

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 20, 2019
SUBJECT: Comments on Agenda Items, Meeting of June 25, 2019

ITEM 6.A. The City Council will recognize Curo Managed Print Productions for being named “2019 Small Business of the Year” by Assemblymember Blanca Rubio. Curo Managed Print Productions was selected to represent District 48 out of 3.3 million businesses Statewide. Owners Adam and Lily Knight started their business in September 2015 and from the moment they opened their shop, they became an active part of the community. With Adam as the primary face of the business, he has been a large contributor by being a part of the community as an Executive Board Member of the Duarte Chamber of Commerce, is active in the local PTA, chairs the Duarte Youth and Family Committee, and is a member of the Duarte Community Education Council.

ITEM 6.B. A proclamation will be presented to the Duarte Library/Los Angeles County Library as a recipient of the Library Journal’s 2019 Library of the Year. The Gale/Library Journal was created 140 years ago, and is inspired by the belief that libraries transform lives at every stage of life. They are recognizing L.A. County Library as the library that most profoundly demonstrates service to the community with creativity and innovation.

ITEM 6.C. The City Council will recognize the Foothill Unity Center for receiving Assemblymember Chris Holden’s “2019 Non-Profit of the Year Award.”

ITEM 6.D. A presentation will be given by a representative of the Upper San Gabriel Valley Municipal Water District reflecting the “State of the District,” and will include topics pertaining to local water supply, the 2019 Strategic Plan, and an update on impacted resources.

ITEM 6.E. An update of activities will be given by Levy Sun of the San Gabriel Valley Mosquito and Vector Control District.

ITEM 6.F. City staff will provide an overview of the upcoming City’s 2019 Independence Day Celebration and Fireworks event being held on July 3rd at the Duarte Sports Park from 6:00 p.m. to 9:30 p.m.

ITEM 10.D (Consent). This is to accept the 2019 No Smoking Sign and Installation Project as complete. The project was comprised of manufacturing and installing “No Smoking” signs at ten park locations. The project focused on sign installation being at the park entrances, and using existing poles, rather than installing additional new poles, whenever feasible. A total of 39 signs were installed. An additional ten signs were ordered for facilities, and advise all patrons of Government Code Section 7597(a) which prohibits smoking within 20 feet of government buildings. Facilities staff will be installing the additional signage at all City-operated facilities.

ITEM 10.G (Consent). This is to approve Amendment No. 8 to the agreement with Levon Yotnakhparian for City Cablecasting and Internet Viewing Services, extending his services until June 30, 2020. These services include all support to telecast regular and special City Council meetings.

ITEM 10.H (Consent). This is to approve the Duarte Chamber of Commerce sublease agreement for the period July 1, 2019, through June 30, 2020. The sublease is for the 1,674-square foot space at 1735 Huntington Drive, in the amount of \$500 per month.

ITEM 10.I (Consent). This is to approve the annual services agreement with the Chamber of Commerce in the amount of \$45,100. The Chamber will continue to work in support and promotion of the Duarte business community, including business retention, job development, membership increase, and events.

ITEM 10.J (Consent). This is a resolution establishing a salary schedule and compensation plan for unrepresented regular employees. The resolution serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already a part of the existing Personnel Rules & Regulations. Please note that the three-year MOU terms do not impact, or apply to, unrepresented employees and as such, this resolution must be approved in order for changes to occur. As a result, the City Council is given the opportunity to consider compensation for unrepresented regular positions on an annual basis.

ITEM 10.K (Consent). This is a resolution supporting the Route 66 Parade and agreeing to accept liability and maintenance for detoured traffic from the Mt. Olive off-ramp. The Duarte Route 66 Parade Committee will be sponsoring Duarte's Annual Route 66 Parade on Saturday, September 28, 2019, and the parade route will travel along Huntington Drive. To ensure adequate safety for parade participants and the general public, the Mt. Olive off-ramp of the 210/605 Freeways will need to be detoured.

ITEM 10.L (Consent). The City of Duarte's Public Safety Department has been located at 1042 Huntington Drive since 1995. The office has approximately 4,580 square feet. There have been numerous extensions to the original lease, and staff has negotiated another five-year extension with Mountain Vista Plaza. The terms are from July 1, 2019, to June 30, 2024, with a base rate of \$8,300 triple net and 4% increases thereafter commencing July 1, 2020. The City will receive a one-time credit of \$3,000 against its base rent in both August and September 2019.

ITEM 10.M (Consent). Our current agreement with the Los Angeles County Sheriff Department expires on June 30, 2019. For Council consideration is a new five-year agreement which will run from July 1, 2019, to June 30, 2024. The County Board of Supervisors has already approved this agreement.

The Service Level Authorization is an annual form that must be approved by July 1, 2019, to confirm the level of service provided by the L.A. County Sheriff Department. There are currently no requested changes to the level of service provided, and the City will continue to receive the services of one school resource deputy, two special assignment deputies, one motor deputy, one 24/7 day a week crime car, one 24/7 day a week traffic car, and two 40 hour 5 days a week overlap cars. The City Council approved the 2019/20 fiscal year budget on June 11, 2019. Approved at that time was the Contract Law Enforcement budget in the amount of \$4,113,000.

ITEM 10.N. (Consent). This is to approve a Transportation Services Agreement with Monrovia Unified School District for all supervised parks special summer events. Traditionally during the summer months, the Parks and Recreation Department would coordinate with our own Transit Department to provide weekly shuttle service for all summer special events planned for our four supervised park locations (Beardslee, Encanto, Royal Oaks, and Otis Gordon Parks). With the

implementation of our new E-bus system being powered by Foothill Transit, we now need to contract outside transportation service to shuttle our youth participants to various City facilities for these special summer events.

ITEM 12. This Public Hearing for the Climatec Infrastructure Modernization Program will be continued to a future meeting; however, public comment will be received for the item.

ITEM 13.A. This is a resolution re-establishing a Citywide governance by district policy. In follow-up to the November 2018 election, where Councilmembers were elected by district, the seven-member City Council held a workshop on February 6, 2019, to create a shared understanding of high-performance governance. This resulting resolution emphasizes the desire that all members of the Duarte City Council will continue to serve all of the residents of Duarte, and will govern on an at-large basis, considering the needs and interests of the entire community.

ITEM 13.B. This is a resolution finding and declaring an emergency pursuant to certain sections of the California Constitution necessitating submission of a general transactions and use tax to the voters at a special election on March 3, 2020.

ITEM 14. Based on the City's Facility Naming or Renaming application process and criteria, the Parks and Recreation Commission is recommending that City Council rename Duarte Bike Trail/Multipurpose Trail to the Donald and Bernice Watson Recreation Trail. On May 13, 2019, the Commission received a request from Ms. Paula Watson-Gardner on behalf of her parents, Donald and Bernice Watson.

In April of 1968, Donald R. Watson was elected as the first African-American City Councilmember in the City of Duarte, also making him the first elected African-American City Councilmember in the San Gabriel Valley. During his tenure on the Council, Donald was well-known for his ability to bring people together and foster a spirit of cooperation among Councilmembers and the community at large. Bernice B. Watson was not only a tireless supporter of Donald's role in the City, she also co-authored the book "On the Duarte," a comprehensive account of the lives and events that shaped what our great City has become today. After reviewing the application, supporting documentation, and hearing from Ms. Watson-Gardner, the Commission voted unanimously to support a recommendation to City Council to rename the Bike Trail/Multipurpose Trail after Donald and Bernice Watson.

Respectfully submitted,



Darrell J. George
City Manager



Proclamation

LOS ANGELES COUNTY LIBRARY GALE/LIBRARY JOURNAL'S 2019 LIBRARY OF THE YEAR

WHEREAS, the City of Duarte acknowledges that the Duarte Library, which is part of the Los Angeles County Library system operating 87 libraries and serving 3.4 million residents in a 3,000-square mile area, has a vital role in recognizing and addressing the needs of a diverse community composed of a myriad of cultures, ethnicities, and social backgrounds, with speakers of multiple languages; and

WHEREAS, Los Angeles County Library has reinvented its organizational culture to prioritize attention to community members' voiced needs and desires, promote an ingrained focus on equity and inclusion, and develop original services that incorporate a broad view of the library mission and active partnerships, both public and private; and

WHEREAS, the "iCount" initiative, which was introduced by Los Angeles County Library, extends equity of service to all library customers, ensuring that library programs and services are consciously designed to address the needs of the diverse community it services, which includes customers of different age, gender, sexual orientation, ethnicity, socio-economic status, physical ability, nationality, and legal status; and

WHEREAS, the Gale/Library Journal's 2019 Library of the Year award nationally recognizes Los Angeles County Library as the library that most profoundly demonstrates service to the community, with creativity and innovation in developing specific community programs, and has experienced a dramatic increase in library usage, as well as demonstrated leadership in creating programs emulated by other libraries;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte hereby recognizes and congratulates the Los Angeles County Library on being selected by the Gale/Library Journal as 2019 LIBRARY OF THE YEAR, and encourages all residents to visit the Duarte Library to take advantage of the exemplary resources available, and to join in this celebration.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk Marla Akana
Duarte, California
June 25, 2019



LA County Library Is Library of the Year 2019

by [John N. Berry III](#)

May 28, 2019 | Filed in [News](#)



The LA County Library is the 2019 Gale/*LJ* Library of the Year. That accolade is story enough, but this year the news is enhanced by another breakthrough. With this win, LA County Library becomes the only library to win the Gale/*LJ* Library of the Year award in the same year that its director was named *LJ*'s Librarian of the Year—that's Skye Patrick. And, in late 2018, LA County Library had developed such dynamic, skillful ways to tell its story that its marketing team won the *LJ* Marketer of the Year Award.

This impressive hat trick was set in motion in 2016 when Patrick took the helm as director, bringing a vision that has since transformed the library system. That ideal focuses every LA County library and service on equity of access and education for every person in the 3,000 square mile area served by the system, no matter their age, gender, ethnicity, origin, sexual orientation, socioeconomic or legal status, nationality, or physical ability and has spurred robust innovation, organizational change, and broad implementation of new approaches across the library system.

A PLACE FOR EVERYONE

Patrick's work in great library systems in Queens, San Francisco, and Broward County, FL, as well as the University of Pittsburgh, gave her opportunity and "awesome" leaders, but her vision for LA County Library was more the product of her own personal experience.

