4, Chapter 1, Landscape and Lighting Act of 1972, being Part 2, Division 15, of the Streets and Highways Code of the State of California (The "Act").

The Act was originally created by the State Legislature in 1972. On June 13, 1978, the City of Duarte created the City of Duarte Landscape and Lighting Maintenance District for the maintenance and servicing of Landscaping and Lighting. Since 1972, the Legislature has expanded the definition of landscaping, lighting, and the work that may be done under the Act. The City of Duarte has, over time; expanded the work to be done by the District to include all the work allowed under the Act.

This Assessment District, by special benefit assessments, provides funding for the maintenance of City-owned parks, for the maintenance of the public landscaping in public owned properties or public right-of-way within the City, graffiti removal, maintenance of public-owned lighting, street lighting, traffic signals within the City, and funding towards the debt service of the Senior Center bond issue. The Senior Center bond issue was paid off in Fiscal Year 2017-18, thus the City wide street maintenance for a single family home was reduced by \$5.84.

The voters on November 5, 1996 voted to adopt Proposition 218. Proposition 218 has the potential to have a great impact upon the way special assessments are used and assessed. The City Council has determined that the portion of the assessment devoted to street maintenance and the payment of the Senior Center bond is exempt from Prop. 218. In 1997, by majority vote of the property owners of all single family and condominiums within the City, it was determined to levy a park assessment of \$59.42 against single family and condominium units within the City.

SECTION 2. PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS

The plans and specifications for the irrigation, landscaping and lighting of streets, traffic signals and easements and authorized improvements within the City are on file in the Department of Community Development. The lighting locations and specifications for Edison-owned lights are on file with Southern California Edison Company. Reference is hereby made to said plans and specifications for the

exact location and nature of the landscape and lighting of park improvements. Said plans and specifications by reference are hereby made a part of this report.

SECTION 3. ESTIMATE OF COST OF IMPROVEMENT

The cost of the initial improvements of median island landscaping, street landscaping, traffic signals, street lighting, parking lot lighting, and bike paths were paid for from capital improvement funds, special grants, gas tax, prior assessment districts, subdividers, and general City revenues. The City Council in 1991 and 1992, as a result of two public hearings, determined to fund a portion of the Senior Center construction from the landscape assessment in accordance with the Act. With the Senior Center bond issue being paid off, no facilities are proposed to be funded from the district.

SECTION 4. CITYWIDE STREET AND SIDEWALK LANDSCAPING

The cost to maintain street landscaping and parkway trees as described in this section. The following is a general description of the areas being maintained:

1. All parkway trees maintained by the City.
2. Trees adjacent to Caltrans right-of-way on Evergreen Avenue, Flower Avenue to Brightside Avenue, Central Avenue, Buena Vista Street to Santo Domingo Avenue and Evergreen Street east of Mountain Avenue.
3. Street Landscaping
 - A. Duarte Road – Highland Avenue to Mountain Avenue hardscape, turf, trees, irrigation and groundcover.
 - B. Buena Vista Street – North and south of the 210 freeway turf, irrigation and groundcover.
 - C. Mountain Avenue – North and south of the 210 freeway turf, irrigation and groundcover.
 - D. Central Avenue – East and west of Buena Vista Street turf, trees, irrigation and groundcover.
 - E. Huntington Drive – Mountain Avenue to the east City limits, hardscape, turf, trees, irrigation and groundcover.
 - F. Encanto Parkway – Huntington Drive to Markwood, west side landscaping and irrigation. Fifty percent only of landscaping along Zone 5.

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, removal or covering of graffiti and repair and replacement of lighting.

The cost to maintain and construct these facilities is considered a general property benefit and is assessed as a unit cost to each lot within the City, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

SECTION 5. CITYWIDE LANDSCAPING AND PARK COSTS

The cost to maintain parks, landscape area, and recreational facilities is described in this section. The following is a general description of the areas, parks and related landscaped areas being maintained as approved in the special

Assessment vote:

Parks

- A. Bike Trail – Turf, trees, groundcover, asphalt and irrigation.
- B. Thorsen Park – Turf, trees, groundcover and irrigation.
- C. Moore Park – Turf, trees, groundcovers, playground and irrigation.
- D. Entrance Park – Turf, trees, groundcover and irrigation.
- E. Encanto Park – Turf, trees, groundcover, irrigation, tennis courts, basketball courts, athletic courts, restrooms and parking areas.
- F. Beardslee Park – Turf, trees, groundcover, irrigation, hardscape and playground.
- G. Duarte Park – Turf, trees, groundcovers, irrigation, hardscape, recreation building, playground and athletic courts.
- H. Royal Oaks Park and Extension – Turf, trees, groundcover, irrigation, hardscape, recreation building, tennis courts, playgrounds and parking area.
- I. Glenn Miller Park – Turf, trees, groundcover, irrigation, hardscape and playgrounds.
- J. Hacienda Park – Turf, trees, groundcover, irrigation and playground.
- K. Orange Blossom Park – Turf, trees, groundcovers, irrigation, and playground.
- L. Town Center – Turf, trees, groundcover, irrigation, hardscape, swimming pool, recreation building, and parking area.
- M. Northview Park – Turf and irrigation.
- N. Senior Center – Turf, trees, groundcover, irrigation hardscape, recreation area and parking lot.
- O. Otis Gordon Park
- P. Lena Valenzuela Park

The cost to maintain shall include, but not limited to, watering, fertilizing, mowing, weed control, shrubbery, tree removal and pruning, maintenance of irrigation facilities, maintenance of park building and equipment, maintenance and replacement of recreation equipment, removal or covering of graffiti and repair and replacement of lighting.

SECTION 6. SENIOR CENTER

In Fiscal Year 2017/18 the bond issue was paid off, thus there will be no assessment.

SECTION 7. LIGHTING MAINTENANCE

The cost to maintain shall include, but not limited to, electrical service for all public lighting including parking lighting, repair and replacement of City-owned lights within public right-of-way, servicing of Southern California Edison owned lights as defined by the Act, repair and replacement of traffic signals.

The net amount to be assessed upon lands within the Assessment District in accordance with this Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements, namely the maintenance and servicing of public lighting facilities within such District. The maintenance and servicing of public lighting facilities installed and constructed in public places provides a special benefit which is received by each and every assessed lot or parcel within the District, tending to enhance their value. The streets within the District improve access to all lots or parcels assessed. Street lighting also provides advertising visibility for business and commercial establishments. The intensity or degree of illumination provided can have a bearing on the benefits of street lighting. Thus, primary benefits of street lighting are for the convenience, safety, security, and protection of people. Secondary benefits are security or protection to property, property improvements and goods as set forth below:

1. Improvement to traffic circulation.
2. Reduction in night accidents and attendant human misery and economic loss.
3. Less vulnerability to criminal assault at night.
4. Promotion of business during nighttime hours for commercial properties.
5. Increased nighttime safety on roads and highways.
6. Improved ingress and egress to lots and parcels.
7. Reduction in vandalism and other criminal acts.
8. Reduction in burglaries.
9. The enhancement to the value of property which results from the foregoing benefits.

Intensity or degree of illumination provided on streets varies with the type of street, date of installation and the use of the property adjacent thereto.

The majority of parcels within the Lighting District are residential properties. A value of one (1) basis unit has been assigned to a residential unit. A residential unit is defined as a single-family unit, condominium unit, rental unit or apartment unit. Parcels in other land use categories, not used as residential, were then evaluated and rated by comparison with the basis unit.

Each land use evaluation takes into consideration – foot traffic, vehicular traffic, and hours of occupancy. Commercial and industrial properties have been assigned additional units based on the comparative benefits, number of people that would be expected to benefit from the lighting, security and

intensity of the lights provided. The average light intensities and energy consumption for commercial areas is greater than that required for residential areas.

SECTION 8. GRAFFITI REMOVAL

The cost for graffiti removal shall include, but not limited to, the cost of cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Graffiti removal is considered a general property benefit and is assessed in the same manner and is included in the Street and Sidewalk Landscape Assessment.

SECTION 9. TRAFFIC SIGNALS

The following traffic signals are entirely or partially maintained by the City.

- * Mountain Avenue at Huntington Drive.
- * Mountain Avenue at Central Avenue.
- * Mountain Avenue at Evergreen Street.
- * Mountain Avenue at Best Buy
- * Buena Vista Street at Huntington Drive.
- * Buena Vista Street at Central Avenue.
- * Buena Vista Street at Evergreen Street.
- * Buena Vista Street at Duarte Road.
- * Buena Vista Street at Village Road.
- * Central Avenue at 210 Freeway Exit.
- * Duarte Road at Circle Drive.
- * Duarte Road at Hope Drive.
- * Duarte Road at Village Road.
- * Highland Avenue at Business Center Drive.
- * Highland Avenue at Central Avenue.
- * Huntington Drive at Highland Avenue.
- * Huntington Drive at Mount Olive.
- * Huntington Drive at Las Lomas Road.
- * Huntington Drive at Crestfield Road.
- * Huntington Drive at Mountain Vista Plaza.
- * Huntington Drive at Pops Road.
- * Huntington Drive at Brycedale Avenue.
- * Royal Oaks Drive at Royal Oaks School.

SECTION 10. DIAGRAM FOR THE ASSESSMENT DISTRICT

A copy of the proposed assessment diagram is on file in the City Clerk's office, and includes all the property within the City limits of the City of Duarte. Reference is made to the Los Angeles County Assessor Maps as to parcel location and dimensions. The City Council, at the time of formation of the District of 1978, determined that the public utilities right-of-ways should be assessed based upon the actual benefit to the public utility right-of-ways.

SECTION 11. ASSESSMENT ZONES

Zone 1 **All the Property within the City except those Properties in Zones 2 through 18**

All properties that are not in a special zone are assessed within this zone. Assessment for areas without street lighting are reduced to reflect the cost component of the City's budget. Areas with street lighting are assessed based upon a unit basis for single family zoned property and residentially used property. Commercial, industrial and multi-residential zone properties are assessed based upon lot size and street frontage.

All of the properties in Zones 3 through 18 are assessed their share of the citywide lighting, street, sidewalk and park maintenance in addition to special maintenance assessment. Zone 2 is assessed specifically for their gas lights.

Street Lighting

The cost for street lighting in all zones is assessed to all residential lots based upon the special benefit and to commercial and industrial based upon frontage and area benefit.

Citywide Park Maintenance

The cost of park maintenance determined as a direct benefit is assessed to all single-family units and all condominium units based upon a unit assessment.

Citywide Street Maintenance Cost

The cost in all zones is assessed to all lots on a unit cost per lot, and to each apartment unit, hotel/motel room, trailer park space, and nursing home bed.

Zone 2 **Mesa Area Gaslights**

This area is served by gaslights. There are no "electric" street lights on the Mesa. Only the intersection lighting component of the street lighting cost is included in this zone. The cost of gas lighting is assessed equally to all lots. The cost to maintain the Rim Road slope constructed in 2008, which was a general fund expense is no longer included in this report. A capital improvement project resulting in the replacement of all the gas lighting fixtures was completed in FY 20-21 which utilized available reserves.

Zone 3 **Emblem House Tract 33532**

This zone was created at the request of the Developer (Emblem Homes), in lieu of a homeowner's association. The Developer installed sprinkler guns to irrigate the natural area north of the homes for fire protection. The maintenance of the sprinkler guns is a special benefit to all lots within the subdivision. The areas adjacent to the landscaping are given a benefit of 30% greater than the remainder of the lots.

Lots 1, 2, 18-119 are not adjacent to landscape areas

Lots 3-17 are assessed a 30% surcharge.

As in previous years, the City's General Fund has paid for this fire protection.

Zone 4 Las Lomas Villas Tracts 33964, 34892 & 35709

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The Developer, for the benefit of all lots, installed the landscaping as a special benefit to all lots, within the tract and is assessed equally to all lots. The assessment is based on a voter-approved formula, which provides for an annual C.P.I. increase not to exceed 3%. The C.P.I. for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$13.91 per parcel to \$477.63 per parcel. The levy is proposed to increase to \$456.35 to balance the budget. The levy is still below the maximum assessment of \$477.63.

Zone 5 Kaufman and Broad Development Phase I – Tract 35415(Encanto Parkway)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The entrance landscaping on Encanto Parkway was installed by the Developer, as a special benefit to all lots, within the tract and is assessed equally to all lots. Since the extension landscaping along Encanto Parkway is also being considered a Citywide benefit, a portion of the budget has been moved to the Citywide Street portion of the Assessment District. The resulting contribution to the zone amounts to \$7,532.00, an equal portion of the total zone assessment levied on the respective parcels.

An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. Consequently, the level of maintenance was reduced to balance the expenditures with the assessment. For this Fiscal Year, reserves will be held to fund future improvements focusing on enhancing water efficacy.

Zone 6 Kaufman and Broad Development Phase II – Tracts 35631 and 41717 (Rancho Verde)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. There was a significant increase in water usage the "system" is being reevaluated.

Zone 7 Amberwood Tract 35711

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$15.56 per parcel to a maximum of \$534.33 per parcel. For Fiscal Year 2024-25, the levy is proposed be at \$525.50, which is below the maximum allowable levy.

Zone 8 Village at Windsor Tract 39457

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. The assessment formula is based upon a voter approved formula which provides for an assessment increase (CPI) not to exceed 3% a year. The C.P.I. for the year ending December 31, 2023 was 3.5%. A maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$12.41 per parcel to a maximum of \$426.12 per parcel. For Fiscal Year 2024-25, the levy is proposed be at the maximum assessment of \$426.12.

Zone 9 Tract 32993 (Kendrick Tract) and Tracts 35135, 35136, 35137 (Hearthstone Homes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit of all lots, and is assessed equally to all lots. An increase in assessment was proposed for Fiscal Year 2010-11. This increase was subject to the requirements of Proposition 218 "the Right to Vote on Taxes Act". The increase was not approved by the property owners. While the level of maintenance was reduced, increases to water costs are contributing to the annual budget exceeding revenue from assessments.

Zone 10 Tracts 35138, 35139, 38393 & 39932 (Hearthstone Del Norte)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The tracts are specially benefited equally by the landscaping installed by the Developer except for the lots adjacent to that landscaping maintained by the district, which has an additional special benefit of 10%. A major brush clearing project is proposed for this fiscal year using previous years surpluses.

Total lot count not assessed the additional 10% = 170 lots

Lots assessed 10% additional benefit:

(2) Lots 18, 20 (Tract 35139)

(4) Lots 25-28 (Tract 39932)

(11) Lots 10, 11, 17-20, 31-34, 39 (Tract 38393)

Zone 11 Tract 42150 (TKI Townhomes)

This zone was created at the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots. The Board of Directors of the Home Owners Association in 2004 requested that the City allow the Home Owners Association to maintain the landscaping. The request was approved. A zero assessment for the landscaping within this zone has thus been shown.

Zone 12 Tract 33704 (Benchmark Homes)

This zone has been eliminated.

Zone 13 Mike's Center

This zone was created, at the request of the property owners, to maintain improvements installed by the City and financed by the property owners with assistance from Community Development Block Grant Funds. The lighting and landscaping was installed as a special benefit to all lots and is assessed based on lot area.

Zone 14 Tract 51911 (Las Brisas Development)

This zone was created upon the request of the Developer in lieu of a homeowner's association maintaining the landscaping. The landscaping was installed by the Developer, for the special benefit to all lots, and is assessed on a per lot basis. This zone was formed in 1995. At the time of the formation of this zone, the assessment was based upon a formula, which recognized the increase of inflation. The C.P.I. for the year ending December 31, 2023 was 3.5%. A 3% C.P.I. would allow for an assessment increase of \$17.92 per parcel to \$615.16 per parcel. For Fiscal Year 2024-25, the levy of \$579.84 is required to balance the expenses.

Zone 15 Tracts 52121 and 52255 (Las Posadas Development)

This zone was created in 1997 upon the request of the developer in lieu of a homeowners association maintaining the landscaping. The landscaping was installed by the developer, for the special benefit to all lots, and is assessed on a per lot basis. At the time of formation of the zone, the assessment was based upon a formula which allows for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% would allow for an assessment increase of \$16.69 per parcel to \$572.90 per parcel. The maximum assessment of \$572.90 is proposed for Fiscal Year 2024-25.

Zone 16 Tract 52337 (Buena Vista Villas)

This zone was created upon the request of the developer and a vote of the property owner in 1998. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. This zone was created in 1998. The assessment is based upon a formula which provides for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$17.78 per parcel from \$592.64 to \$610.42 per parcel. For Fiscal Year 2024-25, the maximum levy of \$610.42 per parcel is required, with the utilization of reserves to balance expenses.

Zone 17 Tract 52704 (Citrus Collection)

This zone was created upon the request of the developer and a vote of the property owner in 2000. The developer installed all the landscaping to specially benefit all lots equally, therefore the assessment is levied on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase of up to 3% per year. The C.P.I. for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$25.34 per parcel from \$844.55 to \$869.89 per parcel. For Fiscal Year 2024-25, a levy of \$695.00 per parcel is required to balance expenses and contribute to the fund reserve which is less than the maximum allowed assessment of \$869.89 per parcel.

Zone 18 Tract 52867(Ridgecrest Estates)

This zone was created upon the request of the developer and a vote of the property owners in 2011. The developer installed all the landscaping to specially benefit all lots equally and the drainage improvements to benefit the development specifically and the City generally equally. The development share of the drainage improvements benefits all the lots equally. The assessment is levied thus on a per lot basis. The assessment formula is based upon a formula which provides for an assessment increase based on the CPI with a maximum of 3% per year. The special assessment was approved on December 13, 2011 per Resolution 11-49. The CPI for the year ending December 31, 2023 was 3.5%. The maximum allowable C.P.I. increase of 3% raises the maximum assessment by \$52.57 per parcel from \$1,752.48 to \$1,805.05. For Fiscal Year 2024-25, a maximum levy of \$1,805.05 per parcel is required to balance expenses with the application of reserves. A general benefit contribution from the City in the amount of \$2,000.00 is applied to cover half of the annual maintenance cost for the debris basin and storm drain system in this Zone. As in past years, a brush clearance and replanting project will occur again in Fiscal Year 2024-25.