"My experience as a young librarian was one of isolation. I always felt under-represented, even though I worked in huge metropolitan places. I was not seeing leadership that reflected me, [or] queer presence the way we see it now. I always felt weird and unwelcome in this profession. I never felt accepted. I never felt there was a place for me. I felt that isolation strongly enough to decide at one point to leave the profession." Patrick says.



Director Skye Patrick (c.) and her LA County Library team (l.-r.): Jesse Walker-Lanz, Grace Reyes, Yolanda De Ramus, Pat McGee, Debbie Anderson, and Binh Le. Photo by David Zentz

"Because of that I wanted to try to make sure that the next generation of librarians could really see themselves in a more welcoming way. That explains my desire to train people not only to fully engage with the community, [but] to engage with each other," Patrick says, to ensure that the library she leads fights that feeling of isolation for all staff members as well as all patrons.

"It was a big change when Skye Patrick came. She brought a vision and we've all been working with her for three years to help implement" it, says Jesse Walker-Lanz, Assistant Director for Public Services. That full throttle effort by the entire team at every level is why LA County Library is Library of the Year.

IMPLEMENTING CHANGE

Beginning in 2017, the library launched the iCount program, holding a series of town hall style meetings to connect library leaders face-to-face with stakeholders and customers from all the varied communities the library serves.

"The iCount and equity initiatives really challenged our staff," says Walker-Lanz. "The library chiefs had to come together and figure out which groups in their local communities they might not be fully serving. They had to formulate a plan on how they could address that inequity. We have just kicked off our third year of iCount. iCount made all of our staff much more mindful about equity. Now they really think about whether all of our decisions foster equity." Part of what made this work, he says, is that local staff in each branch don't just implement a global, top-down to-do list. Instead, staff at all levels sit down to use an equity lens to determine which groups "might not be fully served in their particular community."



KIDS ALL IN Young readers pick books to take home after Family Storytime at the Clifton M. Brakensiek Library; Youth attend a STEAM program at the Willowbrook Library's Grand

"We've been working in the iCount Leadership Committee for three years. An amazing group, we have figured out simple ways to help staff develop programs and services that address an equity issue in the libraries in their communities. Now we see everything we do through the lens of iCount. It has changed our culture," says Debbie Anderson, Assistant Director for Education & Engagement.

After iCount training on equity and implicit bias, each library in the system annually creates a Library Equity Action Plan. The result is staff, programs, and services focused on real needs and equity, and transformed to go far beyond the traditional scope of public libraries. It offers models of service, programs, and collections for every other library nationally and worldwide.

BY THE NUMBERS

Established in 1912, LA County Library is one of the largest public library systems in the United States, and the world, serving 3.4 million residents. The system has 87 libraries; three book kiosks at housing sites for older adults and youth between the ages of 16 and 24 who are in transition from state custody or foster care; and a fleet of 18 vehicles comprised of three bookmobiles, five Reading Machines to support early literacy programs offsite, and ten Mākmō mobiles, a mobile delivery system to support makerspaces and promote Science, Technology, Engineering, Arts, and Math (STEAM) programs.

The annual budget of \$208,898,000 provides per capita support of \$61.93 for each county resident. Those library users borrowed 10,767,071 items from collections in fiscal 2017–18 and 10,300,859 visited a library to get those materials and many other services, among them answers to 6.7 million reference questions. LA County Library's digital resources delivered more than 2 million e-circulations (increasing 29–33 percent a year), 4.4 million Wi-Fi sessions, and 2.2 million Internet sessions last year.

A staff of 695 full time equivalents is augmented by nearly 1,700 volunteers. Of that staff, 39 percent are professional librarians.

LA County Library's 26,400 programs attracted more than 619,000 participants in total. An amazing 499,512 came to children's programs, up four percent from last year. Some 86,534 attended adult programs, up a huge 24 percent over the prior year, and 32,996 attending teen programs, an increase of eight percent.

MANAGING OPERATIONS

"All of our communities are changing all the time and it is crucial that we constantly evaluate the service that we are providing and making sure that we are keeping up. We have found a way to keep looking at what we do and to insure that," says Walker-Lanz.



Regional administrators with the Mākmō mobile fleet (l.-r.): Gladstone Bucknor, Donald Rowe, Carolyn Kobayashi, Patricia Rivera, Louix Escobar-Matute, Christle Chumney, Christiane Warburton, Valerie Bailey, and Ivorie Franks. Photo by David Zentz

"A lot of credit goes to the staff that has taken the new vision and run with it. They have taken this vision and figured out how to implement it locally—a tremendous achievement. Our staff and our emphasis on making sure we understand what our communities need has been the key to success," he adds. "I think we are really working to create a new 21st Century model of library service."

The library's constituents agree. "Our communities are very receptive. We get a lot of really positive customer feedback," reports Walker-Lanz, including compliments on the team. "I think we are really known for having a friendly, helpful, supportive staff. That is one of the key reasons why communities love their community libraries."

FROM THE GROUND UP

LA County Library's Family Place Libraries offer over 3,400 early literacy programs attended by more than 104,000 children. Reading STARS, offered at five locations, was developed to pair adults age 50 or older with students in K-3 ages for four months of tutoring. More than 90 percent of participating students improved their reading by one level.

That said, LA County Library's agenda to help kids and teens goes far beyond reading. The Positive Parenting Programs (Triple P) address and help prevent common behavioral and emotional problems in children and teens. While commonly used by social workers and clinicians, not library staff, LA County Library worked with Triple P to adapt its program to a library setting, and now some 40 staff members are certified Triple P providers. Nutritious lunches for kids 18 and younger are provided via the Lunch at the Library program. Personal Safety & Bullying classes teach school-age kids and their parents to recognize bullying and avoid abduction and human trafficking. In the fall, the library offers free flu shot clinics, as well as free museum passes through its Discover & Go program year round.



Branch locations: East Los Angeles Library, Sorensen Library, and Quartz Hill Library. Top row photos by David Zentz; bottom row photo courtesy of LA County Library

The Adult 101: Life Skills Bootcamp for Teens series teaches such “soft skills” as etiquette, public speaking, and workplace know-how needed to succeed as adults. And the award-winning Turns the Tables program is a free nine week DJ course to teach technological and entrepreneurial skills. Since LA County has the highest rate of incarcerated youth in the state, the library runs two dedicated institutional libraries with guidance from specially trained librarians and curated collections.

The learning doesn’t stop at 18, either. Beyond the lifelong learning available through the collection and programs for adults, LA County Library’s participation in Career Online High School lets adults over 19 earn an accredited diploma and career certificate online. Approximately 80 students are expected to graduate in 2019.

PROACTIVE PARTNERSHIPS

On top of engaging every constituency in the county, library staff also partner with every county agency and a host of private institutions and firms to engage them in the expansion and transformation of LA County Library services to meet urgent needs. For example, LA County’s was the first public library to partner with Barbershop Books, developing training for barbers facilitated by its partner organization. To date, it has placed shelves full of reading materials in ten barbershops.

New partnerships in the last fiscal year included \$25 million from the Mental Health Services Act for two years of programming targeting at-risk people using trauma-informed programs to develop protective factors to reduce the development of mental illness. Beginning in March, the LA County Department of Mental Health placed eight mental health clinicians in eight libraries. With the county Probation Department, two million dollars was used to create new programs for youth on probation. And as part of the the LA County Board of Supervisors' new mentoring initiative, the library is hiring ten young men of color as My Brother's Keeper Peer Advocates.

The LA County Arts Commission launched its Artist in Residency and assigned a Creative Strategist to work at libraries to develop community-specific programs and events.

To help families on the margins that cannot afford traditional daycare to prepare children for kindergarten, LA County Library redesigned story times into Smarty Pants Storytime in partnership with the County Office of Education, applying curriculum-based standards and readiness indicators in a fun, interactive setting.



CREATIVE COMPANY Left: Senior residents of the Nueva Maravilla Housing Community, home to one of the library's new book kiosks, show art they created at an on-site program; right: DJ students practice before a concert performance at South Whittier Library, part of the free Turns the Tables nine-week workshop for beginners aged 15-21. *Photos by Monica Almeida*

To better serve veterans, LA County Library established four Veterans Resource Centers beginning in 2015 in partnership with the California Department of Veterans Affairs to help veterans and their loved ones find and learn about state and federal education, employment, housing, health, and disability benefits. A new pop-up veterans resource center started visiting sites throughout LA County in November 2018.

For new immigrants, the library partnered with the LA County Office of Immigrant Affairs to develop the website Path2Citizenship.lacounty.gov. It launched in early 2018, highlighting the resources for immigrants at the Office and library, which include two Citizenship Resource Centers and workshops on the naturalization process. The library's Citizenship in a Bag kits have circulated 2,600 times since 2016 to provide settlement information for newly arrived immigrants—more than 30 percent of LA County's population is foreign born.

LA County Library also partners with county homeless service providers at 17 high-need libraries. Many work to find permanent housing for customers. In the meantime, the library removes barriers to access to materials and services by offering patrons experiencing homelessness an address-free card.

They were also proactive about linking the library to other departments' practices and priorities. "[Walker-Lanz] and I worked to align our mission and purpose with that of other departments. We did a lot of research on the strategies other departments use and we wrote our program proposals to partner with them and fit with their strategies," Anderson says. "Once you get it going you can see how much we are allied with other people who serve the community. You find that we are all doing a lot of similar work."

GIVING TECH A HUMAN FACE

In August 2018, the Microsoft Corporation put up \$3.3 million to upgrade software on all LA County Library public computers and partner in the program called Building Digital Equity, to teach youth Microsoft programs and certify their acquisition of up-to-date digital skills and opportunities for work.

"We are doing a lot of experiments infusing AI in machine learning, but right now our customers have demonstrated more comfort and ability in a hybrid learning environment that utilizes technology along with a live person to help navigate the playing field," says Patrick. The library learned a lot from community engagement sessions. "We discovered that we need live people in the technology learning mix," Patrick explains. "We thought we knew what customers desire to know and we thought they could really utilize technology in a learning environment. What we learned when we asked them is that they are not there yet. To most people technology is still a sort of weird wildebeest."



LIFELONG LEARNING (l.-r.): A veteran peruses the *California Veterans Resource Handbook* at the grand opening of one of the four new Veterans Resource Centers, this one at La Puente Library; Teens play a game of Chinese checkers during the Grand Re-Opening of Rowland Heights Library. Left photo courtesy of LA County Library; right photo by Monica Almeida

One of the secrets to such prolific partnership is connecting to other parts of local government. Patrick "felt that other County departments didn't know what we do, so she took me and [Walker-Lanz] around to meet with many of their leaders," recalls Anderson. "We did a presentation on all the different things we do that are not thought of as traditional offerings of libraries. We got great response."

The library applied its learning to education efforts as well. “Most still don’t feel they have a successful hand on it when they use technology in education, they told us,” says Patrick. “So informed, we developed a hybrid learning environment where real people provide real instruction with technology. In one partnership, for example, we are working with Explore.org. We live streamed one of their deep sea divers in the Indian Ocean into a story time. Then we had the ability to allow people inside the library and outside it to participate in the story in the live stream in real time and use the smart technology to draw pictures of the sea animals.” That, Patrick notes, is a test case, and the LA County Library team looks forward to expanding the model to seniors as well.

Technology was only one instance in which deep user engagement caused the library to reevaluate its plans. “We librarians need to interact with our customers to find out what they need from libraries. Here at LA County [Library] we learned that what we thought we knew... we didn’t actually know,” says Patrick. “That is part of what we learned from the iCount initiative: we cannot trust our assumptions.”

THE WINNING FORMULA

Connecting directly with the library’s customers and finding out what they want and need is one key to LA County Library’s transformation. Training the staff to focus on equity and to recognize and eliminate hidden biases was another. Developing programs and services for underserved and marginalized populations was a third. Recognizing and responding to the fact that each community is constantly changing and staff must work to stay abreast of that change and serve the needs it creates is crucial. Finally, seeking out both public sector and private partners, especially those who also serve the same community, is essential. That is the formula that transformed LA County Library; made its programs, services, and staff a model for the future of libraries; and won recognition as the Gale/*LJ* Library of the Year.

LIBRARY OF THE YEAR 2019 JUDGES

LJ thanks the following individuals who volunteered their valuable time to help select the 2019 Library of the Year:

Michael Lambert | Director, San Francisco Public Library; 2018 Gale/*LJ* Library of the Year

Richard Reyes-Gavilan | Executive Director, DC Public Library, Urban Libraries Council Executive Board member

Brian Risse | VP–Public Library, Wholesale, & Large Print Sales, Gale Cengage Learning

Pam Sandlian Smith | Director, Anythink Libraries; Past President, Public Library Association

Barbara Stripling | Senior Associate Dean and Associate Professor of Practice, Syracuse University School of Information Studies; American Library Association Past President 2013–14

The panel also includes *LJ*’s **Matt Enis**, **Rebecca T. Miller**, **Kiera Parrott**, **Lisa Peet**, and **Meredith Schwartz**.

LJ editor panelists select up to six finalists from among the total pool of entries and invite external judges to participate, including one representative from Gale Cengage Learning, the award’s sponsor; the judges each choose their first-, second-, and third-place candidates from that field and convey their vote to the coordinating *LJ* editor. Each vote is assigned a corresponding point value, and each vote is given equal weight. The cumulative totals determine each year’s award winner and honorable mentions; any ties are broken by *LJ* editors.

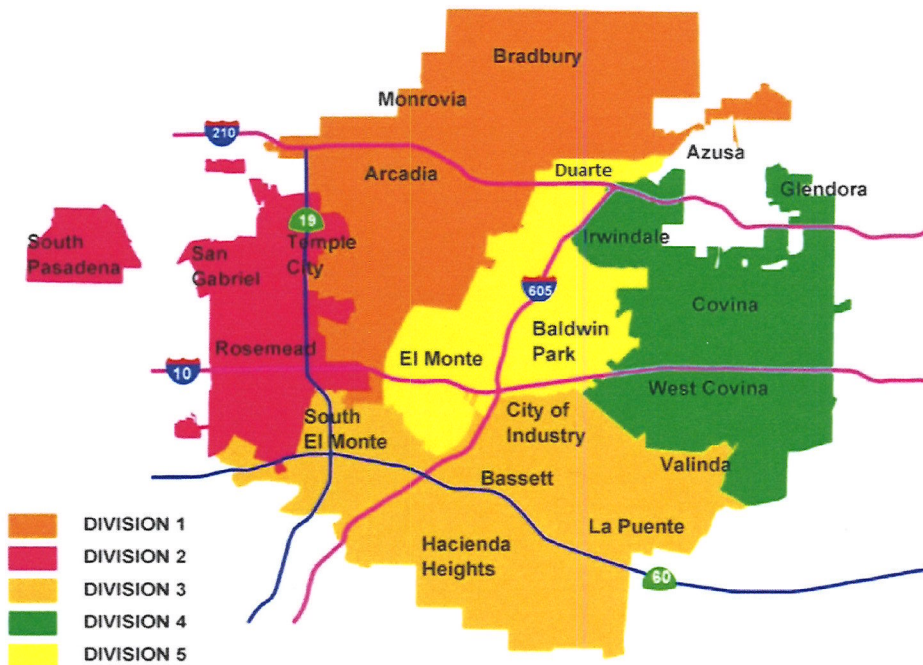


Upper San Gabriel Valley Municipal Water District

State of the District

June 25, 2019
Duarte City Council Meeting

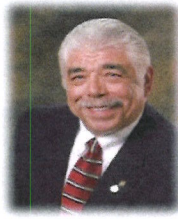
Upper San Gabriel Valley MWD



- Special district & wholesale water supplier formed in 1960
- Provides supplemental water to San Gabriel Valley communities
- Metropolitan Water District member agency
- Service Area: 144 square miles & 18 cities
- Population Served: 950,000
- Water Retailers: 27
- Total water demand: 200,000 acre feet/yr.
- Imported Water Delivery: 30,000 acre feet/yr.
- 2018/2019 Operating Budget: \$27.4 million



Division 1
Director
Anthony
R. Fellow



Division 2
Director
Charles
Treviño



Division 3
Director
Ed Chavez



Division 4
Director
Alfonso
Contreras



Division 5
Director
Jennifer
Santana

www.upperdistrict.org

Upper District's 2019 Strategic Plan



The Board developed goal areas that represent the key Upper District commitments:

GOAL 1: Water Reliability

- Provide reliable water services that meet the needs of the communities we serve.

GOAL 2: Financial Integrity

- Effectively and efficiently manage the financial resources entrusted to Upper District.

GOAL 3: Workforce and Governance

- Maintain a trained and motivated workforce, an informed and engaged Board of Directors, and effective business processes to achieve our goals.

GOAL 4: Community Representation and Engagement

- Provide responsive local governance, value, legislative engagement, and outreach to the Producers and the communities we serve.

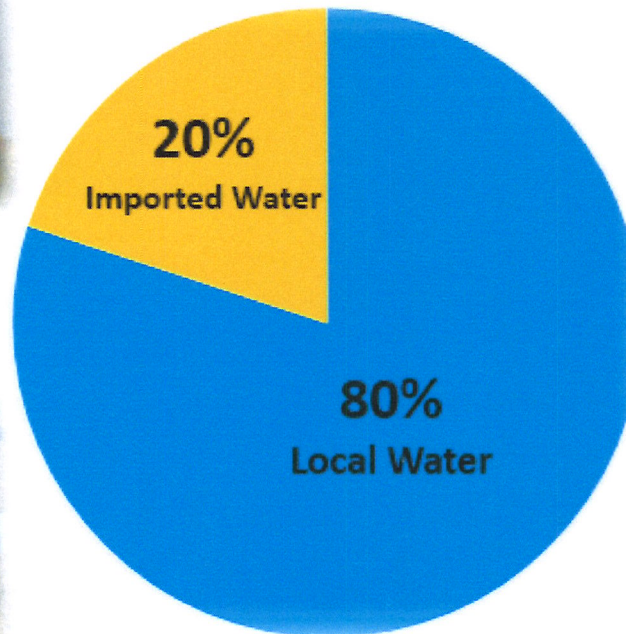
Where does our water supply come from?



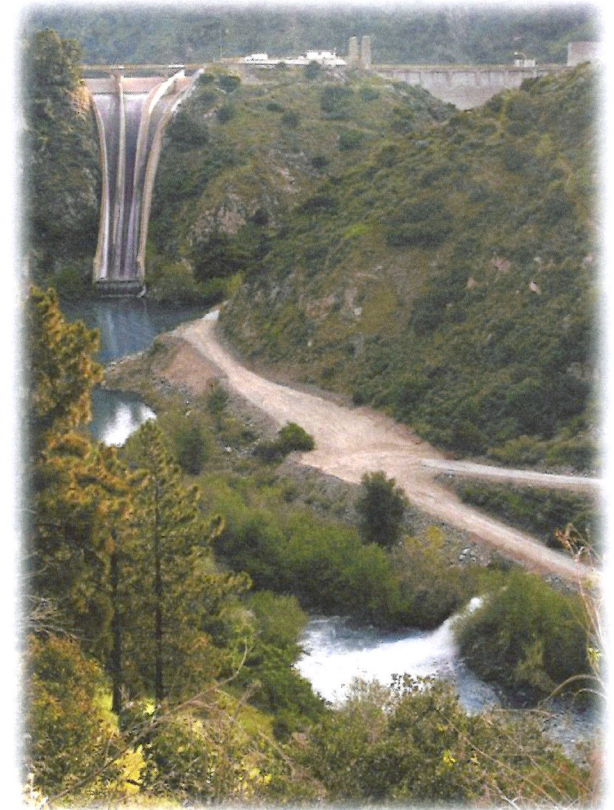
Northern California



Colorado River



Local Water Supply



Update on Imported Resources

- **State Water Project**

- **Rainfall:** 68.4 inches water year to date
- **Snowpack Peak:** 48.7 inches deep (Northern Sierra)
- **Statewide Snowpack Measurement:** 163% of April 1 average
- **Runoff Forecast:** 137% of average (Sacramento River)
- **SWP Exporter Allocation:** 70%