2024-25 CITYWIDE DISTRICT AND SPECIAL BENEFIT ZONE CALCULATIONS
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Citywide Parks, Lighting and Street

Parks, Lighting, & Street	\$1,485,400.00
General Fund Contribution (Deficit)	<u>\$ (787,155.00)</u>
<u>Total Citywide Assessment for 2024-2025</u>	\$ 698,245.00

Parks

Park Maintenance*	\$ 805,782.00
General Fund Contribution (Deficit)	<u>\$ (470,772.00)</u>
Total Parks Assessment	\$ 335,010.00

Street Lighting

Lighting Maintenance	\$ 424,900.00
General Fund Contribution (Deficit)	<u>\$ (244,806.00)</u>
Total Citywide Lighting Assessments	\$ 180,094.00

Citywide Street

Street Maintenance Cost	\$ 254,718.00
General Fund Contribution (Deficit)	<u>\$ (71,577.00)</u>
Total Citywide Street Assessments	\$ 183,141.00

Special Benefit Zone Maintenance Cost

Maintenance Expenses & Transfers to Reserve Funds	\$ 376,763.00
Transfers From Reserves ***	\$ (45,743.00)
Transfers from General Fund	\$ (0.00)
General Fund Obligated Expenses **	<u>\$ (15,932.00)</u>
<u>Total Special District Assessments for 2024-2025</u>	\$ 315,088.00

<u>Grand Total Citywide and Special Benefit Zones Assessments for 2024-25</u>	\$ 1,013,333.00
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- * This does not include the sports park maintenance costs which cannot be included in the District.
- ** Includes \$6,400.00 (Emblem Homes Zone 3), \$7,532.00 (Encanto Parkway Zone 5), and \$2,000.00 (Ridgecrest Estates Zone 18).
- *** Includes \$7,000 (Zone 2 Mesa Area), \$5,636 (Zone 5 Encanto Parkway), \$2,054 (Zone 6 Rancho Verde), \$1,381 (Zone 8 Windsor), \$5,338 (Zone 9 Kendrick), \$15,724 (Zone 10 Hearthstone Del Norte), \$1,472 (Zone 13 Mike's Center), \$47 (Zone 15 Las Posadas), \$5,567 (Zone 16 Buena Vista), \$1,524 (Zone 18 Ridgecrest). In instances where a zone balance is in a deficit, reserves applied to the annual budget will be an obligation of the respective zone unless otherwise approved by the City.

**2024-25 CITYWIDE STREET LIGHTING
AND SPECIAL BENEFIT ZONE CALCULATIONS**

ZONE	DISTRICT	2022-23	2023-24	2024-25
1	Lighting	\$30.44	\$30.44	\$30.44
	Street Maintenance	\$15.74	\$15.74	\$15.74
	Parks	\$59.42	\$59.42	\$59.42
	(Average Single Family)			
	Sub-Total	\$105.60	\$105.60	\$105.60
2	Mesa Area	\$218.38	\$218.38	\$218.38
3	Emblem Homes			
	Base Cost	\$105.60	\$105.60	\$105.60
	Surcharge Lots	\$105.60	\$105.60	\$105.60
4	Las Lomas Villas	\$538.94	\$542.10	\$561.95
5	Encanto Parkway	\$167.34	\$167.34	\$167.34
6	Rancho Verde	\$324.10	\$324.10	\$324.10
7	Amberwood	\$609.26	\$624.37	\$631.10
8	Windsor	\$507.25	\$519.31	\$531.72
9	Kendrick, Hearthstone	\$139.05	\$139.05	\$139.05
10	Hearthstone			
	Base Cost	\$251.59	\$251.59	\$251.59
	Surcharge Lots	\$267.81	\$267.81	\$267.81
11	T.K.I. Townhomes	\$105.60	\$105.60	\$105.60
12	Benchmark Homes	\$105.60	\$105.60	\$105.60

2024-25 CITYWIDE STREET AND SPECIAL DISTRICT ASSESSMENT COMPARISON

ZONE	DISTRICT	2022-23	2023-24	2024-25
13	Mike's Center			
	8530-018-027	\$2,249.29	\$2,249.29	\$2,249.29
	8530-018-028	\$1,107.02	\$1,107.02	\$1,107.02
	8530-018-029	\$1,151.32	\$1,151.32	\$1,151.32
	8530-018-030	\$ 525.08	\$ 525.08	\$525.08
	8530-018-031	\$ 525.08	\$ 525.08	\$525.08
	8530-018-032	\$ 525.08	\$ 525.08	\$525.08
	8530-018-033	\$2,318.65	\$2,318.65	\$2,318.65
	8530-018-034	\$2,907.77	\$2,907.77	\$2,907.77
	8530-018-054	\$1,810.27	\$1,810.27	\$1,810.27
	8530-018-055	<u>\$8,813.93</u>	<u>\$8,813.93</u>	<u>\$8,813.93</u>
		\$21,933.49	\$21,933.49	\$21,933.49
14	Las Brisas	\$685.44	\$685.44	\$685.44
15	Las Posadas	\$645.60	\$661.81	\$678.50
16	Buena Vista Villas	\$680.98	\$698.24	\$716.02
17	Citrus Collection	\$701.05	\$773.78	\$800.60
18	Ridgecrest Estates	\$1,065.60	\$1,858.08	\$1,886.65

*Citywide only within this Special Benefit Zone.

**ZONE 2 – MESA AREA
(FUND 2430)**

ESTIMATED EXPENSES 2024-25

Gas	\$15,000.00	
Repairs	\$ 1,000.00	
Capital Improvements (Replacement)	\$ 0.00	
Personnel	\$ 3,800.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$19,800.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$12,800.00	
Transfer From Reserve	\$ 7,000.00	
Transfer From General Fund	\$ 0.00	
Total Revenue		\$19,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$22,356.00
2021	(\$3,208.00)
2022	(\$6,857.00)
2023	(\$12,089.00)
2024	(\$14,320.00) Estimated

*Estimated Year End Balance

Zone 2 Information

Number of lots to be assessed	<u>100</u>
GAS LIGHTING – COST PER LOT	\$ 128.00
Intersection Only Lighting – Cost Per Lot	\$ 15.22
Citywide Street Maintenance - Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 218.38

**ZONE 3 – EMBLEM HOMES
(FUND 2429)**

ESTIMATED EXPENSES 2024-25

Water	\$ 4,000.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,000.00	
Personnel	\$ 1,100.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$6,400.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 0.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund (Obligation)**	<u>\$ 6,400.00</u>	
Total Revenue		\$6,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$0
2021	\$0
2022	\$0
2023	\$0
2024	\$0

Zone 3 Information

Number of lots to be assessed	<u>121</u>
<u>LANDSCAPE COST PER LOT</u>	
Base Cost 100	\$ 0
Surcharge Lots 19 + 30%	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
City-Wide Street Maintenance Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	
Base Cost	\$ 105.60
Surcharge	\$ 105.60

**ZONE 4 – LAS LOMAS VILLAS
(FUND 2421)**

ESTIMATED EXPENSES 2024-25

Water	\$ 20,000.00	
Electric	\$ 500.00	
Repairs and Replacement	\$ 5,000.00	
Landscape Maintenance	\$ 17,000.00	
Personnel	\$ 10,000.00	
Tree Trimming within Landscape Area	\$ 5,000.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$57,500.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 57,500.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$57,500.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$13,401.00
2021	\$15,767.00
2022	\$18,719.00
2023	\$28,740.00
2024	\$33,430.00 (Estimated)

Zone 4 Information

Number of lots to be assessed	<u>126</u>
Landscape Per Lot	\$ 456.35
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 561.95

**ZONE 5 – ENCANTO PARKWAY
(FUND 2422)**

ESTIMATED EXPENSES 2024-25

Water	\$ 5,300.00	
Electric	\$ 1,100.00	
Repairs and Replacement	\$ 2,500.00	
Landscape Maintenance	\$ 5,800.00	
Tree Replanting Project	\$ 2,600.00	
Personnel	\$ 3,400.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$20,700.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 7,532.00	
Transfer From Reserve	\$ 5,636.00	
Transfer From General Fund (Citywide Benefit)**	<u>\$ 7,532.00</u>	
Total Revenue		\$20,700.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$0.00
2021	\$7,884.00
2022	\$9,494.00
2023	\$8,592.00
2024	\$6,209.00 (Estimated)

Zone 5 Information

Number of lots to be assessed	<u>122</u>
Landscape Per Lot	\$ 61.74
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 167.34

**ZONE 6 – RANCHO VERDE
(FUND 2427)**

ESTIMATED EXPENSES 2024-25

Water	\$ 9,000.00	
Electric	\$ 600.00	
Repairs and Replacement	\$ 1,200.00	
Landscape Maintenance	\$10,700.00	
Personnel	\$ 5,900.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$27,400.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 25,346.00	
Transfer From Reserve	\$ 2,054.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$27,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	(\$9,506.00)
2021	(\$15,052.00)
2022	(\$20,002.00)
2023	(\$19,590.00)
2024	(\$22,024.00) Estimated

Zone 6 Information

Number of lots to be assessed	<u>116</u>
Special Landscape Per Lot	\$ 218.50
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 324.10

**ZONE 7 – AMBERWOOD
(FUND 2423)**

ESTIMATED EXPENSES 2024-25

Water	\$ 9,300.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,500.00	
Landscape Maintenance	\$13,500.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$26,800.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 26,800.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$26,800.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$17,879.00
2021	\$20,809.00
2022	\$22,877.00
2023	\$23,936.00
2024	\$28,094.00 (Estimated)

Zone 7 Information

Number of lots to be assessed	<u>51</u>
Landscape Per Lot	\$ 525.50
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 631.10

**ZONE 8 – WINDSOR
(FUND 2424)**

ESTIMATED EXPENSES 2024-25

Water	\$ 4,000.00	
Electric	\$ 300.00	
Repairs and Replacement	\$ 1,600.00	
Landscape Maintenance	\$ 9,300.00	
Personnel	\$ 2,800.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$18,000.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$16,618.68	
Transfer from Reserve	\$ 1,381.32	
Transfer from General Fund	<u>\$ 0.00</u>	
Total Revenue		\$18,000.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$3,432.00
2021	\$4,805.00
2022	\$7,140.00
2023	\$9,377.00
2024	\$10,690.00 (Estimated)

Zone 8 Information

Number of lots to be assessed	<u>39</u>
Special Landscape per Lot	\$ 426.12
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
CITYWIDE ONLY COST PER LOT	\$ 531.72

**ZONE 9 – KENDRICK (TRACT 32993)
HEARTHSTONE (TRACTS 35135, 35136, 35137)
(FUND 2420)**

ESTIMATED EXPENSES 2024-25

Water	\$ 5,000.00	
Repairs and Replacement	\$ 500.00	
Landscape Maintenance	\$ 5,900.00	
Personnel	\$ 2,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$13,600.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 8,262.00	
Transfer From Reserve	\$ 5,338.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$13,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	(\$1,884.00)
2021	(\$3,599.00)
2022	\$2,522.00
2023	(\$149.00)
2024	(\$2,638.00) (Estimated)

Zone 9 Information

Number of lots to be assessed	<u>247</u>
Special Landscape Per Lot	\$ 33.45
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance – Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 139.05

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

ESTIMATED EXPENSES 2024-25

Other Services	\$ 2,000.00	
Water	\$ 15,000.00	
Electric	\$ 3,600.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 5,000.00	
Brush Clearance & Related Maintenance	\$14,000.00	
Personnel	\$ 3,200.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$43,300.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 27,576.00	
Transfer From Reserve	\$ 15,724.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$43,300.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$15,230.00
2021	\$8,843.00
2022	\$2,969.00
2023	(\$ 5,563.00)
2024	(\$ 15,814.00) (Estimated)

Zone 10 Information

Number of lots to be assessed	<u>187</u>
LANDSCAPE COST PER LOT	
Base Cost (170)	\$ 145.99
Surcharge Lots (17)	\$ 162.21
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42

ZONE 10 – HEARTHSTONE DEL NORTE
(TRACTS 35128, 35139, 38393, 39932)
(FUND 2425)

TOTAL COST PER LOT

Base Cost	\$ 251.59
Surcharge Lots	\$ 267.81

**ZONE 11 – T.K.I. TOWNHOMES
(FUND 2428)**

ESTIMATED EXPENSES 2024-25 **\$0**

ESTIMATED REVENUE 2024-25 **(\$0)**

Zone 11 Information

Number of lots to be assessed	<u>17</u>
LANDSCAPE COST PER LOT	\$ 0
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance Cost Per Lot	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 105.60

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

ESTIMATED EXPENSES 2024-25

Parking Lot Sweeping	\$ 9,500.00	
Water	\$ 800.00	
Electric	\$ 4,500.00	
Repairs and Replacements	\$ 700.00	
Landscape Maintenance	\$ 4,000.00	
Personnel	\$ 2,600.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$22,100.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$20,628.00	
Transfer From Reserve	\$ 1,472.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$22,100.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$8,080.00
2021	\$11,535.00
2022	\$14,824.00
2023	\$17,169.00
2024	\$16,685.00 (Estimated)

Zone 13 Information

Number of lots to be assessed 10

LANDSCAPE COST PER LOT

TOTAL COST PER AREA: **\$0.09503/sq. ft.**

**ZONE 13 – MIKE’S CENTER
(FUND 2426)**

Parcel Number	Square Feet	2024/25 Landscape Assessment	Frontage Feet	2024/25 Citywide Street Maintenance	2024/25 Total Assessment
8530-018-027	22,216	\$2,111.24	89.21	\$138.05	\$2,249.29
8530-018-028	10,890	1,034.90	43.92	72.12	1,107.02
8530-018-029	11,325	1,076.24	46.08	75.08	1,151.32
8530-018-030	5,125	487.04	20.50	38.04	525.08
8530-018-031	5,125	487.04	20.50	38.04	525.08
8530-018-032	5,125	487.04	20.50	38.04	525.08
8530-018-033	23,087	2,194.01	80.00	124.64	2,318.65
8530-018-034	28,750	2,732.18	115.00	175.59	2,907.77
8530-018-054	17,860	1,697.28	72.00	112.99	1,810.27
8530-018-055	<u>87,560</u>	<u>8,321.03</u>	<u>333.00</u>	<u>492.90</u>	<u>8,813.93</u>
	217,063	\$20,628.00	840.71	\$1,305.49	\$21,933.49

**ZONE 14 – LAS BRISAS HOMES
(FUND 2431)**

ESTIMATED EXPENSES 2024-25

Water	\$ 5,000.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 2,700.00	
Landscape Maintenance	\$10,700.00	
Personnel	\$ 3,500.00	
Transfer to Reserve	<u>\$ 1,573.00</u>	
Total Expenses		\$23,773.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 23,773.00	
Transfer From Reserve	\$ 0.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$23,773.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$3,187.00
2021	\$4,173.00
2022	\$5,859.00.
2023	\$9,386.00
2024	\$10,591.00 (Estimated)

Zone 14 Information

Number of lots to be assessed	<u>41</u>
Landscape Per Lot	\$ 579.84
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 685.44

**ZONE 15 – LAS POSADAS HOMES
(FUND 2432)**

ESTIMATED EXPENSES 2024-25

Water	\$ 5,000.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 500.00	
Landscape Maintenance	\$ 14,100.00	
Personnel	\$ 6,500.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$26,400.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 26,353.00	
Transfer From Reserve	\$ 47.00	
Transfer From General Fund	<u>\$ 0.00</u>	
Total Revenue		\$26,400.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	(\$539.00)
2021	(\$3,495.00)
2022	(\$2,281.00)
2023	(\$662.00)
2024	(\$1,119.00) (Estimated)

Zone 15 Information

Number of lots to be assessed	<u>46</u>
LANDSCAPE COST PER LOT	\$ 572.90
Street Lighting Cost Per Lot	\$ 30.44
City-wide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 678.50

**ZONE 16 – BUENA VISTA VILLAS
(FUND 2433)**

ESTIMATED EXPENSES 2023-2024

Water	\$ 7,200.00	
Electric	\$ 300.00	
Repairs and Replacements	\$ 4,900.00	
Landscape Maintenance	\$ 9,000.00	
Personnel	\$ 3,700.00	
Transfer to Reserve	<u>\$ 0.00</u>	
Total Expenses		\$25,100.00

Estimated Revenue 2024-25

Special Zone Assessment 2024-25	\$ 19,533.00	
Transfer From Reserve	\$ 5,567.00	
Transfer From General Fund	<u>\$ 0.00</u>	
General Revenue		\$25,100.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$12,956.00
2021	\$7,407.00
2022	\$7,492.00
2023	\$9,613.00
2024	\$13,286.00 (Estimated)

Zone 16 Information

Number of lots to be assessed	<u>32</u>
LANDSCAPE COST PER LOT	\$ 610.42
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 716.02

**ZONE 17 – CITRUS COLLECTION
(FUND 2434)**

ESTIMATED EXPENSES 2024-25

Water	\$ 5,000.00
Electric	\$ 300.00
Repairs and Replacements	\$ 500.00
Landscape Maintenance	\$ 6,000.00
Personnel	\$ 2,900.00
Transfer to Reserve	<u>\$ 590.00</u>
Total Expenses	\$15,290.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$ 15,290.00
Transfer From Reserve	\$ 0.00
Transfer From General Fund	<u>\$ 0.00</u>
Total Revenue	\$15,290.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND

Fiscal Year Ending	Balance
2020	\$5,444.00
2021	\$6,100.00
2022	\$7,735.00
2023	\$7,439.00
2024	\$7,582.00 (Estimated)

Zone 17 Information

Number of lots to be assessed	<u>22</u>
LANDSCAPE COST PER LOT	\$ 695.00
Street Lighting Cost Per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 800.60

**ZONE 18 – RIDGECREST ESTATES
(FUND 2435)**

ESTIMATED EXPENSES 2024-25

Fuel Modification	\$ 9,000.00	
Water	\$ 6,000.00	
Electric	\$ 400.00	
Repairs and Replacements	\$ 1,200.00	
Landscape Maintenance	\$ 8,500.00	
Debris Basins/Storm Drain System**	\$ 4,000.00	
Personnel	\$ 1,500.00	
Reserve/Contingency (15% max)	\$ 0.00	
Transfer to Reserve	\$ 0.00	
Total Expenses		\$30,600.00

ESTIMATED REVENUE 2024-25

Special Zone Assessment 2024-25	\$27,075.75	
Transfer From Reserve	\$ 1,524.25	
Transfer From General Fund**	\$ 2,000.00	
Total Revenue		\$30,600.00

5-YEAR CAPITAL LANDSCAPE RESERVE FUND***

Fiscal Year Ending	Balance
2020	\$30,602.00
2021	\$18,361.00
2022	\$7,125.00
2023	\$20,444.00
2024	\$18,527.00 (Estimated)

Zone 18 Information

Number of lots to be assessed	<u>15</u>
LANDSCAPE COST PER LOT	\$1,805.05
Street Lighting Cost per Lot	\$ 30.44
Citywide Street Maintenance	\$ 15.74
Park Assessment Per Lot	\$ 59.42
TOTAL COST PER LOT	\$ 1,910.65

*Previously approved by Resolution 11-49.