- **Colorado River**

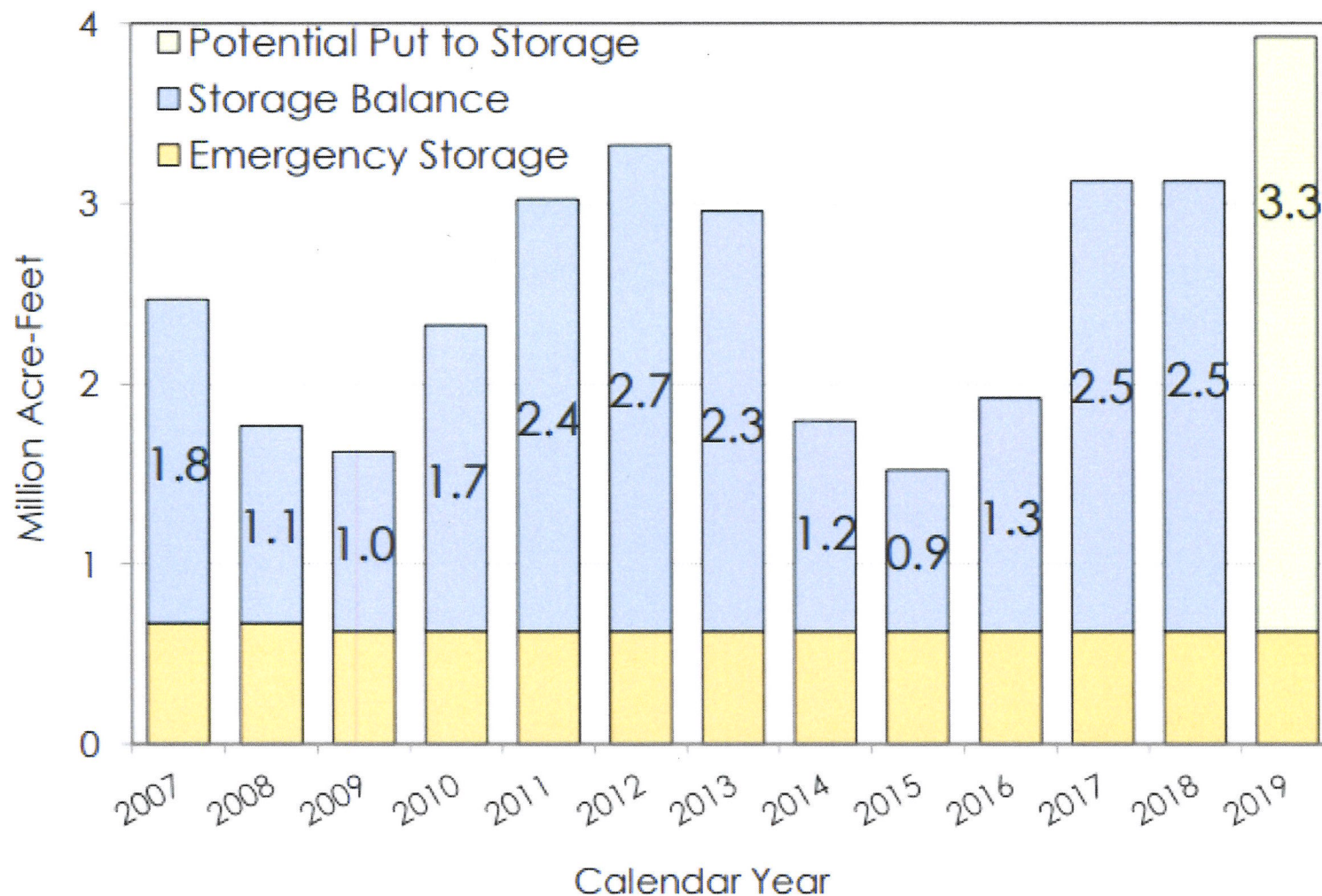
- **Rainfall:** 29.6 inches water year to date
- **Snowpack Peak:** 21.1 inches deep
- **Snowpack Measurement:** 133% of April 1 average
- **Runoff Forecast:** 124% of average
- **CRA Exporter Allocation:** 78%

**MWD Water Supply Conditions Report as of 6/6/19*

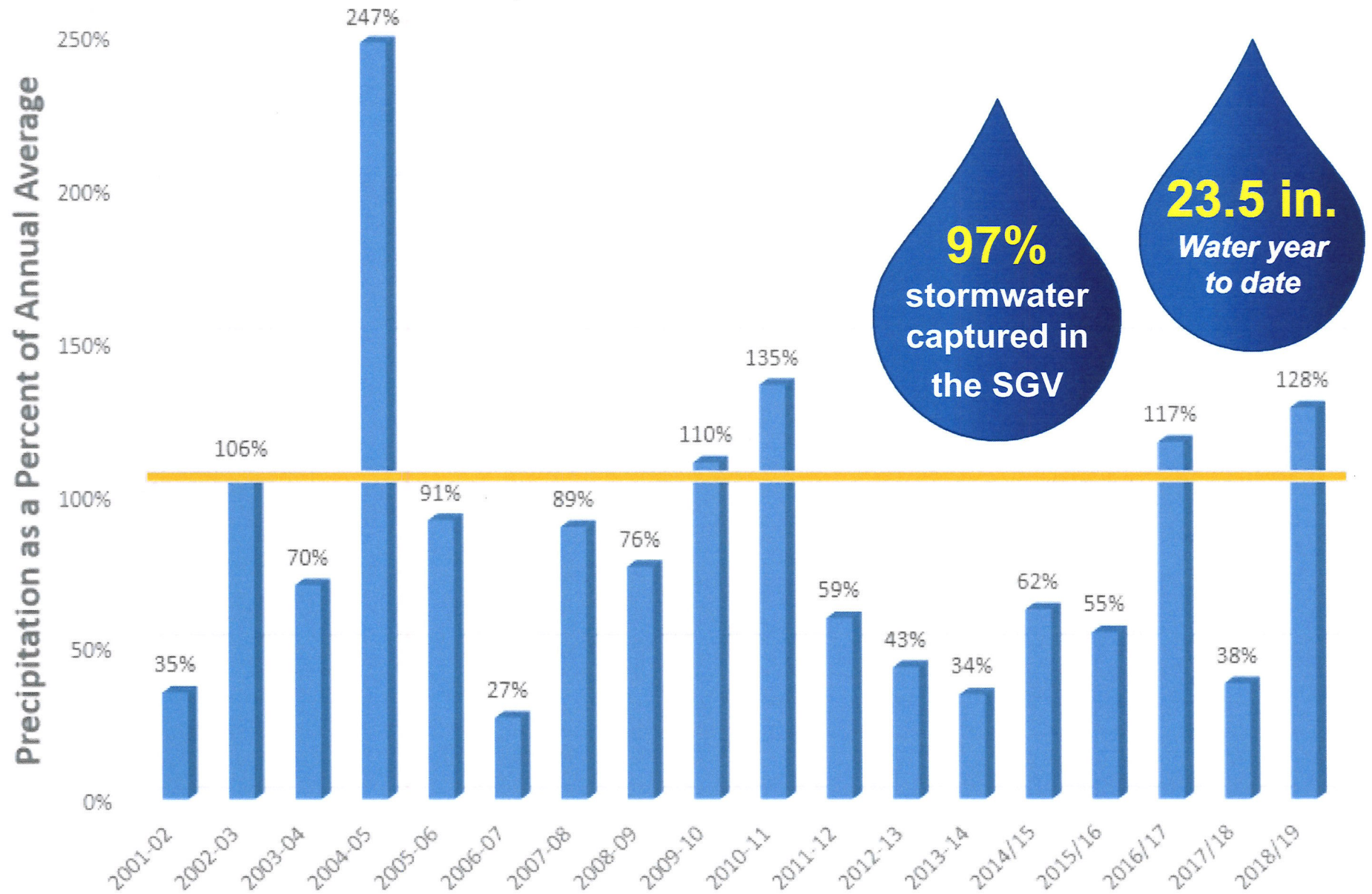


Update on MWD Storage Reserves

MWD Storage Reserve Levels



Update on Local Resources – San Gabriel Valley

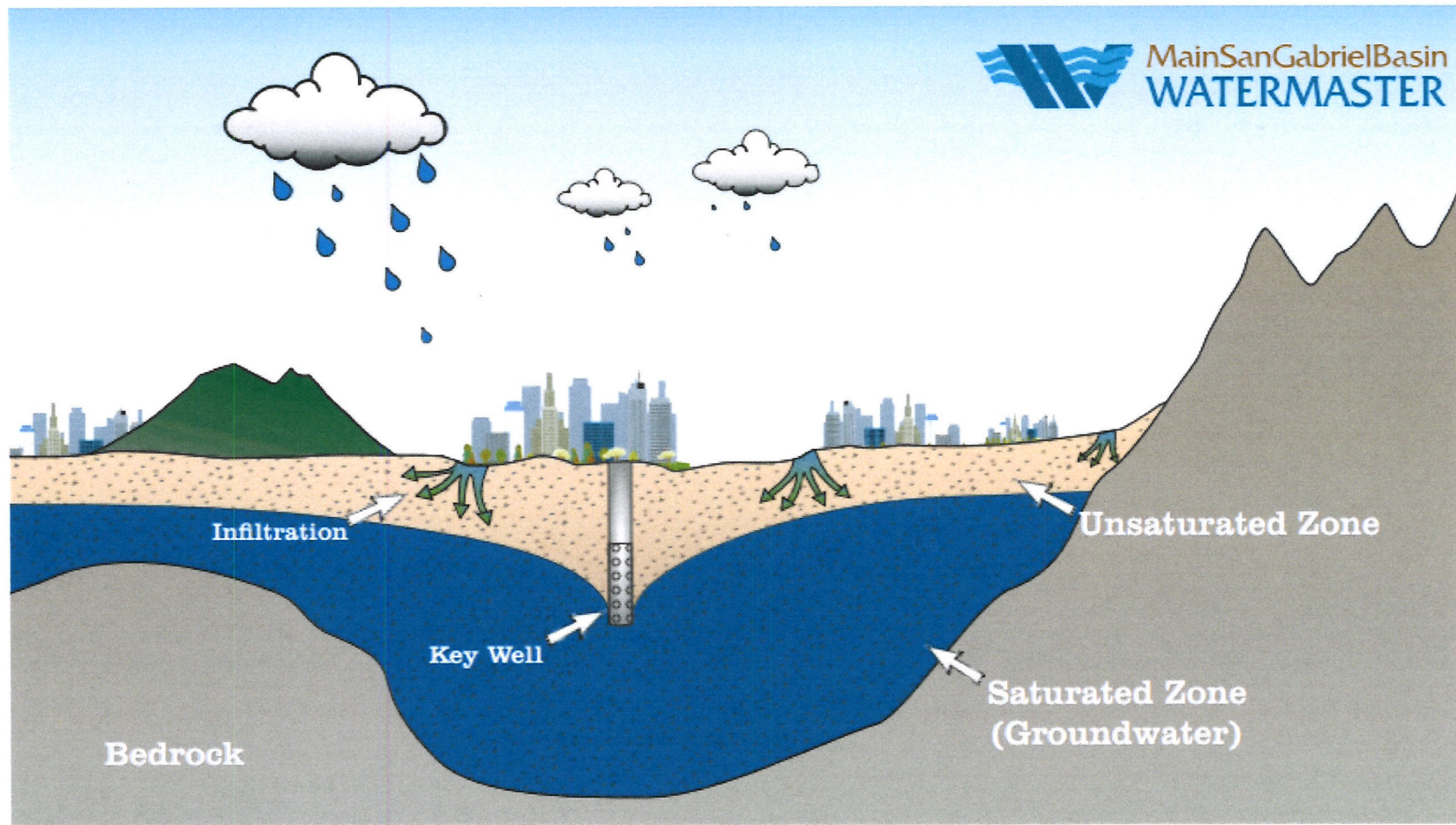


*Data from Oct 1st through May 31st

■ Precipitation — Average (Normal)

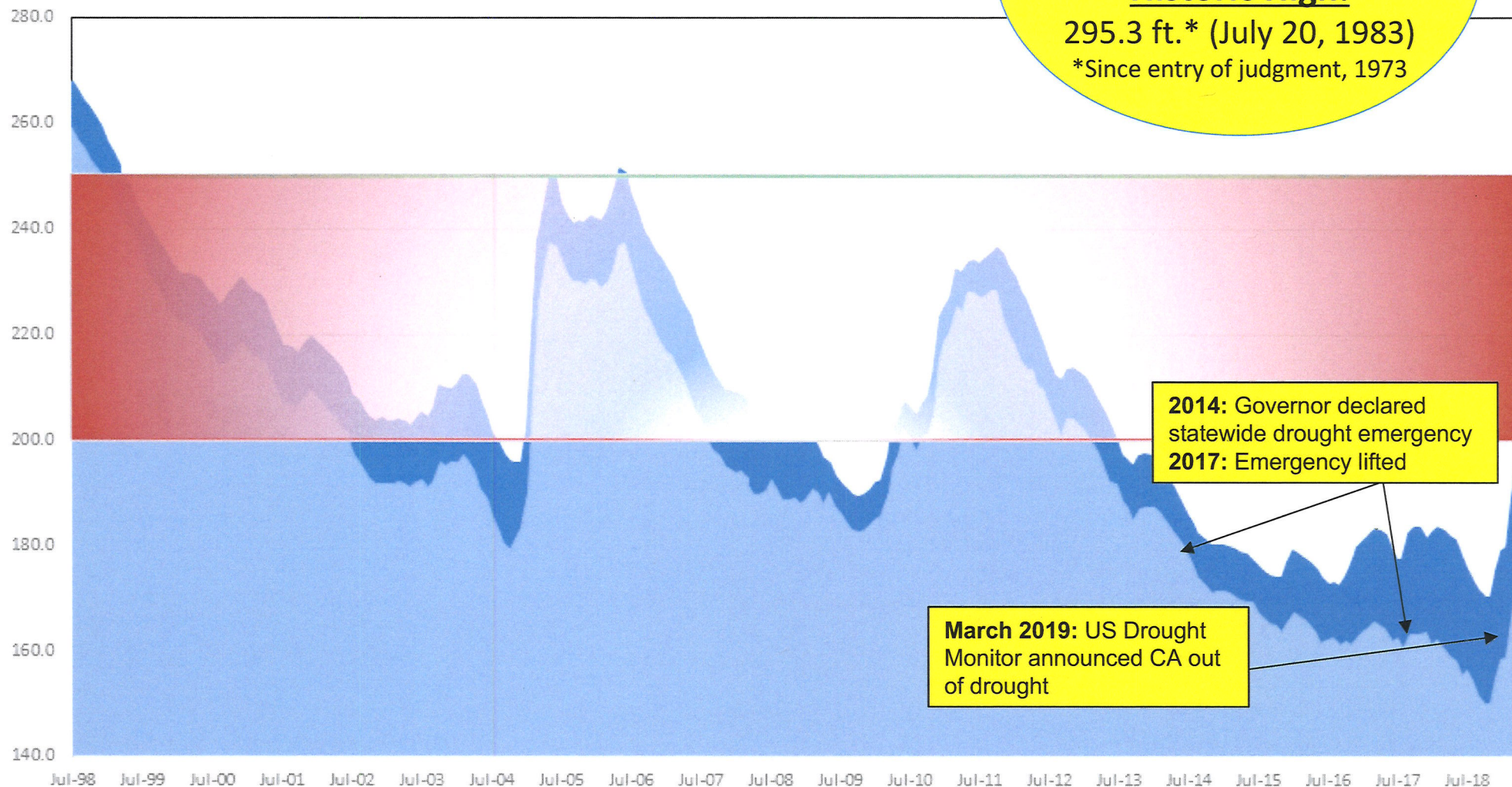
Baldwin Park Key Well

Current Elevation: 196.7 ft. (as of June 14, 2019)



Baldwin Park Key Well

Baldwin Park Key Well



OneBasinOneSGV

Water Efficiency is Vital for the Sustainability of our Groundwater Basin!

- **Conservation Programs and Educational Outreach**
 - Turf Removal, Leak Detection and Smart Gardening Classes
 - Watershed Restoration Events
 - Residential/Commercial Rebates: socalwatersmart.com - \$2/sqft
 - Residential Plant Voucher Pilot Program
 - Water Bottle Fill Station Pilot Program
 - City partnership for outreach community booths & materials
- **60th Year Anniversary**
 - WaterFest 2019
 - Special ceremonial events to recognize Upper District's trailblazers and historical achievements



Tom Love
General Manager

Director Jennifer Santana, Division 5

Upper San Gabriel Valley MWD

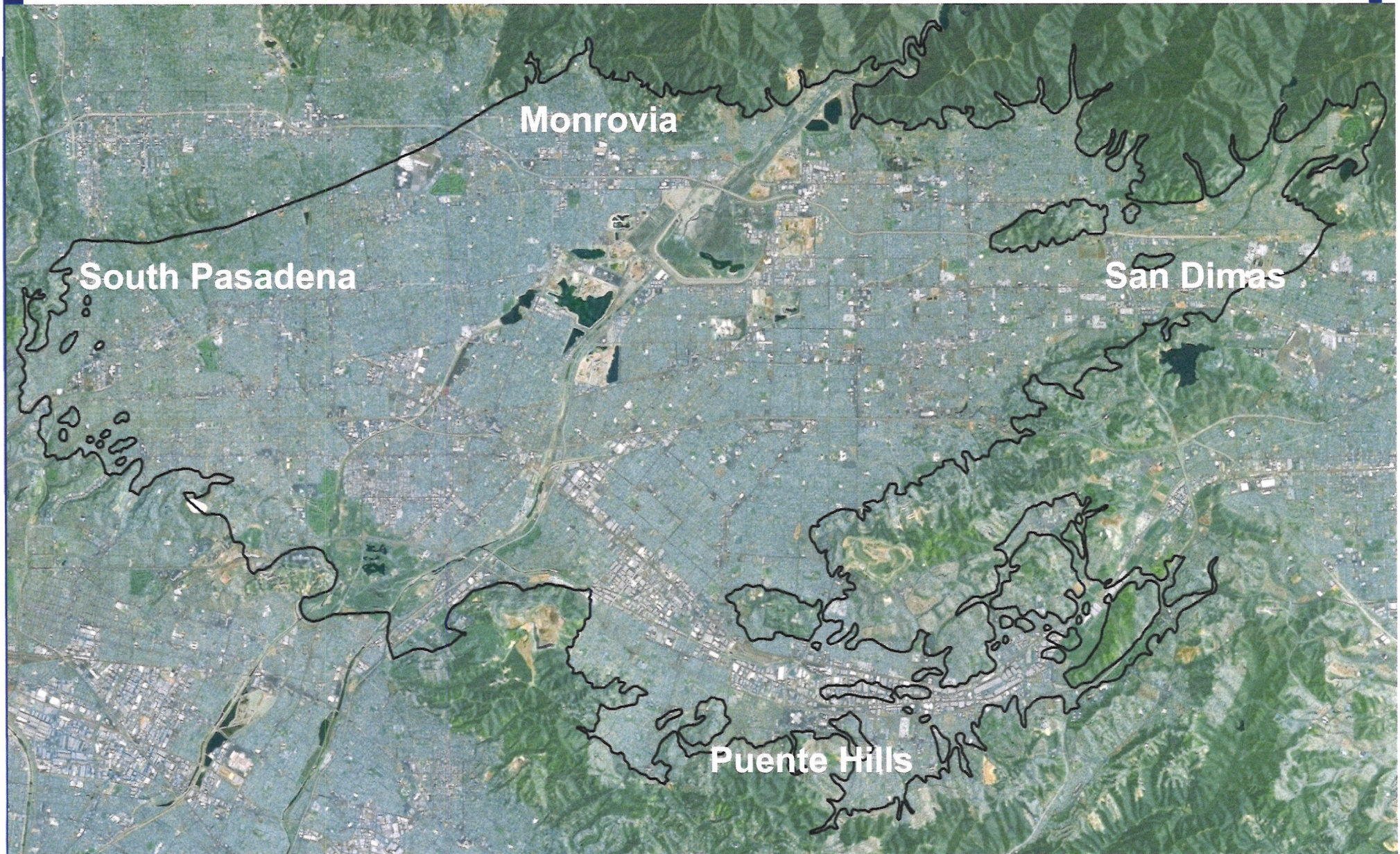
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tom@usgvmwd.org