** City general fund contributing one half of estimated cost for the purpose of addressing the General benefit.

***Reserve Fund necessary for extraordinary debris removal from debris basins resulting from high intensity storms.



ITEM: 15.A

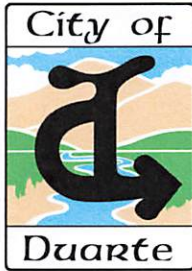
Appointments to the 2024/25 Mayor's Youth Council

Recommended Action:

Appoint all sixteen (16) candidates that applied to serve on the 2024/25 Mayor's Youth Council.

Attachments:

[15.A - Staff Report - Appointments to the 2024 25 Mayor's Youth Council.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024
TO: Mayor and Members of the City Council
FROM: Manuel Enriquez, Director of Parks and Recreation
BY: Marilyn Mays, Recreation Supervisor
SUBJECT: Appointments to the 2024/25 Mayor's Youth Council
RECOMMENDATION: Staff recommends City Council appoint all sixteen (16) candidates that applied to serve on the 2024/25 Mayor's Youth Council
FISCAL IMPACT: \$3,660 is allocated in the approved Fiscal Year 2024/25 Budget for the youth council's uniforms and meeting supplies.

BACKGROUND

In April of 2008, the Mayor's Youth Council of the City of Duarte was established. The youth council is a leadership development program in which teens in grades 8 through 12 are given an opportunity to advise, recommend, assist, and encourage activities to be undertaken for and with teens in the City.

Members selected to serve will be provided an opportunity to learn and contribute to the community, engage in volunteer activities, network with professionals within the community, undertake leadership and training programs, and implement ideas through practical actions and programs in the community. Youth council members will participate in, and encourage other teens to participate in, programs and activities at the Duarte Teen Center, will assist in the creation, development, and implementation of programs and activities for teens at the Duarte Teen Center and in the City.

DISCUSSION/ANALYSIS

Prior to tonight's regular City Council Meeting, the City Council conducted candidate interviews for the 2024/25 Mayor's Youth Council.

6 PM

Victoria Ramirez
Justus Peoples
Harmony Villa
Landen Graves
Ethan Finlay

6:15 PM

Hope Peoples
Elisa Ramos
Karina Yue
Emma Li
Brandon Edwards

6:30 PM

Alexys Nichols
Javier Garcia
Amelie Lopez-Driotis
Brielle Finlay
Jimena Lozada
Michael Dandurand

RECOMMENDATION

Staff recommends City Council appoint all sixteen (16) candidates that applied to serve on the 2024/25 Mayor's Youth Council.

FISCAL IMPACT

\$3,660 is allocated in the approved Fiscal Year 2024/25 Budget for the youth council's uniforms and meeting supplies.



ITEM: 15.B

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

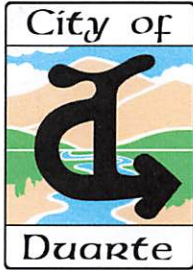
Recommended Action:

1) Award the construction contract for the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, to Trueline Construction & Surfacing, Inc., as the lowest responsive and responsible bidder in the amount of \$116,462, in addition to a ten percent contingency and 2) Approve a total project budget amendment of \$54,109 from the Park Improvements fund.

Attachments:

[15.B - Staff Report - AOC Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project.pdf](#)

[15.B - Agreement for Construction or Maintenance Services with Trueline Construction & Surfacing, Inc.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Award of Contract – Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project (24-12)

RECOMMENDATION: Staff recommends City Council 1) award the construction contract for the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, to Trueline Construction & Surfacing, Inc., as the lowest responsive and responsible bidder in the amount of \$116,462, in addition to a ten percent contingency and 2) approve a total project budget amendment of \$54,109 from the Park Improvements fund.

FISCAL IMPACT: This project was budgeted in Fiscal Year 2024/25 at \$74,000 from Park Improvements (400-4005-8041). The additional cost of \$54,109 will be covered by grant funds available through the City's California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program and Measure A funds.

BACKGROUND

Back in February, the City Council approved the Parks and Recreation Commission's recommendation for the full conversion of one (1) of the existing tennis courts at Royal Oaks Park to two (2) permanent pickleball courts, installed with lines and nets, and to paint pickleball lines on the remaining tennis court side to allow it to be used as both a tennis court and pickleball courts.

DISCUSSION/ANALYSIS

The Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project consists of furnishing all labor, material, equipment, services, and incidentals required for the conversion of one tennis court to two permanent pickleball courts, the resurfacing of the other tennis court with lines for tennis and pickleball, and the replacement of the worn chain link fence and windscreens at Royal Oaks Park - 2627 Royal Oaks Drive.

On May 13, 2024, the City published an invitation to bid on the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, 24-10, in accordance with Duarte Municipal

Code (DMC) Section 2.36.060. On June 5, 2024, the City received two (2) bids for the subject project. The bids were reviewed for responsiveness to the bid specification requirements.

The following results were determined to be in conformance with the bid documents and specifications. Therefore, staff recommends that the bid be awarded to the lowest responsive and responsible bidder.

Responsive and responsible bidder results:

- | | |
|--|---------------|
| 1. Trueline Construction & Surfacing, Inc. | \$ 116,461.35 |
| 2. RMS Construction | \$ 144,450.00 |

RECOMMENDATION

Staff recommends City Council 1) award the construction contract for the Royal Oaks Park Pickleball Court Conversion and Tennis Court Resurfacing Project, to Trueline Construction & Surfacing, Inc., as the lowest responsive and responsible bidder in the amount of \$116,462, in addition to a ten percent contingency and 2) approve a total project budget amendment of \$54,109 from the Park Improvements fund.

FISCAL IMPACT

This project was budgeted in Fiscal Year 2024/25 at \$74,000 from Park Improvements (400-4005-8041). The additional cost of \$54,109 will be covered by grant funds available through the City's California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Program and Measure A funds.

ATTACHMENT

Attachment A: Agreement for Construction or Maintenance Services

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Trueline Construction & Surfacing, Inc., a California corporation, (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be the Director of Parks & Recreation of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor to have timely performed the Services set forth in Exhibit A. In City’s sole and absolute discretion, prior to effecting a suspension or termination pursuant to this Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Contractor may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days’ prior written notice to City which notice shall

specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Contractor Services under this Agreement. Contractor shall also maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.
- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and

subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful

performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

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

12. PATENTED AND COPYRIGHTED MATERIALS

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

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor’s failure to pay prevailing wages.

B. California Labor Code. Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

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

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other or by e-mailing the notice to the e-mail addresses as set forth below:

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: **Director of Parks & Recreation**

If to Contractor:

Trueline Construction & Surfacing, Inc.
12397 Doherty Street
Riverside, CA 92503
Attn: Janet Bangs, Vice President

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

23. SEVERABILITY

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

24. EXECUTION

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. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. NON-LIABILITY OF CITY PERSONNEL

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

28. GOVERNING LAW AND VENUE

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 permitted by law, 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. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

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

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. 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 shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

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

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONTRACTOR

City Manager

Date: _____

By: _____

Its: _____

Date: _____

By: _____

ATTEST

City Clerk

Date: _____

Its: _____

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION: The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for the conversion of one tennis court to two permanent pickleball courts, resurface of one tennis court also striped of two games of pickleball, and replacement of worn chain link fence and windscreens at Royal Oaks Park - 2627 Royal Oaks Drive.

Item 1. Prep Work: On courts 1 and 2, power wash and grind off the current surface to a tight finish, acid etch, and prime the surface.

Item 2. On courts 1 and 2, patch cracks and spalls. Grind displaced areas on cracks so both sides are level.

Item 3. On court 1, remove existing tennis court posts, provide, and install two sets of pickleball posts, sleeves and net, core drilled.

Item 4. On court 2, remove existing tennis court posts and provide and install one set of tennis court posts, sleeve and net, core drilled.

Item 5. On courts 1 and 2, apply Sportmaster black resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color coating.

Item 6. On Courts 1 and 2, apply two coats of Sportmaster Color System, 100% latex, mixed with #90 silica sand for a medium speed of play.

Item 7. On court 1, stripe play lines for two games of Pickleball facing North/South, sharp and accurate to ASBA specs (color to be determined).

Item 8. On Court 2, stripe play lines for a combination of one game of tennis court facing North/South and two games of pickleball courts, sharp and accurate to ASBA specs (colors to be determined).

Item 9. On courts 1 and 2, remove and replace caulking with Sika-Flex 2CSL, grind edges for proper adhesion.

Item 10. On courts 1 and 2, remove and properly dispose of existing chain link fence and windscreen.

Item 11. On courts 1 and 2, repair one existing fence post and paint all existing fence posts and pipe framing black.

Item 12. On courts 1 and 2, install 12' high, black vinyl coated chain link fence around perimeter of courts, 7' high, black vinyl coated chain link fence partially between courts 1 and 2, and a 3' high black vinyl coated chain link fence between Court 1 pickleball courts.

Item 13. On courts 1 and 2, install 8' high, commercial mesh windscreen (color to be determined) including two printed Duarte logos on them (one for each court)

PERFORMANCE SCHEDULE:

Construction shall be completed within 45 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

BASE BID FOR ROYAL OAKS PARK PICKLEBALL COURT CONVERSION AND TENNIS COURT RESURFACING					
Line Item	Bid Items	UofM	Quantity	Unit Price	Extension
1	Power wash courts and grind off the current surface to a tight finish, acid etch, and prime the surface	EA	2	\$1,000.00	\$2,000.00
2	Patch and grind cracks and spalls	LS	1	\$12,460.00	\$12,460.00
3	Remove existing tennis net posts and install pickleball posts, sleeves, and net	EA	2	\$3,880.00	\$7,760.00
4	Remove existing tennis net posts, provide, and install one set of tennis court posts, sleeve, and net.	EA	1	\$3,880.00	\$3,880.00
5	Apply Sportmaster black resurfacer coat to each court.	EA	2	\$3,960.00	\$7,920.00
6	Apply two coats of Sportmaster Color System coating to each court.	EA	2	\$7,920.00	\$15,840.00
7	Stripe play lines for two games of pickleball	EA	2	\$770.00	\$1,540.00
8	Stripe play lines for a combination of two games of pickleball courts and one game of tennis court	EA	3	\$770.00	\$2,310.00
9	Remove and replace caulking with Sika-Flex 2CSL	EA	1	\$3,091.00	\$3,091.00
10	Remove and properly dispose of existing chain link fence and windscreen	LF	530	\$8.11	\$4,298.30
11	Repair one existing fence post and paint all existing fence posts and frame pipe black	EA	1	\$10,520.00	\$10,520.00
12	Install 12' high, black vinyl coated chain link fence around perimeter of courts	LF	480	\$55.33	\$26,558.40
13	7' high fence between courts 1-2	LF	50	\$78.15	\$3,907.50
14	3' high fence between court 1 pickleball courts	LF	25	\$78.15	\$1,953.75
15	Install 8' high, Commercial mesh windscreen including two Duarte logos	LF	480	\$25.88	\$12,422.40
Total Base Bid					\$116,461.35

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): Five Million Dollars (\$5,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of

California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.

D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.



ITEM: 15.C

Consideration of a Service Agreement with Train Up a Child LLC

Recommended Action:

(1) Find that waiving the competitive bidding process pursuant to Municipal Code Section 2.36.050(o) shall best serve the City due to the consultant's specialized nature of the programs and services, and (2) Authorize the City Manager to execute a five-year service agreement with Train Up a Child LLC.

Attachments:

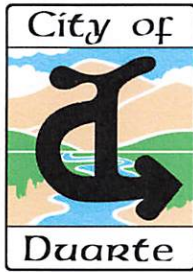
[15.C - Staff Report - Consideration of Service Agreement with Train Up a Child LLC.pdf](#)

[15.C - Attachment A - LA Daily News Article.pdf](#)

[15.C - Attachment B - Raymond Abernathy Resume.pdf](#)

[15.C - Attachment B - Train Up a Child LLC Company Overview 6-11-2024.pdf](#)

[15.C - Attachment C - Train up a child LLC City of Duarte Professional Services Agreement 6-11-2024.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety Services

SUBJECT: Consideration of a Service Agreement with Train Up a Child LLC

RECOMMENDATION: Staff recommends that the City Council (1) find that waiving the competitive bidding process pursuant to Municipal Code Section 2.36.050(o) shall best serve the City due to the consultant's specialized nature of the programs and services, and (2) authorize the City Manager to execute a five-year service agreement with Train Up a Child LLC.

FISCAL IMPACT: The Professional Services Agreement with Train Up a Child LLC, including additional programming costs, has been included in the FY 24/25 Budget. By replacing the LA County Probation Department's GAPP contract with the Train Up a Child LLC service agreement and other programming costs, staff is projecting savings of \$400 in the first year, \$12,600 in the second year, \$9,600 in the third year, \$7,600 in the fourth year, and \$4,600 in the fifth year, totaling \$34,800 over the 5-year contract term. The agreement amounts are \$80,000 for year one, \$80,000 for year two, \$82,400 for year three, \$84,872 for year four, and \$87,418.16 for year five.

BACKGROUND

In 1989, the City of Duarte entered into an agreement with the Los Angeles County Probation Department to establish the Gang Alternative and Prevention Program (GAPP). This program hired a full-time Deputy Probation Officer responsible for working within the Duarte Unified School District, targeting at-risk youth with prevention and intervention services aimed at reducing truancy and other serious behavioral issues. The program has been ongoing since its inception.

Since 2020, the LA County Probation Department has faced staffing shortages in juvenile halls. The COVID-19 pandemic exacerbated this situation, causing the department to reassign Field Deputies to cover vacancies in the halls. Initially, this resulted in a 25% to 50% reduction in service to Duarte, as our Field Deputy had to fill in for vacancies. In March 2024, the situation worsened as the LA County Probation Department faced increased pressure to staff the halls adequately or risk closures. Consequently, over 250 deputies were pulled from field duties to work in juvenile halls, including Duarte's assigned probation officer, leaving Duarte with no probation coverage. (See Attachment A for a news article on the Probation Department's situation.)

Throughout this period, staff have engaged with LA County Probation management to seek future outlooks and timelines. However, due to the unpredictability of the halls, they have been unable to provide any concrete information. Recognizing the gap in service and the success of the program over the years, staff communicated with the current LA County Probation Deputy who retired from the department to work directly with the City rather than through the County.

The owner and operator of Train Up a Child LLC, Raymond Abernathy, worked in Duarte as a contracted LA County Probation Officer from August 2014 until March 2024 (~10 years). During his tenure, Raymond led the A-Team, a group focused on at-risk youth referred by the school district, LA County Sheriff's Deputies, and Public Safety Staff. The A-Team offers comprehensive support services to youth and their families, promoting behavioral health, well-being, and positive community engagement. This role includes juvenile case management, psycho-social assessment, student advocacy, and instruction on core values and ethics through group mentoring and individualized case management.

DISCUSSION/ANALYSIS

The GAPP program has achieved significant success in improving behavior, reducing truancy, and decreasing overall Part One crimes. One of the contributing factors to this decline is working with at-risk youth, guiding them toward positive paths through mentorship and education rather than toward crime and gang affiliation.

By directly contracting with Train Up a Child LLC, the City of Duarte will have more control over data obtained, direct consultation with staff, and serve a larger youth population. The probation department previously limited the time spent on cases and the number of youth served. The new service agreement will set a minimum number of youth to be served, enhancing the program. Additionally, staff has collaborated with the consultant to develop a comprehensive list of services and enhancements for our at-risk youth population (see Attachment B for an overview of services provided by Train Up a Child LLC and consultant's resume).

Pursuant to Municipal Code Section 2.36.050 (o), which states that the City Council may forego competitive bidding procedures "when the City Council finds that negotiation, rather than bidding or quotation, shall best serve the city due to the specialized nature of supplies, equipment, programs, or services," staff recommends that the City Council waive the competitive bidding process for this agreement. As discussed, Train Up a Child LLC possesses unique qualifications, technical jurisdiction knowledge, and familiarity with the City of Duarte, demonstrated by their 10 years of work experience and the creation of the A-Team program.

RECOMMENDATION

Staff recommends that the City Council (1) find that waiving the competitive bidding process pursuant to Municipal Code Section 2.36.050(o) shall best serve the City due to the consultant's specialized nature of the programs and services, and (2) authorize the City Manager to execute a five-year service agreement with Train Up a Child LLC.

FISCAL IMPACT

The Professional Services Agreement with Train Up a Child LLC, including additional programming costs, has been included in the FY 24/25 Budget. By replacing the LA County Probation Department's GAPP contract with the Train Up a Child LLC service agreement and other programming costs, staff is projecting savings of \$400 in the first year, \$12,600 in the second year, \$9,600 in the third year, \$7,600 in the fourth year, and \$4,600 in the fifth year, totaling \$34,800 over the 5-year contract term. The agreement amounts are \$80,000 for year one, \$80,000 for year two, \$82,400 for year three, \$84,872 for year four, and \$87,418.16 for year five.

ATTACHMENTS

- A. Los Angeles Daily News Article regarding LA Probation staffing shortages
- B. Overview of services provided and consultant's resume
- C. Professional Services Agreement



NEWS • News

Removing hundreds of LA County probation officers from field duties sparks court delays, diminished oversight

Union official says the move, necessary to bolster juvenile hall staffing, 'is having an impact on community safety'



Los Angeles County moved some 275 youths to Los Padrinos Juvenile Hall in Downey, pictured here, in May 2023. (Photo by Dean Musgrove, Los Angeles Daily News/SCNG)



By **JASON HENRY** | jhenry@scng.com | Pasadena Star News

PUBLISHED: May 3, 2024 at 1:49 p.m. | UPDATED: May 8, 2024 at 5:20 p.m.



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Rank-and-file probation officers and the union that represents them claim the loss of hundreds of staff members from field offices throughout Los Angeles County is creating frustration, long court delays and a lack of oversight for thousands of convicted criminals.

Roughly 250 field officers were slated to be reassigned in March to the county's troubled, understaffed juvenile halls as part of a desperate — but ultimately successful — gambit to stave off the state's impending shutdown of its two largest facilities. Simultaneously, the Los Angeles County Deputy Probation Officers Union says the department sent home approximately 500 others who could not work in the juvenile halls due to medical restrictions, though it would have been possible for them to perform the office work they did previously.

Staff members in the dwindled field offices are now struggling to supervise thousands of probationers and keep up with prior workloads, union officials say. Probationers, meanwhile, claim they can't reach the officers overseeing them, while judges grow frustrated with impediments caused by the Probation Department's failure to create routine reports on time.

"Field DPOs are responsible for supervising tens of thousands of probationers in L.A. County neighborhoods," said Stacy Ford, president of the probation officers union. "The forced reassignment is having an impact on community safety as probationers on community release are simply not being supervised as required."

The hundreds of officers — responsible for performing compliance checks, monitoring for drug use and ensuring school attendance — are no longer performing their regular duties, according to Ford. A typical field probation officer supervises about 70 probationers, he said.

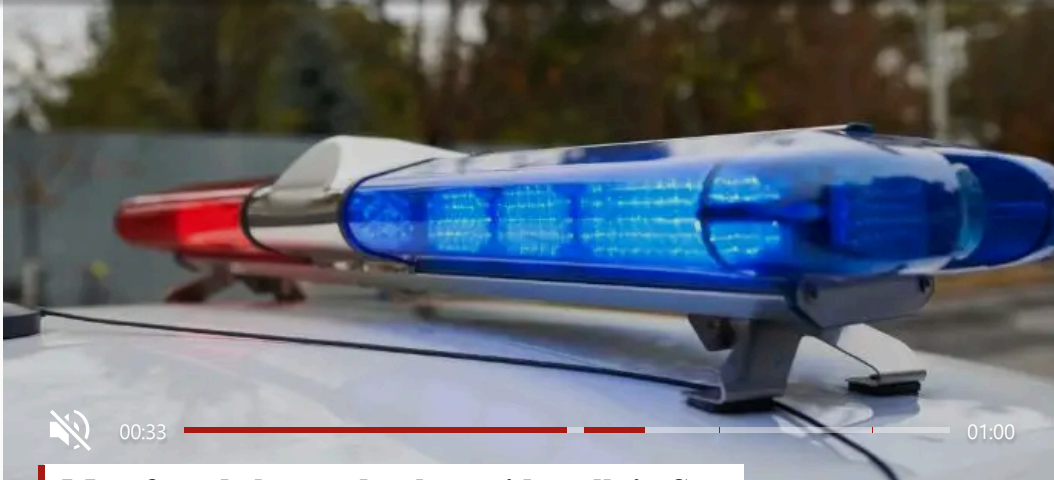
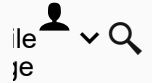
Other employees have fallen behind on a variety of reports used every day in criminal cases. Those include 3,000 monthly reports utilized by judges to evaluate criminal histories, assess probation violations, determine sentencing conditions and order the relinquishment of firearms.

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Man found shot to death on sidewalk in San Pedro neighborhood

Some of the officers with medical restrictions have [filed a class-action lawsuit](#) alleging the department is discriminating against them.

The Probation Department contests the staffing numbers released by the union. The department's latest calculation indicates 202 officers were transferred from the field offices to the juvenile halls, while 266 were sent home because they indicated they had limitations that "would make it virtually impossible for them to discharge their peace officer duties, whether in the halls or in the field," according to Mira Hashmall, an attorney representing the department in the lawsuit.

Ford, the union president, said the higher figure was provided by the department in April. A department spokesperson would not confirm nor deny that.

Though the union and officers have argued that field positions are largely desk jobs, the department doesn't agree and maintains those positions must meet the physical requirements of a peace officer, regardless of where they are deployed. Field officers go out into the community, interact with probationers and must be capable of making arrests, Hashmall said in a statement.

"Because many of the officers claimed they couldn't even do the minimum required, they were sent home as part of a new department protocol to determine how many of them could be safely accommodated in less strenuous capacities as needed," Hashmall stated.

"Meanwhile, the Department continued to make reassignments to the halls until there were enough full-duty peace officers at the juvenile facilities to guarantee the safety and welfare of the youth put in the department's care. At all times, our top priority remains the safety and welfare of the juvenile detainees, their families, the Department, and the community."

The department may create 125 to 180 temporary positions for the officers on limited duty, while the

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In a statement, the director of communications for the Los Angeles County Superior Court system confirmed the courts have been impacted by the Probation Department's shuffling of staff.

"Presiding Judge Jessner has not met with L.A. County Probation Chief Guillermo Viera Rosa on this issue," spokesman Rob Oftring said. "However, the Court has communicated its concerns regarding delays in receiving reports and staffing courtrooms to the County Probation Department and is confident that these issues are being addressed."

The Los Angeles County Public Defender's Office, which represents defendants unable to pay for private attorneys, indicated its clients have been affected as well.

"We have seen an uptick in terms of complaints from our clients, having to put cases over as we wait for these reports, and our lawyers who are very frustrated with the length of time that their clients are having to stay in custody," said Justine Esack, chief deputy of the Public Defender's Office. "Our clients who are out of custody are having difficulty making contact with their probation officers."

Lawyers whose clients were arrested, or received warrants for failing to report to their probation officers, have investigated and found offices unexpectedly closed during regular business hours and general confusion about which probation officer oversaw the client's case, Esack said.

"It becomes really frustrating and it's a real issue for our clients," Esack said. "If they are jailed because of some deficit in this process, they can lose their place to live. They can lose their jobs or be taken away from their family for a period of time. There are real-life consequences."

Angeles Zaragoza, a deputy alternate public defender and a member of the Board of State and Community Corrections, echoed those concerns during the BSCC's April meeting, shortly after the board narrowly voted to allow two of Los Angeles County's juvenile facilities — Los Padrinos Juvenile Hall and the Barry J. Nidorf Secure Youth Treatment Center — to stay open, in part because of the infusion of new officers from the redeployment.

"Our young people, who are on probation, trying to get their lives together, don't even know who their probation officer is, or how to get ahold of their probation officer, are ending up with violations because they can't get ahold of P.O. because their P.O. is deployed," she told her colleagues. "Everybody loses with this Band-Aid. And we're going to be here again, I know it."

Failing to properly supervise probationers also can lead to deadly consequences.

Last year, the county Office of Inspector General found the department overlooked multiple red flags and failed to act on information that a probationer was using drugs and carrying a firearm in the weeks before he killed two El Monte police officers and then himself in 2022.

The report found the department had not properly monitored convicted gang member Justin Flores for years. Flores' probation officer did not make contact with Flores, despite saying he had, on multiple occasions, and did not follow up after learning that Flores wasn't living at the address

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comments. But Felicia Cotton, deputy director of the department, briefly addressed similar complaints brought up by a caller at a recent Probation Oversight Commission meeting.

“I personally have called the P.O. locator line and they’ve called me back saying they’ve made four to five phone calls to different probation officers that were listed as being the probation officer, and they all said no, they weren’t,” said the parent, Lupe Ross.

“My apologies if your call may have gotten caught in the changeover,” Cotton responded.

All of the probation officers remain open and leadership at the individual offices should be able to provide assistance, Cotton said.

“We have had to reshuffle and realign caseloads,” she said. “That work has been disseminated to other probation officers in the office or in the region.”

In a separate statement, the department stated it is working “internally to expedite the timely delivery of state-mandated probation reports in adult cases” as a result of the concerns expressed by Superior Court judges.

“To address the Court’s concerns, we have transferred people from field operations and are retraining others to more than double the staff currently responsible for producing reports,” a spokesperson said in an email. “We continue to use all available resources to meet our state-mandated requirements while we negotiate a particularly challenging time in the Department.”

Probation officers are cycling through the juvenile halls on full-time, 60-day rotations. With the first rotation nearly up, the Probation Department’s leadership once again will need to shuffle officers around to fill the next group, creating the potential for even more chaos.

Assembling the next group could prove challenging. The department reportedly struggled to find officers capable of handling the conditions in the halls in the first round and had to agree to concessions with the union, including reducing the length of the redeployment down from 90 days.

[A FAQ posted by the probation officers’ union](#) indicated the department may even cancel preapproved time-off requests for newly reassigned officers if necessary to meet the staffing requirements at the juvenile halls.

A cultural problem?

Esack, the chief deputy public defender, said her office has experienced many of these same issues with the Probation Department for years, though she acknowledged a recent uptick because of the reassignments. She attributed it not to staffing, but to the department’s focus “on punishment, rather than care and resources.”

“From our perspective, it’s really a cultural issue,” she said. “Our clients have been feeling the

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“As it operates now, it is not working,” she said. “The system needs to be changed.”

Eduardo Mundo, the chair of the county’s Probation Oversight Commission and a former supervising probation officer, said he also doesn’t buy that staffing is the only reason why the department isn’t keeping up with its workload.

“No one was concerned when I was a DPO (deputy probation officer) and had 200 cases,” he said. “No one thought about public safety when I had that.”

Mundo said his caseload declined from 200 cases at a time in 1994 to only about 40 cases in the early 2000s, he said.

“When I was an investigator, we would average six or seven reports per week,” he said. “The last time I saw information related to investigations, what I was doing in a month by myself, an office was doing in three months.”

The Probation Oversight Commission has requested data about the field offices from the department and plans to dig into the impacts of the redeployment at its next two meetings in May and June, according to Mundo.

“What is really contributing to that? I have to see the data,” Mundo said. “I just find it odd that with the workload so low, that they couldn’t halve their juvenile workforce and still maintain the work quality.”

This article has been updated to include statements from the Probation Department contesting the numbers released previously by union officials.

The Trust Project

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Attachment B

RAYMOND ABERNATHY

Pasadena Ca. | duarteateam@gmail.com

WORK EXPERIENCE

APRIL 2001 to MARCH 2024	DEPUTY PROBATION OFFICER II, <u>LOS ANGELES COUNTY DEPARTMENT OF PROBATION</u> *JUVENILE HALL 2001-2006 (5.5 YEARS) - Supervise 40 detained minors in a 24-hour environment in their activities within the unit, Mentor, Observe and record behavior of probation youths *PROBATION YOUTH DETENTION CAMP 2006-2012 (5.5 YEARS) - Conduct group sessions to address such issues as substance abuse, family dynamics, gangs, following developed treatment plans for purpose of modifying behavior and to improve pro-social and vocational skills. - Provide crisis intervention counseling to minors to deescalate potentially harmful situations and/or high-risk behaviors *ASSEMBLY BILL 109 (AB109) Public Safety Realignment – 2012-2014 (2 YRS) - Supervises released adults from State Prison placed on probation by the Court; - Monitored/Drug tested probationer's compliance with the terms and conditions of AB109 post release - Evaluated the seriousness of probation violations and recommended action by the Court when the probationer violated the law or terms of probation - Made approx. 26 in office arrests *JUVENILE FIELD SUPERVISION –APRIL 2014 – MARCH 2024 (10 YRS) - Investigate and evaluate cases of juveniles referred to the Probation Department considering such factors as the present offense, the offender's prior record, and social history - Prepared reports and recommendations for use by the court in making dispositions of juvenile cases - Supervised juveniles placed on probation by the Court; established payment schedules for fines, restitution and other payments; instruct probationers regarding the terms and conditions of the probationary period. - Planned and monitored supervision programs designed to enable probationers to assume responsibility for their behavior and to comply with conditions of probation *DUARTE PREVENTION INTERVENTION PROGRAM –AUG. 2014 – MARCH 2024 (10 YRS) - Maintain caseload of 150+ youth for group and individual mentoring sessions - Created A-Team Prevention Intervention Group Mentor Program - Refer students to community-based organizations for specialized evidence-based services to address varying issues (e.g. bullying, truancy, gang involvement, drug use and abuse etc.) - Produced, arranged, & recorded a Duarte A-Team Music album full of songs which relate to the Lessons performed by the students in the program. - Support students in danger of harming themselves or others; support those undergoing school related crises, such as bullying, racial attacks, peer pressure to use drugs or failing grade; and help students dealing with other distressing issues, such as grief, loss and bereavement.
--------------------------------	---

Aug, 2007 to 2012	Adjunct Criminal Justice Professor, <u>Everest College</u> • Teach various courses within the Criminal Justice Program • Prepare students with hands-on-training and education that employers in the criminal justice field value
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EDUCATION

American Intercontinental University

Atlanta Ga.

Masters of Arts in Education

California State University Los Angeles

Los Angeles, CA

Bachelors of Arts in Psychology

SUMMARY OF SKILLS

- 20 + years of experience in group counseling/therapy with youth between ages 12-18
- 10 + years of experience in running small cognitive behavior groups
- 06 + years of experience in teaching and classroom control
- 20 + years of experience in working with individuals that have experienced delinquency, trauma, gang issues, substance abuse, academic functioning and mental health issues
- Competent in Microsoft Office, case management programs, and law enforcement computer programs

Attachment B

Train Up a Child LLC

Overview of Services

Founder and operator: Raymond Abernathy

Pasadena, CA | duarteateam@gmail.com

Company Mission:

Train Up a Child LLC is dedicated to providing comprehensive intervention and support services to youth, aimed at fostering personal growth, academic success, and overall well-being. Leveraging Raymond Abernathy's extensive experience in juvenile probation and community intervention, our programs are designed to address a wide range of challenges faced by at-risk youth, guiding them towards positive life choices and successful futures.

Services Provided:

1. Individual and Group Mentoring:

- Maintain a caseload of youth for tailored individual mentoring sessions.
- Conduct group mentoring sessions to address common issues such as peer pressure, family dynamics, and substance abuse.
- Use evidence-based practices to foster personal growth and pro-social behavior.

2. Counseling and Crisis Intervention:

- Provide crisis intervention counseling to deescalate potentially harmful situations and support youth in high-risk behaviors.
- Offer support to students dealing with crises such as bullying, racial attacks, and peer pressure to use drugs.
- Assist youth coping with distressing issues including grief, loss, and bereavement.

3. Educational Support and Academic Improvement:

- Develop and implement programs to help students improve academic performance.

Attachment B

- Support students at risk of academic failure with strategies and resources to succeed in school.

4. Referral to Community-Based Services:

- Connect students with specialized community-based organizations for services addressing bullying, truancy, gang involvement, drug use, and abuse.
- Collaborate with local organizations to ensure comprehensive support for each student's unique needs.

5. Creative and Therapeutic Activities:

- Produced and facilitated the Duarte A-Team Music Album, involving students in creating songs that reflect the lessons learned in mentoring sessions.
- Use creative arts as a therapeutic tool to engage youth and promote emotional expression and healing.

6. Life Skills and Behavioral Programs:

- Plan and monitor supervision programs to help youth assume responsibility for their behavior.
- Conduct cognitive behavior therapy groups to help youth develop coping skills and positive behavior patterns.

Target Demographic:

Youth Ages 6 - 17: 1st through 12th grade, with an emphasis on 1st through 8th grade (for early intervention), who are experiencing delinquency, trauma, gang issues, substance abuse, academic challenges, and mental health issues.

Professional Background of Raymond Abernathy:

- Over 20 years of experience in juvenile probation and youth mentoring.
- Extensive background in group counseling, cognitive behavior therapy, and crisis intervention.
- Proven track record in program development, including the successful A-Team Prevention Intervention Group Mentor Program.
- Former adjunct professor of Criminal Justice, bringing a strong educational foundation to his mentorship approach.

Attachment B

Education:

- Master of Arts in Education, American Intercontinental University
- Bachelor of Arts in Psychology, California State University Los Angeles

Key Skills:

- Proficient in Microsoft Office, case management programs, and law enforcement computer systems.
- Experienced in classroom teaching, group dynamics, and individual counseling.
- Skilled in addressing complex issues related to juvenile delinquency, trauma, gang involvement, and substance abuse.

At Train Up a Child LLC, we believe in the potential of every child to succeed and are committed to providing the guidance and resources necessary to make that success a reality.