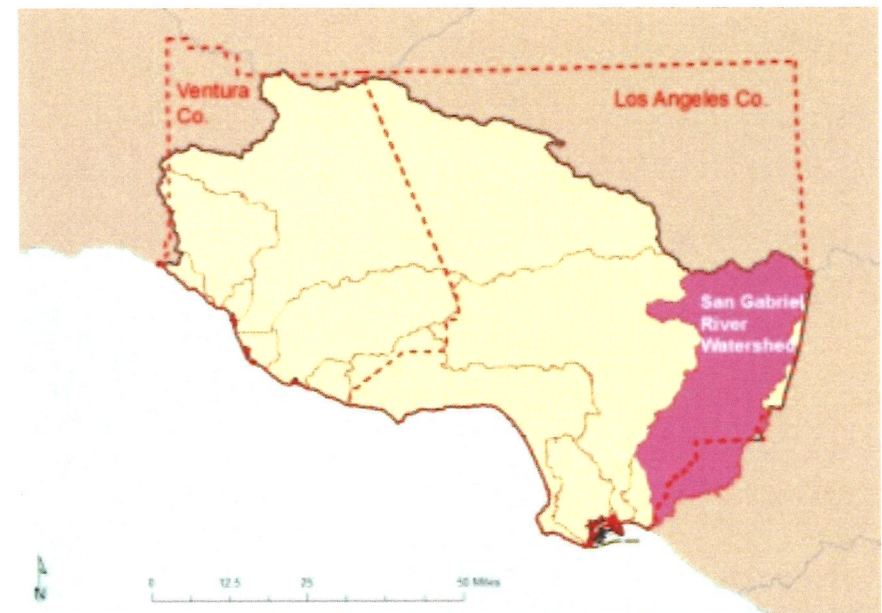
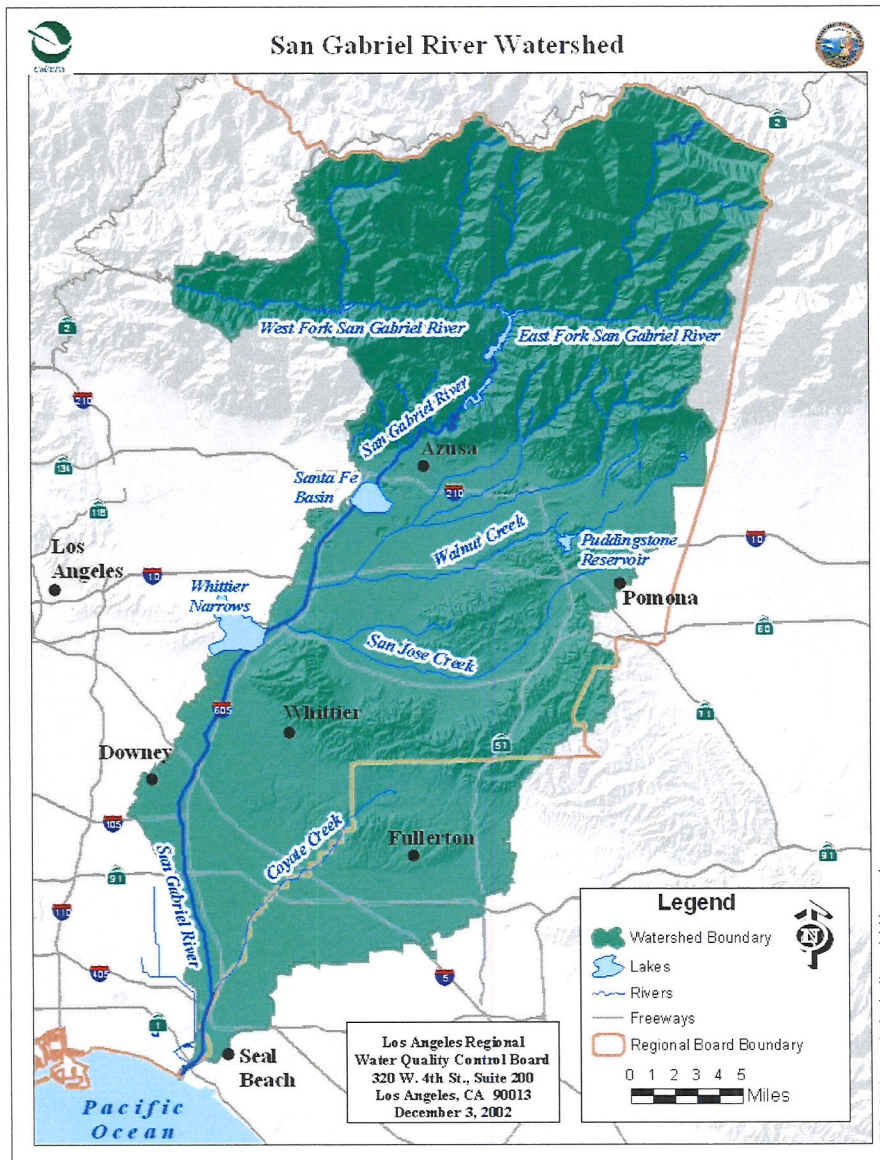
upperdistrict.org



Aerial Photo of the San Gabriel Basin

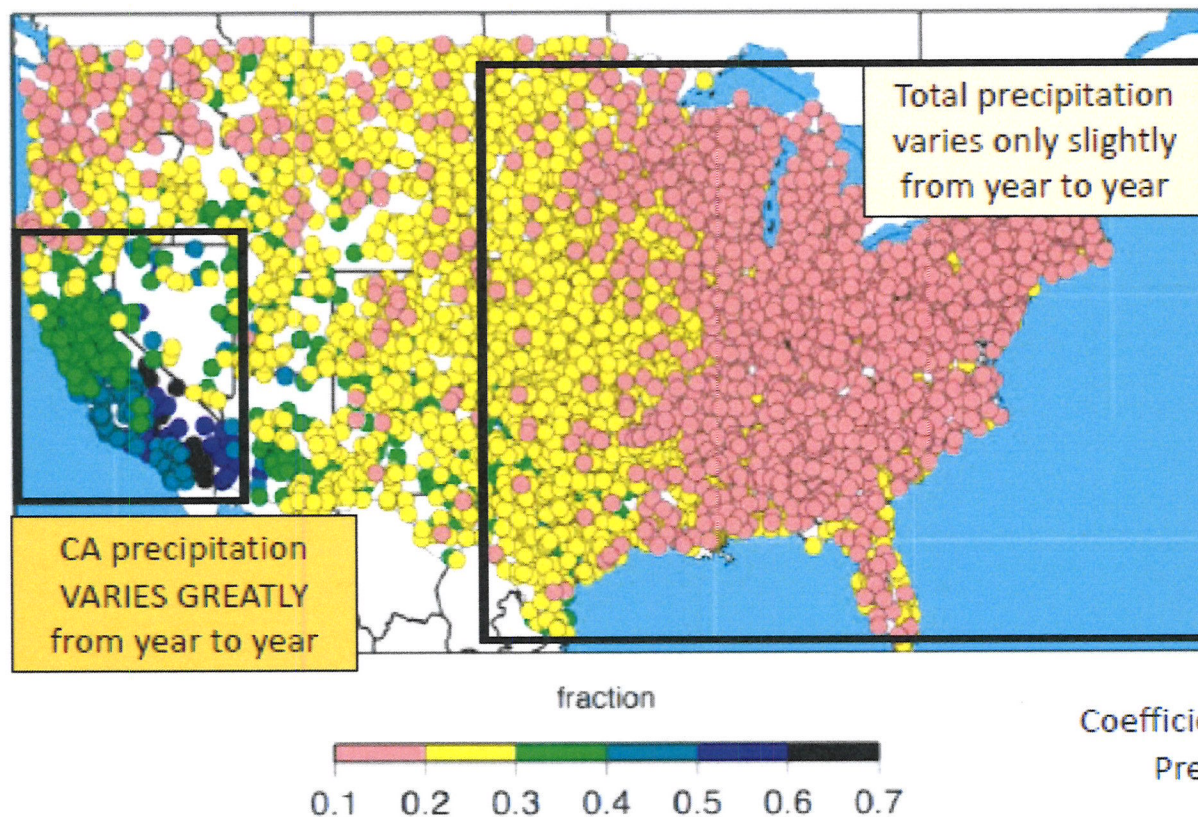


San Gabriel River Watershed

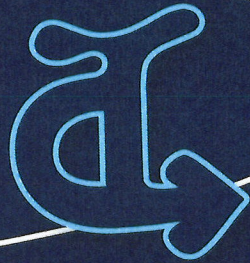


Precipitation in California vs. U.S.

CALIFORNIA HAS GREATEST VARIABILITY OF ANNUAL PRECIPITATION IN THE U.S.



FREE



*** CITY OF DUARTE ***
INDEPENDENCE DAY
CELEBRATION
& Fireworks

JULY 3, 2019
6:00 PM - 9:30 PM

*Bring your blanket or lawn chair

DUARTE SPORTS PARK
UPPER BASEBALL FIELDS
1401 CENTRAL AVE.

Food Trucks • Live Music • Entertainment
FIREWORKS AT 9:00 PM



MEMORANDUM

TO: Mayor and City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

DATE: June 18, 2019

SUBJECT: Parks and Recreation Commission Recommendation of Renaming Duarte Bike Trail/Multipurpose Trail and Fund New Trail Signage

RECOMMENDATION:

Based off the City's Facility Naming or Renaming application process and criteria, the Parks and Recreation Commission is recommending that City Council rename Duarte Bike Trail/Multipurpose Trail to the Donald and Bernice Watson Recreation Trail.

BACKGROUND

Per the approved City of Duarte Application for Facility Naming or Renaming Consideration, the Parks and Recreation Commission is responsible for reviewing all applications and recommending the naming or renaming of all City owned land, buildings, trees and facilities.

On May 13, 2019, the Commission received a request from Ms. Paula Watson-Gardner, on behalf of her parents, Donald and Bernice Watson. The completed application requests the renaming of the Duarte Bike Trail/Multipurpose Trail to the Donald and Bernice Watson Recreation Trail.

Back in April of 1968, Donald R. Watson was elected as the first African-American City Council member here in the City of Duarte, also making him the first elected African-American city council member in the San Gabriel Valley. And in 1971, Mr. Watson was the first elected black Mayor for the City of Duarte and in the San Gabriel Valley.

During his tenure on the council, Donald was well known for his ability to bring people together and fostering a spirit of cooperation amongst council members and the community at large. One example of this is his success in coordinating with the city council, staff and Pacific Electric Railway to achieve the vision of bringing Royal Oaks Park (the first park in Duarte north of Huntington Drive) and our city's iconic Bike Path into reality.