CITY OF DUARTE AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made and effective as of **July 1, 2024** (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Train Up a Child, a Limited Liability Corporation, (“**Consultant**”). City and Consultant may sometimes herein be referred to individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to provide comprehensive support services to youth and their families as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until **June 30th, 2029**, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

4. MANAGEMENT

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

5. COMPENSATION

A. The City agrees to pay the Consultant an amount not to exceed \$80,000 for services rendered between July 1, 2024, and June 30, 2025, \$80,000 for services rendered between July 1, 2025, and June 30, 2026, \$82,400 for services rendered between July 1, 2026, and June 30, 2027, \$84,872 for services rendered between July 1, 2027, and June 30, 2028, and \$87,418.16 for services rendered between July 1, 2028, and June 30, 2029, based on the Scope of Services set forth in Exhibit A. The City Manager shall have the authority to increase the amount of compensation by any amount accepted and designated from any received grant or third-party funding source for the benefit of the Public Safety program.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4,

and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

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

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

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other

materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

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

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

parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

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

9. INSURANCE

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

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

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

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

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

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant

shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

11. NO UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

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

If to City: Public Safety Department
 Attn: Larry Breceda
 1042 Huntington Drive
 Duarte, California 91010
 lbreceda@accessduarte.com

If to Consultant: Raymond Abernathy
 1308 E Colorado Blvd #2155
 Pasadena, CA 91106
 duarteateam@gmail.com

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

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

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either

Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

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

20. CONFLICTS OF INTEREST

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

under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE

CONSULTANT

Brian Villalobos, City Manager

Date: _____

By: _____

Its: _____

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

EXHIBIT A

Scope of Services

Statement of Work: Public Safety Youth Program Consultant

Introduction:

The Public Safety Youth Program Consultant is responsible for providing comprehensive support services to youth and their families, focusing on promoting behavioral health, well-being, and positive community engagement. This role involves juvenile case management, psycho-social assessment, student advocacy, and instruction on fundamental core values and ethics through group mentoring and individualized case management. The consultant will serve at least 100 unduplicated youth monthly from grades 1 through 12, addressing various challenges and promoting positive outcomes in collaboration with stakeholders.

Responsibilities:

1. Conduct Psycho-social Assessments:

- Utilize survey instruments to conduct psycho-social assessments for youth who remain in the program for one month or more.
- Complete assessments for each youth cohort within one month of their enrollment in the program.
- Ensure accuracy and quality of assessments to inform tailored interventions and support services for youth and their families.

2. Attend and Participate in Relevant Meetings:

- Attend and actively contribute to city, community, school district, law enforcement, youth, and family meetings to aid in developing strategic plans to address youth criminal and delinquency issues.
- Participate in at least four monthly relevant meetings, providing insights and recommendations to facilitate effective care coordination and decision-making.

3. Provide Life Coaching Sessions:

- Conduct life coaching sessions for youth and their families to promote healthy lifestyle choices, positive behavioral change, and pro-social conduct.

- Conduct at least ten life coaching sessions monthly, ensuring clients receive consistent support and guidance in achieving their goals.

4. Organize and Facilitate Pro-social Activities:

- Plan and execute quarterly pro-social activities for clients to promote community engagement and social skills development.
- Organize at least one pro-social activity per quarter, ensuring youth have opportunities for positive experiences and personal growth.

5. Liaise with Stakeholders for Coordinated Care Delivery:

- Maintain regular communication with school officials, healthcare professionals, social service agencies, and other stakeholders to facilitate coordinated care delivery for youth and their families.
- Establish communication channels and engage in at least one weekly interaction to ensure effective collaboration and information sharing among stakeholders.

6. Arrange Appointments, Referrals, and Follow-up Services:

- Coordinate appointments, referrals, and follow-up services to address the diverse needs of clients and families effectively.
- Arrange a minimum of ten monthly appointments, referrals, or follow-up services, ensuring timely access to necessary resources and support services.

7. Lead Mentorship Sessions with Prevention Group-Mentor A-Team:

- Facilitate bi-weekly mentorship sessions with the prevention group mentor A-Team, focusing on teaching morals, values, and life skills to prevent future issues such as drug use, gang involvement, and bullying.
- Conduct mentorship sessions regularly, providing guidance and support to participants in developing positive behaviors and decision-making skills.

8. Review and Update Individualized Care Plans:

- Review and update individualized care plans in response to changing needs or circumstances for clients and their families.

- Review at least 50 care plans per month, ensuring interventions remain effective and aligned with clients' goals and needs.

9. Monitor Progress and Adjust Interventions:

- Monitor clients' progress toward their goals and adjust interventions as necessary to support their ongoing development and well-being.
- Conduct at least 25 monthly progress reviews, documenting outcomes and adjusting interventions based on observed progress.

10. Provide Immediate Assistance and Support during Crises:

- Offer immediate assistance and support to clients and their families during crises or emergencies, ensuring their safety and well-being.
- Respond promptly to crises or emergencies, supporting at least five clients monthly and implementing crisis management plans to mitigate risks.

11. Maintain Accurate and Up-to-date Records:

- Maintain accurate and up-to-date records of client interactions, assessments, interventions, and referrals to ensure comprehensive documentation of services provided.
- Update client records promptly after each interaction or service delivery, adhering to established timelines and maintaining accuracy and completeness.
- All records shall be the property of the City of Duarte.

12. Educate Clients:

- Provide education sessions to clients and their families on their rights, responsibilities, and available resources, empowering them to make informed decisions and effectively access support services.
- Develop customized educational plans for clients as necessary and collaborate with schools and City.
- Conduct at least eight monthly education group sessions a month during the school year, ensuring clients are informed about their rights and access to resources.

13. Participate in Case Conferences with Multidisciplinary Teams:

- Attend and actively contribute to case conferences with multidisciplinary teams, including representatives from DUSD, law enforcement, and other relevant agencies, to discuss complex cases and coordinate care.
- Participate in at least four monthly case conferences, collaborating with team members to develop comprehensive care plans and ensure effective care coordination.

14. Engage in Ongoing Training and Professional Development:

- Participate in ongoing training and professional development activities to enhance knowledge and skills related to youth support and intervention services.
- Complete at least eight hours of training or professional development activities per quarter, staying informed about best practices and emerging trends in the field.

15. Contribute to Quality Improvement Initiatives:

- Actively participate in quality improvement initiatives to enhance service delivery and client outcomes within the program.
- Contribute ideas and feedback to at least one quality improvement initiative per quarter, focusing on areas such as program effectiveness and client satisfaction.

16. Adhere to Ethical Standards and Legal Regulations:

- Adhere to ethical standards and legal regulations governing case management, ensuring compliance with relevant laws, policies, and professional codes of conduct.
- Demonstrate adherence to ethical standards and legal regulations in all aspects of case management, maintaining confidentiality and privacy of client information.

17. Empower Clients for Active Participation in Decision-making:

- Empower clients to participate actively in decision-making processes regarding their care, ensuring their preferences, values, and goals are respected and incorporated into care plans.
- Document client involvement in decision-making processes for each case, ensuring their preferences and choices are considered throughout the care process.

18. Provide Resources for Self-Advocacy and Self-Management:

- Provide resources and tools to help clients build skills for self-advocacy and self-management, equipping them with the knowledge and confidence to navigate systems and advocate for their needs effectively.
- Distribute educational materials and tools to clients regularly, supporting their efforts to develop self-advocacy skills and access available resources.

19. Maintain Necessary Licenses, Certificates, and Equipment:

- Maintain a valid California driver's license, necessary insurance, certifications required by the city, personal equipment (vehicle, computer, Wi-Fi), and any resources needed for office and fieldwork.
- Ensure all licenses, insurance, and certifications are up-to-date and compliant with regulatory requirements.

20. Reporting Requirement:

- Provide monthly report to the City detailing agreed-upon metrics.
- Present an annual overview to the City Council and relevant community organizations as required.
- Engage in continual program evaluation as deemed necessary.

EXHIBIT B

Insurance Requirements

A. Insurance Required

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

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

(3) Sexual abuse/molestation Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.

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

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

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

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

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

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

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



ITEM: 15.D

FY 2024/25 - 2026/27 Memorandums of Understanding

Recommended Action:

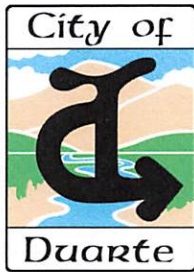
Authorize the Mayor to execute the attached Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and a budget amendment of \$340,000 to the FY 2024/25 budget for the first year of the MOU.

Attachments:

[15.D - Staff Report - FY 24 25-26 27 Memorandums of Understanding \(MOUs\).pdf](#)

[15.D - General Employee mou 2024-2027.pdf](#)

[15.D - Management and Professional mou 2024-2027.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

SUBJECT: FY 2024/25 - 2026/27 Memorandums of Understanding

RECOMMENDATION: Recommend that the City Council authorize the Mayor to execute the attached Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and a budget amendment of \$340,000 to the FY 2024/25 budget for the first year of the MOU.

FISCAL IMPACT: Estimated expenditures, related to all compensation changes, are approximately \$1.2 million over the three year term, FY 2024/25 - 2026/27

BACKGROUND

The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City's current Memorandums of Understanding ("MOUs") with these two bargaining units ends June 30, 2024. The representatives of the two bargaining units submitted a joint proposal in March 2024. The City Manager, Assistant City Manager and a labor attorney analyzed the proposal, met with the City Council and presented a counter proposal to the bargaining units. After several meetings with both the bargaining units and City Council, a tentative agreement was reached, and the Union members voted to ratify the terms of the tentative agreement on June 11, 2024. Now the final drafts of the MOU are being presented to the City Council and are available to the public for review.

DISCUSSION/ANALYSIS

The key elements of the tentative agreement are as follows:

- The term of each MOU is to be three years.
- A base salary increase of 6 percent in 2024/25, 2 percent in 2025/26 and 1 percent in 2026/27.
- Language that explains that the City will contribute 100% of the current Blue Shield Access healthcare rate in 2024/25 and not more than a 5% increase annually in 2025/26 and 2026/27.
- Language that explains that the City will contribute 100 % of the current premiums for dental and vision insurance in 2024/25 and not more than a 5% increase annually in 2025/26 and 2026/27.
- Increasing Standby Pay to \$325 per week
- Increasing Tuition reimbursement to \$3,500 per year for full time employees and \$2,625 for

¾ time employees

- Increasing Bilingual Pay to \$150 per month
- Matching up to \$100 per month for employees contributing to deferred compensation
- Addition of one more paid floating holiday

RECOMMENDATION

Recommend that the City Council authorize the Mayor to execute the attached Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees and a budget amendment of \$340,000 to the FY 2024/25 budget for the first year of the MOU.

FISCAL IMPACT

Estimated expenditures, related to all compensation changes, are approximately \$1.2 million over a three year term, FY 2024/25 - 2026/27

ATTACHMENTS

Memorandum of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees

Memorandums of Understanding between the City of Duarte and SEIU Local 721 – General Employees

**Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 General Employees**

July 1, 2024 through June 30, 2027

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – General Employees**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Duarte (“City”) and the Service Employees International Union, Local 721 (“SEIU 721”).

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

Accountant
Accounting Specialist
Administrative Secretary
Assistant Planner
Building Permit Technician
Civil Engineering Technician
Clerk/Typist Receptionist
Code Compliance/ Animal Control Officer
Community Development Technician
Crime Prevention Specialist
Custodian
Deputy City Clerk
Field Services Supervisor
Human Resources Specialist*
Maintenance Technician
Management Aide
Management Analyst
Payroll Technician
Public Safety Outreach Coordinator
Recreation Coordinator
Senior Code Compliance/ Animal Control Officer
Senior Custodian
Senior Maintenance Technician

* *Confidential Employee – Pursuant to Government Code Section 3507.5 this classification is “restricted from representing any employee organization on matters within the scope of representation.”*

2. Term

The term of this MOU shall be from July 1, 2024 through June 30, 2027.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

a. Base Increases

- (1) Effective July 1, 2024, the base salary range of each classification in the bargaining unit shall be increased by 6%.
- (2) Effective the first full pay period following July 1, 2025, the base salary range of each classification in the bargaining unit shall be increased by 2%..
- (3) Effective the first full pay period following July 1, 2026, the base salary range of each classification in the bargaining unit shall be increased by 1%.

The resulting salary range for each classification effective July 1, 2024 is set forth in Appendix A.

b. Compensation Study(1) During the second year of this MOU, the City and SEIU agree to meet and confer in good faith in accordance with the requirements of the MMBA to create a list of comparable public agencies that will be used for purposes of a compensation study. The City and SEIU agree that a final list of comparable public agencies will be completed prior to July 1, 2026. (2) During the third year of this MOU, the City and SEIU agree that a compensation study based on the final list of comparable public agencies will be conducted by the City or a qualified consultant retained by the City. The compensation study will be completed prior to July 1, 2027. The City and SEIU agree that no changes to compensation are expected or required as a result of the study during the term of this MOU.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. At the first City Council meeting following adoption of this Agreement, and in accordance with any applicable requirements under Government Code Section 7507, the City will submit a resolution to the City Council to amend the amount of City contributions made to PERS. For the first year of this Agreement, starting on the first day that the amendment to the City's PERS medical resolution takes effect, the City will contribute toward the cost of any insurance program for employees and dependents up to a maximum amount equal to 100% of Blue Shield Access

Premium for full-time employees and 75% for $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are reflected below:

	Full Time Employees	3/4 Time Employees
Employee Only	\$775.41	\$581.56
Employee + One	\$1,550.85	\$1,163.14
Employee + Two or More	\$2,016.12	\$1,512.09

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the Blue Shield Access plan.

Employees will pay any excess premiums through payroll deduction.

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

	Full Time Employees	3/4 Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

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

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Since July 1, 2017, the City has contracted to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

In the first year of this Agreement, the City will contribute toward the cost any City sponsored dental plan for employees and their dependents up to a maximum amount equal to 100% of the Delta Dental PPO premium for full-time and 3/4 time employees. As of the adoption of this Agreement, those amounts are as follows: :

	Full Time and 3/4 Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the Delta Dental PPO plan.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

In the first year of this Agreement, the City will contribute toward the cost of the City sponsored VSP plan for employees and their dependents up to a maximum amount equal to 100% of premiums for full-time employees and $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are as follows:

	Full Time and 3/4 Time Employees
Employee Only	\$8.16
Employee + One	\$14.98
Employee + Two or More	\$21.68

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the VSP plan.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of $\frac{1}{26}$ th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have $\frac{1}{26}$ th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; a sibling; and a designated person (which means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per twelve month period for paid sick leave).
- ii. For employees who are victims of a crime or abuse to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of a crime or abuse to seek medical attention for injuries caused by the crime or abuse ; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; and to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the

employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy,. Employees may obtain a copy of the administrative policy and a request form from the City's Human Resources Division.

f. Reinstatement of Unused Sick Leave

Unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below:

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40 hours
10 years plus one day or more	60 hours

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

If an employee loses an immediate family member, as defined in this paragraph, the employee will be entitled to City-paid bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of an immediate family member, which for the purposes of this section means: biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; biological, adoptive, or foster parent,

stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; or an employee's spouse, registered domestic partner; grandparent; grandchild; sibling; a designated person, which means a person identified by the employee at the time the employee requests paid bereavement leave. The City limits an employee to one designated person per 12-month period

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive three hundred and twenty-five dollars (\$325) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

The procedures in this section are subject to the joint labor-management committee on standby and call back pay as set forth in Article 39 of this Agreement.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email, or other means. Employees who are contacted and perform such work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a

vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three thousand five hundred dollars (\$3,500) for full-time employees or two-thousand six hundred twenty-five dollars (\$2,625) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime

a. Eligibility for Overtime

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act. City employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

b. Overtime Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive overtime if such attendance requires the employee to work more than forty (40) hours in a workweek.

d. Use of Overtime Discouraged

The City Manager will take all necessary measures to minimize the use of overtime. All employees must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime pay, employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who are designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate

translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2024, the amount of bilingual compensation will be increased from one hundred twenty-five dollars (\$125.00) per month to one hundred fifty dollars (\$150.00) per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$150.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

Effective July 1, 2024, regular and probationary employees will receive one additional floating holiday each fiscal year.

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an

employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of “new member” as set forth in Government Code Section 7522.02(f).

(2) “2.0% at 60” Benefit Formula (Gov. Code § 21353)

The “2% at 60” benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of “new member” as set forth in Government Code Section 7522.02(f).

(2) “2.0% at 62” Benefit Formula (Gov. Code § 7522.20)

The “2% at 62” benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

Effective July 1, 2024, the City will provide a matching contribution of up to one hundred dollars (\$100.00) per month for each employee who is already contributing through payroll deduction to their deferred compensation plan. For employees who are not enrolled in deferred compensation prior to July 1, 2024, a matching contribution of up to one hundred dollars (\$100.00) per month will begin in the month following the month of enrollment once the employee is contributing through payroll deduction to their deferred compensation plan.

26. Computer Loan Program

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

the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

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

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

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

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non-probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary

appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence

shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - 1. The party imposing discipline shall be permitted to make an opening statement;
 - 2. The appealing party shall then be permitted to make an opening statement;
 - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 - 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as

soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision

or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the breakdown of each amount remitted (i.e., dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly, the City will provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication

of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.

- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to

differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his or her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- c. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting

proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.

e. Union-Related Training

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union or the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion). Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the

meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, the Worksite Organizer, or any other relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Longevity Pay

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

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

40. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Vinh Truong

Date

ATTEST

Annette Juarez, City Clerk

SEIU LOCAL 721

Albert Nunez, Union Board Member

Date

Pam Romero, Union Board Member

Date

Juan Oseguera, Union Board Member

Date

APPROVED AS TO FORM:

Sheila Delshad, Burke, Williams & Sorensen, LLP

Date

Kristin Eldridge, SEIU Local 721

Date

Appendix A – Salary Schedule Effective July 1, 2024

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 37.01	\$ 6,415	\$ 38.16	\$ 6,614	\$ 39.34	\$ 6,819	\$ 40.55	\$ 7,029	\$ 41.81	\$ 7,248	\$ 43.10	\$ 7,471	\$ 44.43	\$ 7,702
Accounting Specialist	\$ 30.66	\$ 5,314	\$ 31.70	\$ 5,495	\$ 32.76	\$ 5,679	\$ 33.82	\$ 5,862	\$ 34.86	\$ 6,043	\$ 35.92	\$ 6,226	\$ 36.96	\$ 6,407
Administrative Secretary	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Assistant Planner	\$ 34.88	\$ 6,045	\$ 36.23	\$ 6,280	\$ 37.60	\$ 6,517	\$ 38.97	\$ 6,754	\$ 40.32	\$ 6,989	\$ 41.67	\$ 7,223	\$ 43.04	\$ 7,461
Building Permit Technician	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Civil Engineering Technician	\$ 31.39	\$ 5,441	\$ 32.70	\$ 5,669	\$ 34.02	\$ 5,896	\$ 35.32	\$ 6,122	\$ 36.65	\$ 6,352	\$ 37.96	\$ 6,580	\$ 39.27	\$ 6,807
Clerk Typist Receptionist	\$ 23.88	\$ 4,139	\$ 24.75	\$ 4,290	\$ 25.61	\$ 4,439	\$ 26.47	\$ 4,588	\$ 27.34	\$ 4,739	\$ 28.21	\$ 4,890	\$ 29.10	\$ 5,043
Code compliance / Animal Control Officer	\$ 32.59	\$ 5,650	\$ 33.96	\$ 5,886	\$ 35.31	\$ 6,121	\$ 36.68	\$ 6,358	\$ 38.03	\$ 6,592	\$ 39.40	\$ 6,829	\$ 40.75	\$ 7,064
Community Development Technician	\$ 28.59	\$ 4,956	\$ 29.62	\$ 5,134	\$ 30.63	\$ 5,310	\$ 31.66	\$ 5,488	\$ 32.68	\$ 5,664	\$ 33.71	\$ 5,842	\$ 34.72	\$ 6,018
Crime Prevention Specialist	\$ 35.14	\$ 6,092	\$ 36.43	\$ 6,315	\$ 37.76	\$ 6,545	\$ 39.11	\$ 6,780	\$ 40.45	\$ 7,012	\$ 41.81	\$ 7,247	\$ 43.15	\$ 7,479
Custodian	\$ 23.99	\$ 4,158	\$ 24.90	\$ 4,316	\$ 25.81	\$ 4,474	\$ 26.75	\$ 4,637	\$ 27.66	\$ 4,795	\$ 28.60	\$ 4,957	\$ 29.51	\$ 5,115
Deputy City Clerk	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Field Services Supervisor	\$ 37.57	\$ 6,512	\$ 39.43	\$ 6,835	\$ 41.31	\$ 7,161	\$ 43.19	\$ 7,486	\$ 45.07	\$ 7,812	\$ 46.96	\$ 8,139	\$ 48.83	\$ 8,465
Human Resources Specialist	\$ 31.76	\$ 5,504	\$ 33.08	\$ 5,734	\$ 34.41	\$ 5,965	\$ 35.74	\$ 6,195	\$ 37.05	\$ 6,423	\$ 38.38	\$ 6,653	\$ 39.71	\$ 6,883
Maintenance Technician	\$ 24.54	\$ 4,254	\$ 25.57	\$ 4,432	\$ 26.58	\$ 4,608	\$ 27.61	\$ 4,786	\$ 28.63	\$ 4,962	\$ 29.66	\$ 5,140	\$ 30.67	\$ 5,316
Management Aide	\$ 31.86	\$ 5,523	\$ 32.85	\$ 5,694	\$ 33.87	\$ 5,871	\$ 34.91	\$ 6,052	\$ 36.00	\$ 6,240	\$ 37.11	\$ 6,432	\$ 38.26	\$ 6,631
Management Analyst- City Manager's Office	\$ 35.08	\$ 6,081	\$ 36.54	\$ 6,334	\$ 38.07	\$ 6,599	\$ 39.65	\$ 6,873	\$ 41.31	\$ 7,160	\$ 43.03	\$ 7,458	\$ 44.82	\$ 7,768
Outreach Coordinator - Public Safety	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Payroll Technician	\$ 29.35	\$ 5,088	\$ 30.23	\$ 5,241	\$ 31.14	\$ 5,398	\$ 32.08	\$ 5,560	\$ 33.04	\$ 5,727	\$ 34.03	\$ 5,898	\$ 35.47	\$ 6,148
Recreation Coordinator	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Senior Code Compliance / Animal Control Officer	\$ 35.49	\$ 6,152	\$ 36.96	\$ 6,407	\$ 38.43	\$ 6,662	\$ 39.91	\$ 6,918	\$ 41.41	\$ 7,178	\$ 42.89	\$ 7,434	\$ 44.36	\$ 7,689
Senior Custodian	\$ 29.11	\$ 5,046	\$ 30.24	\$ 5,241	\$ 31.36	\$ 5,436	\$ 32.49	\$ 5,631	\$ 33.63	\$ 5,829	\$ 34.76	\$ 6,024	\$ 35.89	\$ 6,222
Senior Maintenance Technician	\$ 28.79	\$ 4,990	\$ 29.89	\$ 5,181	\$ 30.99	\$ 5,371	\$ 32.09	\$ 5,562	\$ 33.20	\$ 5,755	\$ 34.31	\$ 5,948	\$ 35.40	\$ 6,136

Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 – Management & Professional
Employees

July 1, 2024 through June 30, 2027

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – Management & Professional Employees**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Duarte (“City”) and the Service Employees International Union, Local 721 (“SEIU 721”).

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

- Assistant to the City Manager
- Assistant Civil Engineer
- Associate Civil Engineer
- Associate Planner
- City Clerk
- Deputy City Manager
- Director of Community Development
- Director of Parks & Recreation
- Director of Public Safety Services
- Planning Manager
- Public Safety Manager
- Public Works Manager
- Facilities Maintenance Supervisor
- Field Services Manager
- Financial Service Manager
- Recreation Superintendent
- Recreation Supervisor
- Senior Planner
- Transportation Supervisor

2. Term

The term of this MOU shall be from July 1, 2024 through June 30, 2027.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

a. Base Increases

- (1) Effective July 1, 2024, , the base salary range of each classification in the bargaining unit shall be increased by 6%.
- (2) Effective the first full pay period following July 1, 2025, the base salary range of each classification in the bargaining unit shall be increased by 2%.
- (3) Effective the first full pay period following July 1, 2026, the base salary range of each classification in the bargaining unit shall be increased by 1%.

The resulting salary range for each classification effective July 1, 2024 is set forth in Appendix A.

b. Compensation Study

- (1) During the second year of this MOU, the City and SEIU agree to meet and confer in good faith in accordance with the requirements of the MMBA to create a list of comparable public agencies that will be used for purposes of a compensation study. The City and SEIU agree that a final list of comparable public agencies will be completed prior to July 1, 2026.
- (2) During the third year of this MOU, the City and SEIU agree that a compensation study based on the final list of comparable public agencies will be conducted by the City or a qualified consultant retained by the City. The compensation study will be completed prior to July 1, 2027. The City and SEIU agree that no changes to compensation are expected or required as a result of the study during the term of this MOU.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. At the first City Council meeting following adoption of this Agreement, and in accordance with any applicable requirements under Government Code Section 7507, the City will submit a resolution to the City Council to amend the amount of City contributions made to PERS. For the first year of this Agreement, starting on the first day that the amendment to the City's PERS medical resolution takes effect the City will contribute toward the cost of any insurance program for employees and dependents up to a maximum amount equal to 100% of Blue Shield Access Premium for full-time employees and 75% for ¾ time employees. As of the adoption of this Agreement, those amounts are reflected below:

	Full Time Employees	³/₄ Time Employees
Employee Only	\$775.41	\$581.56
Employee + One	\$1,550.85	\$1,163.14
Employee + Two or More	\$2,016.12	\$1,512.09

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the Blue Shield Access plan.

Employees will pay any excess premiums through payroll deduction.

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

	Full Time Employees	³/₄ Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

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

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits.

The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Since July 1, 2017, the City has contracted to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

In the first year of this Agreement, the City will contribute toward the cost any City sponsored dental plan for employees and their dependents up to a maximum amount equal to 100% of the Delta Dental PPO premium for full-time employees and $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are as follows:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the Delta Dental PPO plan.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

In the first year of this Agreement, the City will contribute toward the cost of the City sponsored VSP plan for employees and their dependents up to a maximum amount equal to 100% of premiums for full-time employees and $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are as follows:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$8.16
Employee + One	\$14.98
Employee + Two or More	\$21.68

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%. In no event will the City's contribution exceed the actual premium cost of the VSP plan.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; a sibling; and a designated person (which means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one designated person per twelve month period for paid sick leave).
- (2) For employees who are victims of a crime or abuse to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- (3) For employees who are victims of a crime or abuse, taking time off to seek medical attention for injuries caused by the crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency, as a result of the crime or abuse; to obtain psychological counseling or mental health services related to an experience of crime or abuse; and to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

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

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy. Employees may obtain a copy of the administrative policy and a request form from the City's Human Resources Division.

f. Reinstatement of Unused Sick Leave

Unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below.

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40
10 years plus one day or more	60

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

If an employee loses an immediate family member, as defined in this paragraph, the employee will be entitled to City-paid bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of an immediate family member, which for the purposes of this section means: biological, adopted, or foster child, stepchild, legal ward, or a child to

whom the employee stands *in loco parentis*; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; or an employee's spouse, registered domestic partner; grandparent; grandchild; sibling; a designated person, which means a person identified by the employee at the time the employee requests paid bereavement leave. The City limits an employee to one designated person per 12-month period.

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive three hundred and twenty-five dollars (\$325.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M. on a regular working day, minimum pay of three (3) hours at the rate of one and one half (1 1/2) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1 1/2) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email or other means. Employees who are contacted and perform work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a. This section does not apply to Department Heads.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand five hundred dollars (\$3,500.00) for full-time employees or two-thousand, six hundred twenty-five dollars (\$2,625.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and

medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime and Premium Pay

a. Eligibility for Overtime or Premium Pay

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act (FLSA).

(1) Non-Exempt Employees

Employees who are classified as non-exempt under the provisions of the FLSA are entitled to receive overtime compensation at the rates set forth in section 15.b, below. Non-exempt employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(2) Exempt Non-Department Head Employees

Employees who are classified as exempt under the provisions of the FLSA are not legally entitled to receive overtime compensation for time worked in excess of forty (40) hours in a given workweek. However, the City provides a non-FLSA premium pay to those employees for time actually worked in excess of forty (40) hours in a given workweek at the rates set forth in section 15.b, below. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(3) Department Head Employees

Department heads will receive administrative leave in lieu of overtime and premium pay (see Section 39).

b. Overtime and Premium Pay Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, a non-exempt employee who works forty-three (43) hours in a workweek will receive forty (40) hours of compensation at his/her regular rate of pay, and three (3) hours of compensation at one and one-half (1.5) times his/her regular rate of pay.

As explained in Section 15.a.ii, exempt employees are not legally entitled to receive any additional compensation for hours worked in excess of forty (40) in a

workweek. However, the City has elected to compensate exempt employees (except for department heads) with non-FLSA premium pay at their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, an exempt employee who works forty-three (43) hours in a workweek will receive forty-three (43) hours of compensation at his/her regular rate of pay.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive premium pay or overtime if such attendance requires the employee to work more than forty (40) hours in a workweek. Department Heads will not be additionally compensated for attendance at required meetings.

d. Use of Overtime and Premium Pay Discouraged

The City Manager will take all necessary measures to minimize the use of overtime and premium pay. All employees (other than Department Heads) must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime or premium pay, non-department head employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2024, the amount of bilingual compensation will be increased from one-hundred twenty-five dollars (\$125.00) per month to one hundred fifty dollars (\$150.00) per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$150.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

Effective July 1, 2024, regular and probationary employees will receive one additional floating holiday each fiscal year.

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2×) the employee's regular salary for all time actually worked on the date the holiday is observed. The

employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of “new member” as set forth in Government Code Section 7522.02(f).

(2) “2.0% at 60” Benefit Formula (Gov. Code § 21353)

The “2% at 60” benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of “new member” as set forth in Government Code Section 7522.02(f).

(2) “2.0% at 62” Benefit Formula (Gov. Code § 7522.20)

The “2% at 62” benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average

annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

Effective July 1, 2024, the City will provide a matching contribution of up to one hundred dollars (\$100.00) per month for each employee who is already contributing through payroll deduction to their deferred compensation plan. For employees who are not enrolled in deferred compensation prior to July 1, 2024, a matching contribution of up to one hundred dollars (\$100.00) per month will begin in the month following the month of enrollment once the employee is contributing through payroll deduction to their deferred compensation plan.

26. Computer Loan Program

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

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

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

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

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

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non- probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing

authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and Unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the

evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - (1) The party imposing discipline shall be permitted to make an opening statement;
 - (2) The appealing party shall then be permitted to make an opening statement;
 - (3) The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - (4) The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - (5) The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 - (6) Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.
- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting,

or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.

- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side.

The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the breakdown of each amount remitted (*i.e.*, dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly the City will

provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure

set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.
- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her

designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should

have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his/her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- c. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.
- e. Union-Related Training.

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to

his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union of the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion). Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, Worksite Organizer, or any relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Longevity Pay

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

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

40. Administrative Leave

Department heads will receive 60 hours of administrative leave in July of each year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Administrative leave will not accrue from one fiscal year to the next.

41. City Vehicles

- a. Eligible Department Heads hired before July 1, 2021 will have the option to choose between use of a dedicated, assigned City vehicle and a monthly stipend of \$400 per month. Department Heads must notify the Assistant City Manager of their choice between July 1, 2021 and July 31, 2021.
 - (1) If they choose to receive the monthly stipend, their City vehicles must be returned to the Transit Supervisor on or before December 31, 2021. The stipend payments will then begin in the first pay period in January 2022.
 - (2) Once a Department Head chooses the stipend, they will not have the future option to change back to the dedicated assigned vehicle option.

- (3) Department Heads who choose to retain their assigned City vehicle agree that it is provided in lieu of mileage reimbursement, and as additional compensation, for the use of department heads on City business. Department heads will be permitted limited personal use of their vehicles subject to policies established by the City Manager.
- b. Department Heads hired on or after July 1, 2021 will receive the \$400 monthly stipend starting with the first pay period following their hire.
- c. In lieu of mileage reimbursement, vehicles will be provided for the use of other bargaining unit employees on City business. These employees will not be eligible for the stipend option.

42. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Vinh Truong

Date

ATTEST

Annette Juarez, City Clerk

SEIU LOCAL 721

Jason Golding, Union Board Member

Date

Alberto Castaneda Salazar, Union Board Member

Date

APPROVED AS TO FORM:

Sheila Delshad, Burke, Williams & Sorensen, LLP

Date

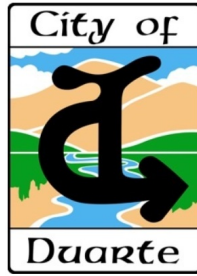
Kristen Eldridge, SEIU Local 721

Date

Appendix A – Salary Schedule Effective July 1, 2024

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 41.95	\$ 7,271	\$ 43.29	\$ 7,504	\$ 44.61	\$ 7,732	\$ 45.94	\$ 7,964	\$ 47.26	\$ 8,192	\$ 48.61	\$ 8,426	\$ 49.94	\$ 8,656
Assistant to the City Manager	\$ 55.32	\$ 9,589	\$ 56.94	\$ 9,870	\$ 58.55	\$ 10,149	\$ 60.18	\$ 10,432	\$ 61.81	\$ 10,713	\$ 63.44	\$ 10,996	\$ 65.09	\$ 11,282
Associate Civil Engineer	\$ 47.01	\$ 8,148	\$ 48.73	\$ 8,447	\$ 50.45	\$ 8,744	\$ 52.18	\$ 9,045	\$ 53.89	\$ 9,341	\$ 55.62	\$ 9,641	\$ 57.35	\$ 9,940
Associate Planner	\$ 43.82	\$ 7,595	\$ 45.29	\$ 7,851	\$ 46.78	\$ 8,108	\$ 48.27	\$ 8,367	\$ 49.76	\$ 8,624	\$ 51.25	\$ 8,883	\$ 52.75	\$ 9,143
City Clerk	\$ 52.60	\$ 9,118	\$ 54.13	\$ 9,383	\$ 55.65	\$ 9,646	\$ 57.18	\$ 9,912	\$ 58.69	\$ 10,173	\$ 60.23	\$ 10,440	\$ 61.76	\$ 10,705
Deputy City Manager	\$ 60.85	\$ 10,547	\$ 62.65	\$ 10,858	\$ 64.42	\$ 11,165	\$ 66.21	\$ 11,477	\$ 67.99	\$ 11,785	\$ 69.79	\$ 12,097	\$ 71.59	\$ 12,410
Director of Community Development	\$ 78.31	\$ 13,574	\$ 81.34	\$ 14,099	\$ 84.36	\$ 14,622	\$ 87.39	\$ 15,148	\$ 90.42	\$ 15,672	\$ 93.43	\$ 16,195	\$ 96.46	\$ 16,721
Director of Parks & Recreation	\$ 74.22	\$ 12,864	\$ 76.63	\$ 13,283	\$ 79.04	\$ 13,701	\$ 81.46	\$ 14,119	\$ 83.87	\$ 14,538	\$ 86.28	\$ 14,956	\$ 88.70	\$ 15,374
Director of Public Safety Services	\$ 74.22	\$ 12,864	\$ 76.63	\$ 13,283	\$ 79.04	\$ 13,701	\$ 81.46	\$ 14,119	\$ 83.87	\$ 14,538	\$ 86.28	\$ 14,956	\$ 88.70	\$ 15,374
Facilities Maintenance Supervisor	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.11	\$ 7,820	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,340
Field Services Manager	\$ 58.34	\$ 10,111	\$ 60.32	\$ 10,456	\$ 62.30	\$ 10,798	\$ 64.28	\$ 11,143	\$ 66.26	\$ 11,484	\$ 68.24	\$ 11,829	\$ 70.24	\$ 12,175
Financial Services Manager	\$ 55.92	\$ 9,692	\$ 57.64	\$ 9,991	\$ 59.43	\$ 10,301	\$ 61.26	\$ 10,619	\$ 63.16	\$ 10,947	\$ 65.11	\$ 11,286	\$ 67.12	\$ 11,635
Planning Manager	\$ 62.50	\$ 10,834	\$ 64.49	\$ 11,179	\$ 66.47	\$ 11,522	\$ 68.46	\$ 11,867	\$ 70.46	\$ 12,213	\$ 72.44	\$ 12,556	\$ 74.43	\$ 12,900
Public Safety Manager	\$ 62.50	\$ 10,834	\$ 64.49	\$ 11,179	\$ 66.47	\$ 11,522	\$ 68.46	\$ 11,867	\$ 70.46	\$ 12,213	\$ 72.44	\$ 12,556	\$ 74.43	\$ 12,900
Public Works Manager	\$ 59.04	\$ 10,233	\$ 60.90	\$ 10,555	\$ 62.75	\$ 10,877	\$ 64.62	\$ 11,202	\$ 66.48	\$ 11,523	\$ 68.35	\$ 11,848	\$ 70.23	\$ 12,172
Recreation Manager	\$ 55.65	\$ 9,646	\$ 57.54	\$ 9,974	\$ 59.50	\$ 10,313	\$ 61.52	\$ 10,664	\$ 63.61	\$ 11,026	\$ 65.78	\$ 11,401	\$ 68.02	\$ 11,789
Recreation Supervisor	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.12	\$ 7,821	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,342
Senior Planner	\$ 54.65	\$ 9,473	\$ 56.38	\$ 9,772	\$ 58.11	\$ 10,073	\$ 59.84	\$ 10,373	\$ 61.56	\$ 10,671	\$ 63.29	\$ 10,971	\$ 65.03	\$ 11,271
Transportation Supervisor	\$ 42.62	\$ 7,388	\$ 44.31	\$ 7,680	\$ 46.03	\$ 7,978	\$ 47.72	\$ 8,272	\$ 49.42	\$ 8,567	\$ 51.14	\$ 8,864	\$ 52.84	\$ 9,160