Bernice B. Watson was not only a tireless supporter of Donald's role in the city, she also co-authored the book *On the Duarte*. While working as the Public Information Officer for Duarte Unified School District, requests for information on the City of Duarte were often received. Mrs. Watson quickly recognized there was no written history on our city so decided to write a pamphlet to provide historical information. The pamphlet was very popular and the history was so rich, that she and Aloysia Moore eventually co-authored, *On*

the Duarte-a comprehensive account of the lives and events that shaped what our great city has become today.

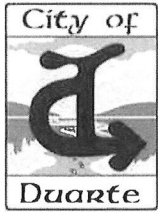
After reviewing the application, supporting documentation, and hearing from Ms. Watson-Gardner, the Commission voted unanimously to support a recommendation to City Council to rename the Bike Trail/Multipurpose Trail after Donald and Bernice Watson.

FISCAL IMPACT

If the renaming of the trail is approved, Ms. Watson-Gardner is petitioning the City for funds to cover all associated cost with the installation of new trail signage (Attachment C). Currently, the existing trail signage is at the corner of Royal Oaks Drive and Buena Vista Street. Staff has identified it would be best to remove and replace the existing signage and install new signage at the corner of Royal Oaks Drive and Vineyard Avenue, as those are the start and/or end points of the trail. The cost for two new trail signs is estimated at \$3,600.

Attachments:

- A) City of Duarte Park and Facility Naming and Renaming Policy and Application
- B) Supporting Documentation for Renaming Application
- C) Suggested New Trail Signage



City of Duarte Park and Facility Naming and Renaming Policy and Application

The City of Duarte welcomes efforts by interested parties to apply to name or rename City-owned land, buildings, trees and facilities including park benches, tables and related objects. To accomplish this, interested parties must follow this application process and will be subject to the specific rules and criteria included and will be subject to approval.

Criteria for New Facilities, Parks, Buildings:

(The following criteria shall be used in selecting an appropriate name for City-owned land, buildings and parks and determine how objects can be added to new facilities or parks.)

1. Preserving the Location's Significance

The name shall have or preserve the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole. Either connotation is equally valid.

2. Donations

Consideration may be given to naming the City-owned land or facility after an individual when the land or facility, or the money for its purchase has been donated by the individual, or when otherwise warranted by some contribution or service which is deemed to be of major and lasting significance to the acquisition of the piece of land, or planning, development, construction or renovation of the particular facility. Donation of land or resources shall not constitute an obligation by the City to name the land or facility or any portion thereof, after an individual or family.

3. Non-Historic Naming

Names honoring individuals or families, other than those of recognized historic importance, must be supported by compelling reasons.

4. Naming in Honor of Deceased

The naming of City-owned land, buildings, trees, and facilities in honor of deceased persons shall not take place until one year after their deaths, unless the City Council determines that there are overriding considerations for deviating from this policy guideline. This particular policy guideline is not intended in any way to reflect on the merits of any deceased individual who may have been a prominent civic leader. However, it is felt appropriate to establish such a waiting period to ensure that an individual's accomplishments and contributions will stand the test of time; and that decisions shall not be made on an emotional basis immediately following a person's death.

5. Cultural Diversity

The City encourages naming which reflects the City's ethnic and cultural diversity.

6. Political Naming

No City-owned land or facility shall be named after a seated elected or appointed official.

7. Previously Established City Standards for Specific Objects

The addition to and construction of donated objects to City-owned land, buildings, trees and facilities including park benches, tables and related objects must meet previously established City of Duarte standards and practices and meet all City of Duarte building codes, safety requirements and standards.

8. Preservation of Specific Objects

The preservation, maintenance and upkeep of a donated object on City-owned land, buildings and facilities including park benches, trees, tables and related objects will be the responsibility of the City. The City will provide equal preservation, maintenance and upkeep practices to donated objects as it does for any existing buildings, facilities, park benches, trees, tables and related objects.

9. Responsibility for Care and Replacement of Objects

The City will agree to accept responsibility for the maintenance and upkeep of a donated natural object such as a tree or bush and will be responsible for the repair or replacement due to age, weathering and vandalism. A replacement tree will not exceed 24" boxed and will be of the same species.

The repair and/or replacement of donated man-made objects such as a plaque or statue will be dealt with on a case-by-case basis and will be dependent on the object's historical significance and financial considerations.

The City's responsibility for the maintenance and upkeep of a donated object will last for a 25-year term. At the end of the term, the City may determine that the donated object is of historical significance and allow full non-term responsibility. If the City is desirous of no longer maintaining an object, the donor or living relatives of the donor if they are located will be contacted and will have the option to reapply through this process, subject to approval.

Criteria for Existing Facilities, Parks, Buildings:

(The following criteria shall be used in determining if City-owned land, buildings, parks or facilities can be renamed and how objects can be added to existing facilities or parks.)

1. Preserving the Location's Significance

The name shall have or preserve the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole. Either connotation is equally valid.

2. Donations

Consideration may be given to naming the City-owned land or facility after an individual when the land or facility, or the money for its purchase has been donated by the individual, or when otherwise warranted by some contribution or service which is deemed to be of major and lasting significance to the acquisition of the piece of land, or planning, development, construction or renovation of the particular facility. Donation of land or resources shall not constitute an obligation by the City to name the land or facility or any portion thereof, after an individual or family.

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5. Cultural Diversity

The City encourages naming which reflects the City's ethnic and cultural diversity.

6. Political Naming

No City-owned land or facility shall be named after a seated elected or appointed official.

7. Existing Facilities and Land

The City shall not change the name of any existing facilities or City-owned land, particularly one whose name has City or regional significance unless there are compelling reasons to do so.

8. Previous Individual Naming

Names of City-owned land, buildings, trees, and facilities including park benches, tables and related objects shall not be named in honor of individuals when they have previously been named for other individuals.

9. Previously Established City Standards for Specific Objects

The addition to and construction of donated objects to City-owned land, buildings, trees and facilities including park benches, tables and related objects must meet previously established City of Duarte standards and practices and meet all City of Duarte building codes, safety requirements and standards.

10. Preservation of Specific Objects

The preservation, maintenance and upkeep of a donated object on City-owned land, buildings and facilities including park benches, trees, tables and related objects will be the responsibility of the City. The City will provide equal preservation, maintenance and upkeep practices to donated objects as it does for any existing buildings, facilities, park benches, trees, tables and related objects.

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The City will agree to accept responsibility for the maintenance and upkeep of a donated natural object such as a tree or bush and will be responsible for the repair or replacement due to age, weathering and vandalism. A replacement tree will not exceed 24" boxed and will be of the same species.

The repair and/or replacement of donated man-made objects such as a plaque or statue will be dealt with on a case-by-case basis and will be dependent on the object's historical significance and financial considerations.

The City's responsibility for the maintenance and upkeep of a donated object will last for a 25-year term. At the end of the term, the City may determine that the donated object is

of historical significance and allow full non-term responsibility. If the City is desirous of no longer maintaining an object, the donor or living relatives of the donor if they are located will be contacted and will have the option to reapply through this process, subject to approval.

Catastrophic Event

The City Council will retain the sole discretion in determining whether to rebuild or reinstall a building or facility or to retain the name if that building or facility has suffered catastrophic damage due to a natural or accidental destructive event.

Sponsorship Naming Rights

The City Council retains the sole authority to name or temporarily name for sponsorship purposes, City-owned land, buildings and facilities. Naming of facilities may be done in a manner which:

1. Incorporates the name of CITY OF DUARTE as appropriate.
2. Recognizes the geographic, topographic or historical significance associated with the City, provides resources to improve or maintain a public land, building or facility that will result in a significant public benefit.

A request for naming, renaming or temporarily naming for the purposes of sponsorship, City-owned land, buildings and facilities will be referred to the Parks and Recreation Commission for review and recommendation, prior to review and approval by the City Council.

Any City Council action shall be taken consistent with the Brown Act and other applicable laws.

Application Procedures

1. All requests concerning a suggested name to be given to City-owned land or facilities shall be made in writing on the approved application form included in this packet, and submitted to the City Clerk, who will forward it to the appropriate commission. The information on the application form must detail how the proposed name is consistent with the established criteria.
2. All submittals, whether from an individual, organization or City staff, must include the name and address of the submitter. No anonymous submittals will be accepted.
3. The City Council shall have the authority to initiate the naming process by referral of a public or staff request to the appropriate commission following the same established criteria and procedures.
4. The City Council can initiate the naming of lands or a facility at their own behest without a public request whenever deemed necessary or in the best interest of the City of Duarte following the same established criteria and procedures. Any City Council action shall be taken consistent with the Brown Act and other applicable laws.
5. Upon receiving a submittal, the commission will conduct a public hearing, confirm that the suggested name(s) meets the criteria and shall by majority vote render a decision and forward its recommendation to the City Council.
6. Upon approval of the recommendation by the City Council, staff shall prepare a resolution for consideration and approval by the City Council.

Neither the submittal of an application nor any recommendation by a city commission to the City Council constitutes a representation, warranty, or guaranty by the City that any application shall be approved by the City Council or if approved shall not include conditions that must be satisfied for the approval to be effective.



City of Duarte Application for Facility Naming or Renaming Consideration

Please complete this form to the best of your ability. The associated appropriate city commission may ask you to make a presentation as part of the consideration process.

1. Submitting Organization's or Individual's Name:

PAULA WATSON - GARDNER

2. Contact Name:

NAME

Phone Number:

626 367 6444

Street Address:

1020 JUNIPERO DR

Email Address:

3. Proposed name or renaming of land, building, tree, or facility or list object to be added such as park benches, trees, tables and related objects:

DONALD AND BERNICE WATSON BIKE PATH

4. If a person, are they deceased?

BERNICE

Yes ☒

(How many years? 6.5)

No ☒

5. Facility Address: (If a tree, bench, table or related object, please provide a map, drawing or photograph to identify the location.)