ITEM: 15.E

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

Recommended Action:

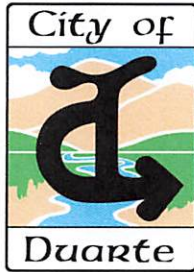
Adopt Resolution No. 24-11 rescinding Resolution No. 23-13 and establish a salary schedule and compensation plan for the unrepresented regular employees and approve a budget amendment of \$14,000 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

Attachments:

[15.E - Staff Report - Resolution Establishing the Salary Schedule and Compensation Plan for Unrepresented Regular Employees.pdf](#)

[15.E - Reso No. 24-11 -unrep employees - FY 24-25.pdf](#)

[15.E - Citywide Salary Schedule 070124.pdf](#)



AGENDA REPORT

MEETING DATE: June 12, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Kristen Petersen, Director of Administrative Services

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

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 24-11 rescinding Resolution No. 23-13 and establish a salary schedule and compensation plan for the unrepresented regular employees and approve a budget amendment of \$14,000 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

FISCAL IMPACT: Estimated expenditures related to all compensation changes are approximately \$14,000 in FY 2024/25.

BACKGROUND

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

The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and are not already a part of the existing Personnel Rules & Regulations. Please note that the Memorandum of Understanding ("MOUs") for the Management and Professional and the General Units of represented employees does not apply to unrepresented employees. As a result, the City Council must approve compensation for unrepresented regular positions on an annual basis.

DISCUSSION/ANALYSIS

This year's compensation plan includes a 6 percent base salary increase, a contribution to healthcare up to the Blue Shield plus rate and a deferred compensation match of up to \$100 per month. This is consistent with the terms of the MOUs negotiated with the represented employees.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 24-11 rescinding Resolution No. 23-13 and establish a salary schedule and compensation plan for the unrepresented regular employees and approve a budget amendment of \$14,000 to the FY 2024/25 budget and amend the Citywide Salary Schedule accordingly.

FISCAL IMPACT

Estimated expenditures related to all compensation changes are approximately \$14,000 in FY 2024/25.

ATTACHMENT

Resolution No. 24-11

Citywide Salary and Pay Schedule

RESOLUTION NO. 24-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING
RESOLUTION NO. 23-13 AND ESTABLISHING A SALARY SCHEDULE
AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR
EMPLOYEES**

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

SECTION 1. DEFINITIONS

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

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

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

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$14,929	\$15,461	\$15,993	\$16,521	\$17,048	\$17,579	\$18,108
	Hr	\$86.13	\$89.20	\$92.26	\$95.32	\$98.36	\$101.42	\$104.47

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$8,042	\$8,345	\$8,645	\$8,943	\$9,245	\$9,543	\$9,846
	Hr	\$46.40	\$48.14	\$49.87	\$51.59	\$53.34	\$55.06	\$56.80

SECTION 2. BILINGUAL PAY

The City will compensate full and ¾ time regular employees at a monthly rate of \$150 to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Department Heads will not receive bilingual pay.

SECTION 3. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

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

SECTION 4. VACATION LEAVE

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

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

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

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

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

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

SECTION 5. SICK LEAVE

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

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

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

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

SECTION 6. BEREAVEMENT LEAVE

If an employee loses an immediate family member, as defined in this paragraph, the employee will be entitled to City-paid bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of an immediate family member, which for the purposes of this section means: biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee’s spouse or domestic partner as a minor; or an employee’s spouse, registered domestic partner; grandparent; grandchild; sibling; a designated person, which means a person identified by the employee at the time the employee requests paid bereavement leave. The City limits an employee to one designated person per 12-month period.

SECTION 7. HOLIDAYS

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

<u>Holiday</u>	<u>Date Observed</u>
New Year’s Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

B. **Floating Holidays.** Effective July 1, 2024, regular and probationary employees will receive one floating holiday each fiscal year.

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday. Unused floating holidays will be automatically cashed out at the end of the fiscal year. In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

C. **Amount of Holiday Pay.** Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

D. **Work on Holidays.** An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee’s regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

SECTION 8. ADMINISTRATIVE LEAVE AND/OR OVERTIME

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

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

SECTION 9. CALL BACK

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

SECTION 10. RETIREMENT

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

- A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- C. **Tier 3: Employees Hired On or After January 1, 2013.**
- i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- D. **Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

SECTION 11. HEALTH INSURANCE

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and ¾ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly rates.

	Full Time Employees	¾ Time Employees
Employee Only	\$775.41	\$581.56
Employee + One	\$1,550.85	\$1,163.14
Employee + Two or More	\$2,016.12	\$1,512.09

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

Effective January 1, 2025, the City will increase its contribution, up to an additional 5%, based on the Blue Shield Access+ premium for each group set forth above.

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

	Full Time Employees	¾ Time Employees
Employee Only	\$218	\$163
Employee + One	\$435	\$326
Employee + Two or More	\$566	\$424

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

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

SECTION 12. **DENTAL INSURANCE**

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

SECTION 13. **VISION INSURANCE**

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

SECTION 14. **LIFE INSURANCE**

The City will contract for life insurance for full and three-quarter (¾) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee’s annual salary, up to \$200,000. For three-quarter (¾) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life

insurance premium. Full and three-quarter ($\frac{3}{4}$) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 15. **SHORT AND LONG TERM DISABILITY INSURANCE**

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

SECTION 16. **EMPLOYEE ASSISTANCE PROGRAM**

The City will contract for an Employee Assistance Program for full and three-quarter ($\frac{3}{4}$) time regular employees, at no cost to the employee.

SECTION 17. **FITNESS CENTER MEMBERSHIP**

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter ($\frac{3}{4}$) time employee and retiree.

SECTION 18. **FLEXIBLE SPENDING ACCOUNTS**

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter ($\frac{3}{4}$) time employees.

SECTION 19. **DEFERRED COMPENSATION PROGRAM**

The City will make a Section 457 deferred compensation program available to all full and three-quarter ($\frac{3}{4}$) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

Effective July 1, 2024, the City will provide a matching contribution of up to one hundred dollars (\$100.00) per month for each employee who is already contributing through payroll deduction to their deferred compensation plan. For employees who are not enrolled in deferred compensation prior to July 1, 2024, a matching contribution of up to one hundred dollars (\$100.00) per month will begin in the month following the month of enrollment once the employee is contributing through payroll deduction to their deferred compensation plan.

SECTION 20. **PROFESSIONAL MEMBERSHIP FEES**

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

SECTION 21. **TUITION REIMBURSEMENT PROGRAM**

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand five hundred dollars (\$3,500.00) for full-time employees or two-thousand, six hundred twenty five dollars (\$2,625.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

SECTION 22. **COMPUTER LOAN PROGRAM**

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars

(\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee’s final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

SECTION 23. **SEVERANCE PAY**

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

<u>Length of Service</u>	<u>Amount</u>
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month’s salary
5 years plus one day to 10 years	2 month’s salary
10 years plus one day to 15 years	3 month’s salary
15 years plus one day to 20 years	4 month’s salary
20 years plus one day to 25 years	5 month’s salary
25 years plus one day or more	6 month’s salary

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

SECTION 24. **LONGEVITY PAY**

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

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

SECTION 25. **SEVERABILITY**

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

SECTION 26. **EFFECTIVE DATE**

The effective date of this resolution shall be July 1, 2024. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-11 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2024, by the following vote:

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

Annette Juarez
City Clerk

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective July 1, 2024 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember		\$ 550.00	\$ 6,600
City Manager	\$ 107.14	\$ 18,571	\$ 222,852

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 86.13	\$ 14,929	\$ 89.20	\$ 15,461	\$ 92.26	\$ 15,993	\$ 95.32	\$ 16,521	\$ 98.36	\$ 17,048	\$ 101.42	\$ 17,579	\$ 104.47	\$ 18,108
Human Resources Manager	\$ 46.40	\$ 8,042	\$ 48.14	\$ 8,345	\$ 49.87	\$ 8,645	\$ 51.59	\$ 8,943	\$ 53.34	\$ 9,245	\$ 55.06	\$ 9,543	\$ 56.80	\$ 9,846

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 41.95	\$ 7,271	\$ 43.29	\$ 7,504	\$ 44.61	\$ 7,732	\$ 45.94	\$ 7,964	\$ 47.26	\$ 8,192	\$ 48.61	\$ 8,426	\$ 49.94	\$ 8,656
Assistant to the City Manager	\$ 55.32	\$ 9,589	\$ 56.94	\$ 9,870	\$ 58.55	\$ 10,149	\$ 60.18	\$ 10,432	\$ 61.81	\$ 10,713	\$ 63.44	\$ 10,996	\$ 65.09	\$ 11,282
Associate Civil Engineer	\$ 47.01	\$ 8,148	\$ 48.73	\$ 8,447	\$ 50.45	\$ 8,744	\$ 52.18	\$ 9,045	\$ 53.89	\$ 9,341	\$ 55.62	\$ 9,641	\$ 57.35	\$ 9,940
Associate Planner	\$ 43.82	\$ 7,595	\$ 45.29	\$ 7,851	\$ 46.78	\$ 8,108	\$ 48.27	\$ 8,367	\$ 49.76	\$ 8,624	\$ 51.25	\$ 8,883	\$ 52.75	\$ 9,143
City Clerk	\$ 52.60	\$ 9,118	\$ 54.13	\$ 9,383	\$ 55.65	\$ 9,646	\$ 57.18	\$ 9,912	\$ 58.69	\$ 10,173	\$ 60.23	\$ 10,440	\$ 61.76	\$ 10,705
Deputy City Manager	\$ 60.85	\$ 10,547	\$ 62.65	\$ 10,858	\$ 64.42	\$ 11,165	\$ 66.21	\$ 11,477	\$ 67.99	\$ 11,785	\$ 69.79	\$ 12,097	\$ 71.59	\$ 12,410
Director of Community Development	\$ 78.31	\$ 13,574	\$ 81.34	\$ 14,099	\$ 84.36	\$ 14,622	\$ 87.39	\$ 15,148	\$ 90.42	\$ 15,672	\$ 93.43	\$ 16,195	\$ 96.46	\$ 16,721
Director of Parks & Recreation	\$ 74.22	\$ 12,864	\$ 76.63	\$ 13,283	\$ 79.04	\$ 13,701	\$ 81.46	\$ 14,119	\$ 83.87	\$ 14,538	\$ 86.28	\$ 14,956	\$ 88.70	\$ 15,374
Director of Public Safety Services	\$ 74.22	\$ 12,864	\$ 76.63	\$ 13,283	\$ 79.04	\$ 13,701	\$ 81.46	\$ 14,119	\$ 83.87	\$ 14,538	\$ 86.28	\$ 14,956	\$ 88.70	\$ 15,374
Facilities Maintenance Supervisor	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.11	\$ 7,820	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,340
Field Services Manager	\$ 58.34	\$ 10,111	\$ 60.32	\$ 10,456	\$ 62.30	\$ 10,798	\$ 64.28	\$ 11,143	\$ 66.26	\$ 11,484	\$ 68.24	\$ 11,829	\$ 70.24	\$ 12,175
Financial Services Manager	\$ 55.92	\$ 9,692	\$ 57.64	\$ 9,991	\$ 59.43	\$ 10,301	\$ 61.26	\$ 10,619	\$ 63.16	\$ 10,947	\$ 65.11	\$ 11,286	\$ 67.12	\$ 11,635
Planning Manager	\$ 62.50	\$ 10,834	\$ 64.49	\$ 11,179	\$ 66.47	\$ 11,522	\$ 68.46	\$ 11,867	\$ 70.46	\$ 12,213	\$ 72.44	\$ 12,556	\$ 74.43	\$ 12,900
Public Safety Manager	\$ 59.04	\$ 10,233	\$ 60.90	\$ 10,555	\$ 62.75	\$ 10,877	\$ 64.62	\$ 11,202	\$ 66.48	\$ 11,523	\$ 68.35	\$ 11,848	\$ 70.23	\$ 12,172
Public Works Manager	\$ 55.65	\$ 9,646	\$ 57.54	\$ 9,974	\$ 59.50	\$ 10,313	\$ 61.52	\$ 10,664	\$ 63.61	\$ 11,026	\$ 65.78	\$ 11,401	\$ 68.02	\$ 11,789
Recreation Manager	\$ 39.11	\$ 6,779	\$ 40.61	\$ 7,040	\$ 42.12	\$ 7,301	\$ 43.61	\$ 7,560	\$ 45.12	\$ 7,821	\$ 46.62	\$ 8,081	\$ 48.12	\$ 8,342
Recreation Supervisor	\$ 54.65	\$ 9,473	\$ 56.38	\$ 9,772	\$ 58.11	\$ 10,073	\$ 59.84	\$ 10,373	\$ 61.56	\$ 10,671	\$ 63.29	\$ 10,971	\$ 65.03	\$ 11,271
Senior Planner	\$ 42.62	\$ 7,388	\$ 44.31	\$ 7,680	\$ 46.03	\$ 7,978	\$ 47.72	\$ 8,272	\$ 49.42	\$ 8,567	\$ 51.14	\$ 8,864	\$ 52.84	\$ 9,160
Transportation Supervisor														

GENERAL EMPLOYEES - SEIU LOCAL 721

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 37.01	\$ 6,415	\$ 38.16	\$ 6,614	\$ 39.34	\$ 6,819	\$ 40.55	\$ 7,029	\$ 41.81	\$ 7,248	\$ 43.10	\$ 7,471	\$ 44.43	\$ 7,702
Accounting Specialist	\$ 30.66	\$ 5,314	\$ 31.70	\$ 5,495	\$ 32.76	\$ 5,679	\$ 33.82	\$ 5,862	\$ 34.86	\$ 6,043	\$ 35.92	\$ 6,226	\$ 36.96	\$ 6,407
Administrative Secretary	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Assistant Planner	\$ 34.88	\$ 6,045	\$ 36.23	\$ 6,280	\$ 37.60	\$ 6,517	\$ 38.97	\$ 6,754	\$ 40.32	\$ 6,989	\$ 41.67	\$ 7,223	\$ 43.04	\$ 7,461
Building Permit Technician	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Civil Engineering Technician	\$ 31.39	\$ 5,441	\$ 32.70	\$ 5,669	\$ 34.02	\$ 5,896	\$ 35.32	\$ 6,122	\$ 36.65	\$ 6,352	\$ 37.96	\$ 6,580	\$ 39.27	\$ 6,807
Clerk/Typist Receptionist	\$ 23.88	\$ 4,139	\$ 24.75	\$ 4,290	\$ 25.61	\$ 4,439	\$ 26.47	\$ 4,588	\$ 27.34	\$ 4,739	\$ 28.21	\$ 4,890	\$ 29.10	\$ 5,043
Code Compliance / Animal Control Officer	\$ 32.59	\$ 5,550	\$ 33.96	\$ 5,886	\$ 35.31	\$ 6,121	\$ 36.68	\$ 6,358	\$ 38.03	\$ 6,592	\$ 39.40	\$ 6,829	\$ 40.75	\$ 7,064
Community Development Technician	\$ 28.59	\$ 4,956	\$ 29.62	\$ 5,134	\$ 30.63	\$ 5,310	\$ 31.66	\$ 5,488	\$ 32.68	\$ 5,664	\$ 33.71	\$ 5,842	\$ 34.72	\$ 6,018
Crime Prevention Specialist	\$ 35.14	\$ 6,092	\$ 36.43	\$ 6,315	\$ 37.76	\$ 6,545	\$ 39.11	\$ 6,780	\$ 40.45	\$ 7,012	\$ 41.81	\$ 7,247	\$ 43.15	\$ 7,479
Custodian	\$ 23.99	\$ 4,158	\$ 24.90	\$ 4,316	\$ 25.81	\$ 4,474	\$ 26.75	\$ 4,637	\$ 27.66	\$ 4,795	\$ 28.60	\$ 4,957	\$ 29.51	\$ 5,115
Deputy City Clerk	\$ 28.96	\$ 5,020	\$ 30.08	\$ 5,213	\$ 31.19	\$ 5,406	\$ 32.30	\$ 5,599	\$ 33.41	\$ 5,792	\$ 34.51	\$ 5,982	\$ 35.63	\$ 6,175
Field Services Supervisor	\$ 37.57	\$ 6,512	\$ 39.43	\$ 6,835	\$ 41.31	\$ 7,161	\$ 43.19	\$ 7,486	\$ 45.07	\$ 7,812	\$ 46.96	\$ 8,139	\$ 48.83	\$ 8,465
Human Resources Specialist	\$ 31.76	\$ 5,504	\$ 33.08	\$ 5,734	\$ 34.41	\$ 5,965	\$ 35.74	\$ 6,195	\$ 37.05	\$ 6,423	\$ 38.38	\$ 6,653	\$ 39.71	\$ 6,883
Maintenance Technician	\$ 24.54	\$ 4,254	\$ 25.57	\$ 4,432	\$ 26.58	\$ 4,608	\$ 27.61	\$ 4,786	\$ 28.63	\$ 4,962	\$ 29.66	\$ 5,140	\$ 30.67	\$ 5,316
Management Aide	\$ 31.86	\$ 5,523	\$ 32.85	\$ 5,694	\$ 33.87	\$ 5,871	\$ 34.91	\$ 6,052	\$ 36.00	\$ 6,240	\$ 37.11	\$ 6,432	\$ 38.26	\$ 6,631
Management Analyst - City Manager's Office	\$ 35.08	\$ 6,081	\$ 36.54	\$ 6,334	\$ 38.07	\$ 6,599	\$ 39.65	\$ 6,873	\$ 41.31	\$ 7,160	\$ 43.03	\$ 7,458	\$ 44.82	\$ 7,768
Outreach Coordinator - Public Safety	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Payroll Technician	\$ 29.35	\$ 5,088	\$ 30.23	\$ 5,241	\$ 31.14	\$ 5,398	\$ 32.08	\$ 5,560	\$ 33.04	\$ 5,727	\$ 34.03	\$ 5,898	\$ 35.47	\$ 6,148
Recreation Coordinator	\$ 28.33	\$ 4,911	\$ 29.41	\$ 5,097	\$ 30.48	\$ 5,283	\$ 31.55	\$ 5,469	\$ 32.64	\$ 5,657	\$ 33.71	\$ 5,843	\$ 34.80	\$ 6,031
Senior Code Compliance / Animal Control Officer	\$ 35.49	\$ 6,152	\$ 36.96	\$ 6,407	\$ 38.43	\$ 6,662	\$ 39.91	\$ 6,918	\$ 41.41	\$ 7,178	\$ 42.89	\$ 7,434	\$ 44.36	\$ 7,689
Senior Custodian	\$ 29.11	\$ 5,046	\$ 30.24	\$ 5,241	\$ 31.36	\$ 5,436	\$ 32.49	\$ 5,631	\$ 33.63	\$ 5,829	\$ 34.76	\$ 6,024	\$ 35.89	\$ 6,222
Senior Maintenance Technician	\$ 28.79	\$ 4,990	\$ 29.89	\$ 5,181	\$ 30.99	\$ 5,371	\$ 32.09	\$ 5,562	\$ 33.20	\$ 5,755	\$ 34.31	\$ 5,948	\$ 35.40	\$ 6,136

PART-TIME HOURLY EMPLOYEES

	Hourly Pay Rate					
POSITION	Step A	Step B	Step C	Step D	Step E	Step G
Aerobics Instructor	\$ 16.00	\$ 16.40	\$ 17.82	\$ 19.73	\$ 21.66	\$ 25.47
Animal Control Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 27.29
Assistant Boxing Trainer	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.59	\$ 18.15	\$ 19.33
Boxing Trainer	\$ 21.81	\$ 22.51	\$ 23.23	\$ 23.97	\$ 24.74	\$ 25.53
Certified Aerobics Instructor	\$ 25.03	\$ 26.28	\$ 27.76	\$ 29.24	\$ 30.72	\$ 33.69
College Intern	\$ 16.00	\$ 16.30	\$ 16.86	\$ 18.49	\$ 20.30	\$ 24.45
Community Services Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 27.29
Computer Lab Technician	\$ 16.00	\$ 16.10	\$ 16.25	\$ 16.49	\$ 16.93	\$ 17.80
Custodian	\$ 18.17	\$ 18.88	\$ 19.57	\$ 20.27	\$ 20.97	\$ 22.36
Dance Instructor	\$50.00					
Lifeguard	\$ 16.50	\$ 16.83	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.58
Lifeguard/Instructor	\$ 17.80	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03	\$ 21.25
Pool Manager	\$ 20.11	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.63	\$ 24.01
Recreation Leader	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.58	\$ 18.14	\$ 19.32
Recreation Specialist	\$ 18.00	\$ 18.53	\$ 19.07	\$ 19.62	\$ 20.20	\$ 21.40
Senior Custodian	\$ 26.40	\$ 27.42	\$ 28.44	\$ 29.46	\$ 30.49	\$ 32.55
Trail Maintenance Crew	\$ 16.00	\$ 16.96	\$ 17.37	\$ 19.11	\$ 21.02	\$ 25.44



ITEM: 15.F

Temporary Services Agreement - Interim Recreation Supervisor

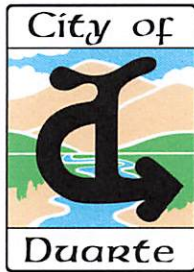
Recommended Action:

Authorize the City Manager to enter into an agreement for temporary services with Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

Attachments:

[15.F - Staff Report - Temporary Services Agreement - Interim Recreation Supervisor.pdf](#)

[15.F - Temporary Services Agreement - Margaret Diamond.pdf](#)



AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks & Recreation

SUBJECT: Temporary Services Agreement – Interim Recreation Supervisor

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into an agreement for temporary services with Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

FISCAL IMPACT: Funds are available and budgeted for in FY 2024/25, under Senior Center Salaries (100-1605-7016).

BACKGROUND

The former Recreation Supervisor of the Duarte Senior Center tendered their resignation effective June 5, 2024. While the recruitment process to permanently fill the vacated position is underway, the Director of Parks & Recreation has determined it is necessary to hire temporary services to support the Department and Center through the summer months, its busiest time of the year, to ensure the facility's programming and services are adequately organized and supervised during this transitional period.

DISCUSSION/ANALYSIS

Peggy Diamond, a retired annuitant, worked for the City of Duarte for 37 years. For 29 of those years, Mrs. Diamond served in the capacity of Recreation Supervisor for the Duarte Senior Center. Mrs. Diamond, who retired back in 2021 in good standing, is a familiar face, true parks professional, and already well-versed with the Department's culture and Center's operations.

The California Public Employee Retirement System (Cal PERS) provides for the governing body to make an interim appointment of a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year and the compensation paid is within the salary range of the vacant position.

If approved, Mrs. Diamond will begin July 1st, generally from 8am to 4pm Monday through Friday, and on weekends and evenings, as needed, according to the Department's needs. The agreement provides for up to 520 hours of work at \$45.40 per hour, which is within the existing Recreation Supervisor salary range. No other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate will be received.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into an agreement for temporary services with Peggy Diamond to serve as an Interim Recreation Supervisor for the Duarte Senior Center.

FISCAL IMPACT

Funds are available and budgeted for in FY 2024/25, under Senior Center Salaries (100-1605-7016).

ATTACHMENTS

Exhibit A – Temporary Services Agreement

CITY OF DUARTE TEMPORARY SERVICE AGREEMENT

This TEMPORARY SERVICE AGREEMENT ("AGREEMENT") is made and effective as of July 1, 2024, between the City of Duarte ("CITY"), a municipal corporation and Margaret "Peggy" Diamond, hereinafter, referred to as ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

AGREEMENT:

I. SERVICES TO BE PERFORMED BY CONTRACTOR

1. CONTRACTOR is a CalPERS retiree annuitant, who formerly worked for the City of Duarte as a Recreation Supervisor at the Duarte Senior Center.
2. CONTRACTOR shall be appointed as the Interim Recreation Supervisor for the Senior Center during the recruitment for a permanent appointment for this position under Gov. Code section 21221(h). The recruitment began on June 13, 2024.
3. CONTRACTOR will work generally Monday through Friday, from eight o'clock in the morning to four o'clock in the afternoon, and on weekends and evenings, as needed, according to the Department's needs.
4. CONTRACTOR agrees that this is a single appointment and will not exceed 960 hours in a fiscal year.

II. COMPENSATION

A. CONTRACTOR's Fee

For services rendered pursuant to this AGREEMENT, CONTRACTOR will be paid \$45.40 per hour. This rate is within the existing salary range of the vacant Recreation Supervisor position. The CONTRACTOR will not be paid more than \$23,608.

- B.** CONTRACTOR will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

III. TERMINATION OF AGREEMENT

Either party may terminate this AGREEMENT by written notice to the other at any time.

IV. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its officials, employees or agents will have control over the conduct of the CONTRACTOR, except as otherwise set forth in this AGREEMENT.

CONTRACTOR: [Insert CONTRACTOR]

By:

Margaret "Peggy" Diamond
(Signature)

Date

6/17/24

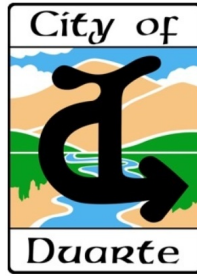
Margaret "Peggy" Diamond

(Typed Name)

CITY: City of Duarte
A Municipal Corporation

City Representative

Date



ITEM: 15.G

Adoption of November 5, 2024, General Municipal Election Resolutions

Recommended Action:

Adopt Resolution No. 24-08 calling for a General Municipal Election to be held on November 5, 2024; Resolution No. 24-09 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 24-10 adopting regulations pertaining to candidate statements.

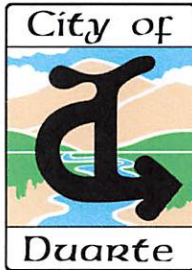
Attachments:

[15.G - Staff Report - Adoption of November 5, 2024 General Municipal Election Resolutions.pdf](#)

[15.G - Resolution No. 24-08 - Calling of Election.pdf](#)

[15.G - Resolution No. 24-09 - Requesting Consolidation.pdf](#)

[15.G - Resolution No. 24-10 - Candidate Statement Regulations.pdf](#)



Agenda Item: 15G

CM Review: scv

Fiscal Review: kp

AGENDA REPORT

MEETING DATE: June 25, 2024

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Annette Juarez, City Clerk

SUBJECT: Adoption of November 5, 2024, General Municipal Election Resolutions

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 24-08 calling for a General Municipal Election to be held on November 5, 2024, to fill seats for three City Council districts, to place a ballot measure relating to cannabis retail sales and tax, to direct the City Attorney to prepare an impartial analysis, and to authorize and designate up to three Councilmembers to prepare arguments for the cannabis measure; Resolution No. 24-09 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 24-10 adopting regulations pertaining to candidate statements.

FISCAL IMPACT: The estimated cost of conducting the 2024 General Municipal Election is \$86,000. Funding for the election was included in the proposed Fiscal Year 2024-25 budget.

BACKGROUND

In preparation for the November 5, 2024 General Municipal Election to fill Duarte City Council seats representing District 2, District 3, and District 7 for four-year terms, and for the purpose of submitting to the voters the question of whether the City Council shall be authorized to adopt an Ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts, it is necessary to adopt resolutions initiating the process and requesting election services from the Los Angeles County Registrar Recorder/County Clerk, requesting that the Los Angeles County Board of Supervisors consolidate the City of Duarte's General Municipal Election with the Statewide General Elections, and set regulations pertaining to candidate statements.

DISCUSSION/ANALYSIS

The City of Duarte is divided into seven Council districts with each Council Member being elected by the voters residing within their specified district area. There will be three City Council seats up for election in November 2024, each seat is for a term of four-years.

The election timeline is as follows:

Nomination Period: July 15, 2024, through August 9, 2024

Extended Nomination Period: August 14, 2024*

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

The City Council, at its meeting on June 11, 2024, directed City Staff to prepare a ballot measure to allow the City Council to adopt an ordinance that permits no more than two (2) storefront retail dispensaries in the City and that taxes cannabis sales up to 10% of gross receipts.

In addition to calling for an election of Councilmembers for three City Council districts and to place a ballot measure relating to cannabis retail sales and tax, Resolution 24-08 also directs the City Attorney to prepare an impartial analysis of the ballot measure and authorizes the City Council to select up to three Councilmembers to prepare a ballot argument.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-08 calling for a General Municipal Election to be held on November 5, 2024, to fill seats for three City Council districts, to place a ballot measure relating to cannabis retail sales and tax, to direct the City Attorney to prepare an impartial analysis, and to authorize and designate up to three Councilmembers to prepare arguments for the cannabis measure; Resolution No. 24-09 requesting that the Los Angeles County Board of Supervisors consolidate the General Municipal Election with the Statewide General Election; and Resolution No. 24-10 adopting regulations pertaining to candidate statements.

FISCAL IMPACT

The estimated cost of conducting the 2024 General Municipal Election is \$86,000. Funding for the election was included in the proposed Fiscal Year 2024-25 budget.

RESOLUTION NO. 24-08

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 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO RETAIL CANNABIS SALES AND CANNABIS TAX OF UP TO 10%.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 5, 2024, for the election of Municipal Officers; and

WHEREAS, the City Council held two cannabis workshops and considered whether to place a ballot measure relating to cannabis on the November 5, 2024, election; and

WHEREAS, the City engaged a third-party consultant to research and provide information regarding the potential revenue received from cannabis sales in the City of Duarte, impacts on public safety, and other issues relating to cannabis sales; and

WHEREAS, all taxes imposed by local government are deemed to be either general taxes or special taxes, pursuant to Section 2(a) of Article XIII C of the California Constitution; and

WHEREAS, Section 2(b) of Article XIII C of the California Constitution provides that a local agency cannot impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote at an election that is consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council has authority to submit to voters a proposition for the repeal, amendment, or enactment of any ordinance, to be voted upon at any succeeding regular or special city election, and if the proposition submitted receives a majority of the votes cast on it at the election, the ordinance shall be repealed, amended, or enacted accordingly; and

WHEREAS, the City Council desires to submit to the voters at the election a question relating to whether the City Council shall be authorized to adopt an ordinance allowing up to two retail cannabis dispensaries and to tax cannabis up to 10% of gross receipts.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Duarte, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing three Members of the City Council for the full term of four years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

<u>MEASURE []</u> <u>CANNABIS RETAIL SALES AND TAX</u> Shall a measure authorizing the City Council of the City of Duarte to adopt an ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts to raise up to approximately \$2,526,250 annually until ended by voters be adopted?	YES
	NO

SECTION 3. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

SECTION 4. Pursuant to California Elections Code Section 9280, the City Council hereby directs the Clerk of the Council to transmit a copy of the Ordinance to the City Attorney, who shall prepare an impartial analysis of the measure, which shall not exceed 500 words in length.

SECTION 5. Pursuant to California Elections Code § 9282, the City Council, or a member or members of the City Council authorized by that body, or an individual voter who is eligible to vote on the measure, or bona fide association of citizens, or a combination of voters and associations, may file a written argument for or against any city measure, which shall not exceed 300 words in length.

SECTION 6. Pursuant to California Elections Code § 9287, if more than one argument for or more than one argument against the ballot measure is submitted to the Clerk of the Council within the time prescribed by law, the City Clerk shall select one of the arguments in favor and one of the arguments against the ballot measure for printing and distribution to the voters, giving preference and priority, in the order named, to the arguments of the following:

- (a) The City Council, or member or members of the City Council authorized by that body.
- (b) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.
- (c) Bona fide associations of citizens.
- (d) Individual voters who are eligible to vote on the measure.

SECTION 7. In accordance with California Elections Code § 9285, when an argument in favor and an argument against the ballot measure have been selected to be printed in the voter information guide, the City Clerk shall send a copy of the argument in favor of the measure to the authors of the argument against the measure and a copy of an argument against the measure to the authors of the argument in favor of the measure. The author or a majority of the authors may prepare and submit a rebuttal argument not exceeding 250 words. Rebuttal arguments shall be printed in the same manner as the direct arguments and shall immediately follow the direct argument which it seeks to rebut. This Section shall only apply to the election on the ballot measure to be held on November 5, 2024.

SECTION 8. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 9. That the City Clerk is authorized, instructed, and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 10. That the vote centers for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. (8:00 p.m.) of the same day when the polls vote centers shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212 and 14401 of the Elections Code of the State of California.

SECTION 11. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 12. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 13. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Los Angeles Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 14. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 15. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 16. If any section, subsection, sentence, clause, phrase or provision of this Resolution or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other provision or applications, and to this end the provisions of this Resolution are declared to be severable. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, phrase, or provision thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or provisions thereof be declared invalid or unconstitutional.

PASSED, APPROVED and ADOPTED this 25th day of June 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-08 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2024, by the following vote:

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

Annette Juarez
City Clerk

RESOLUTION NO. 24-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.

WHEREAS, a General Municipal Election is to be held in the City of Duarte, California, on November 5, 2024; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Duarte.

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

SECTION 1. That pursuant to the provisions of §§ 10002 and 10403 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places(vote centers) and poll workers the county uses for their elections;
3. The voter record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for voter information guides;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 25th day of June 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-09 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2024, by the following vote:

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

Annette Juarez
City Clerk

RESOLUTION NO. 24-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024.

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

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Duarte on November 5, 2024, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

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

SECTION 3. PAYMENT.

A. Translations:

- 1. The candidate shall be required to pay for the cost of translating the candidates

statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

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

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

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

SECTION 4. MISCELLANEOUS.

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

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

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

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

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

PASSED, APPROVED and ADOPTED this 25th day of June 2024.

Vinh Truong
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-10 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2024, by the following vote:

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

Annette Juarez
City Clerk