6. There may be a cost involved in naming a facility. Items including plaques will need to meet previously established City standards and will be subject to approval. Do you have the funds for such a purpose or would you be petitioning to cover the costs? Please explain:

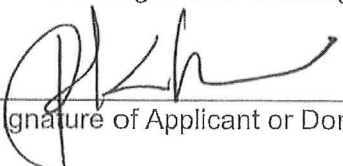
I WOULD PETITION THE CITY FOR FUNDING

7. Reading the criteria listed; please list how the proposed name meets the criteria:

DONALD WATSON IS THE FIRST ELECTED AFRICAN AMERICAN CITY COUNCIL PERSON AND MAYOR. HE POSITIVELY IMPACTED THE CITY. BERNICE WATSON WAS THE AUTHOR OF ON THE DUARTE - AN ACTIVIST.

8. If naming after a person, for historical reference, please include with this application documentation (news clippings, photographs, etc.) that illustrate the contributions this individual(s) has made to the City of Duarte. Please also include any petitions and/or letters of support from community members.

By signing below, the applicant agrees to abide by the City of Duarte Park and Facility Naming and Re-Naming Policies:


Signature of Applicant or Donor

4.22.19

Date

Please attach additional information if more space is needed for any of the above questions.

Neither the submittal of an application nor any recommendation by a city commission to the City Council constitutes a representation, warranty, or guaranty by the City that any application shall be approved by the City Council or if approved shall not include conditions that must be satisfied for the approval to be effective.

Supporting documentation for the renaming of the Bike Path to
Donald and Bernice Watson Bike Path

In April of 1968, Donald R. Watson was elected as the first African American City Council person in the City of Duarte, also making him the first elected city council person in the San Gabriel Valley. In 1971, he was elected Mayor of the City of Duarte, making him the first black Mayor in the city and in the San Gabriel Valley.

During his tenure on the City Council, he was well known as for his ability to bring people together. One of many ways he did so was by fostering a spirit of cooperation amongst council members and the community at large. One example of this is his success in coordinating with the city council, staff and Pacific Electric Railway to achieve the vision of bringing Royal Oaks Park (the first park in Duarte north of Huntington) and our city's iconic Bike Path into reality.

Bernice B. Watson was not only a tireless supporter of my fathers' role in the city, she also co-authored the book *On the Duarte*. While working as the Public Information Officer at Duarte Unified School District, there were often requests for information on the City of Duarte and she quickly learned there was no written history on our City. She decided to write a pamphlet to provide information. The pamphlet was very popular and the history was so rich, she had the idea to write a book. Aloysha Moore, her Co-Author, asked if she could help. Understanding she would need a partner to conduct all the interviews, some which required driving long distances to former residents during a gasoline crisis, she accepted the help and *On the Duarte* was born.

Bernice Watson also served as a advocate for fair treatment of all residents, especially the city's young people. During the 70's, there were protests at the High School which were being negatively reported as riots in the local Newspapers. She was very upsetting to her so she called the local papers to request they stop referring to the High School student demonstrations as riots, which they did for the most part. She always wanted our city represented in the best possible light and went the distance to see that it was.

Attached please find an excerpt of an interview I did with my father Donald R Watson and the tribute my siblings and I wrote when my mother Bernice B. Watson passed away in 2012. Though she is no longer with us, I know my father would be pleased and humbled to know their contributions and achievements would be commutated in this way.

PK: So tell me this daddy, how did the bike path come to be?

Donald Watson: Let me run that down for you. The city manager at the time was Bob Mitchell and when I arrived on the council, the city was already purchasing sections of the right of way, the PE right of way for future use. We didn't know what was going to be done with it, but Bob Mitchell kept urging use every year and we would appropriate money to buy another section of that right of way. There was some sort of a federal law where the railroad had to give us the right to buy it once they abandoned it. They couldn't sell it commercially, they had to sell it to a governmental entity.

PK: Okay.

Donald Watson: So that was underway before I got on the council, the purchasing of the Pacific Electric right of way was already begun. Generally, it was like a quarter of a mile a year, a third of a mile a year, something like that. Whatever the city could afford.

To get that done required the cooperation of all the rest of the council members, staff, state and Pacific Electric. They were the railway that owned what became the Bike Path. At the time it was constructed, there were, we didn't know what we were going to do with that land. We just knew that it was available to us at a price that was so good we would have been fools not to buy it.

The bike path came about simply because a law was passed in Washington D.C. encouraging people to get out and exercise and ride bicycles. One of the eligible programs was to provide for bike paths. Bicycles were very big, provide for a bike path. When that path was built, pedestrians were not allowed to use it. The laws, the grant that we used to buy it to build that path, precluded the use of anything but bicycles. It was later amended to allow that when the bicycle craze died out.

Bernice B. Watson Tribute

The family of Bernice B. Watson and indeed the community are saddened by her passing on October 15, 2012. In her honor, her children have written the following tribute.

"Historians ought to be precise, faithful and unprejudiced and neither interest nor fear, hatred nor affection should make them swerve from the way of truth." Cervantes Don Quixote

In the days following our mother's passing, one thing became abundantly clear: friends and loved ones were disappointed that no service would be held to commemorate her life and contributions. It was our mother's wish to leave quietly, without fuss or fanfare. This is in keeping with how she lived- she gave of herself out of her love for our community- not for glory, recognition or acknowledgment. As her children, we would like to commemorate her life by sharing a bit of it from our perspective.

Bernice Bozeman Watson was born on April 27, 1936 in Terry, Mississippi. The youngest of 9 children, she was raised on a farm where she learned the value of hard work early on. The day after graduating from Holy Ghost High School in Jackson, Mississippi Bernice left for Chicago. A year later (read as after her first winter in Chicago), she moved west to Los Angeles and enrolled in college. Shortly thereafter, she met and married our father, Donald R. Watson. The couple moved to Duarte in 1961 with the first 2 of their 3 children, Mark and Paula. Susan was born a few years later and in 1966, our family integrated the Fish Canyon area of Duarte when they purchased the family home on Royal Oaks Drive.

A dedicated mother, she always held us to the highest standards. It wasn't unusual for us to turn around and randomly see (or be told by an alarmed friend) that our mother was on campus or at one of our social events. While unnerving (annoying?) at the time, later when we came to learn about racial tensions it was nice to know she was stopping by to make sure everything was ok. She possessed an activist spirit with an open hand and had no problem speaking up in the face of injustice or coming to the aid of someone in need.

Her infectious personality and unforgettable laugh attracted people of all ages. Much to our surprise, as teenagers many of our friends would stop by not to see us, but for our mothers advice or even a meal. She was regularly invited to luncheons, meetings and city events. As a gracious hostess, she often opening our home to various community and political meetings and was known to throw fun, creative parties to which everyone hoped to get an invitation.

How On the Duarte Came To Be:

While serving as the Public Information Officer for Duarte Unified School District, teachers, administrators and political officials approached her about creating an informational pamphlet about the city. At that point there was no known written history on the City of Duarte so she went about gathering information from approximately 10

local trusted leadership sources. The resulting pamphlet would not only serve as an informational document for city leaders and officials but also as an instructional aid for teachers. Who knew from this modest pamphlet the book *On the Duarte* would be born?

As the pamphlet's popularity grew the need for a book on the history of Duarte became clear. This arduous task would require traveling to interview many people who had once lived on the Duarte.

Our father Donald Watson continued on the City Council and was elected as the first African-American Mayor in the San Gabriel Valley. As wife to the Mayor, mother of three busy children and with a career to juggle, it was clear a partner was going to be crucial to ensure the books progress kept momentum. Aloysia Moore, who lived across the street from the District Office where our mother worked, asked if she could be of help and gladly partnered with our mother to co-author *On the Duarte*.

These two forward-thinking female pioneers forged on to compile a factual manuscript filled with actual accounts from residents, historians and legal documents on microfiche. Bearing in mind this book was researched and written long before the days of personal computers, the Internet and the ability to self-publish, getting the book finished was no small feat in the 1970s. The work was labor-intensive and seemingly endless, one historical fact leading to research on a host of others born out of the original one.

Our mother believed that Duarte's rich history should be recorded not only for Duarteans past, present and future but for anyone with a yearning for history. *On the Duarte* is a true representation of our mother's selflessness and love of community-even it's proceeds were donated to help to fund the Duarte Museum. For all these reasons, *On the Duarte* was of great importance to our mother and remains so.

Our mother's creative talents didn't start and end with *On the Duarte*. In addition to writing "In Focus..." a column in the Duartean, she was also a talented speaker and artist.

Bernice B. Watson was a fantastic mother who never missed an opportunity to show by example what a sense of community, generosity, activism and love can do. We hope our trailblazer is always remembered for her contributions.

Our mother passed peacefully from this life on October 15, 2012 and it is our hope that our trailblazer will always be remembered for her contributions.

May 1, 2019

Honorable Mayor and City Council
Parks and Recreation Commission
City of Duarte
1600 Huntington Dr.
Duarte, CA 91010

Dear Mayor and City Council,

It is my hope that you will support the naming of the Duarte Bike Path in honor of Donald and Bernice Watson. The honorable works of these two exemplary past Duarte citizens are embedded in the history of our city for their long and valuable service to the community.

Donald Watson who served as Duarte's Mayor (1971), was the first African American Mayor in the San Gabriel Valley. Bernice Bozeman Watson served as the public information officer for the Duarte Unified School District. While serving in that capacity she created an informational pamphlet about the city which proved to be a document widely used by city leaders and officials, in addition to teachers as an instructional aide.

Building upon her extensive research and documentation of Duarte history, Bernice co-authored with fellow resident, Aloysia Moore, the book, *On the Duarte*. It was published in 1976 by the City of Duarte in commemoration of the Bicentennial of the United States of America. *On the Duarte* is a chronicle of the history of Duarte from its Native American beginnings to the modern era of major transitional change for the City of Duarte in the 1970's. It relates the arrival the Spaniards in the 1760's, the period of Mexico's ownership of the land upon its separation from Spain in 1822, the story of Duarte's namesake, Andres Duarte, the Gold Rush era, the period of Anglo-American settlement which began in the 1860's, and the building of community -- ranches, citrus groves, schools, cityhood.

The City has deemed to honor others for their significant contributions to the city.

*Beardslee Park is named for Dr. Nehemiah Beardslee, the first Anglo-American settler on the Duarte.

*Aloysia Moore Park is named for former community volunteer, activist and council member, Aloysia Moore.

*Otis Gordon Park is named for former community volunteer, activist and former mayor, Otis Gordon.

*Glenn Miller Park is named for famed bandleader and one time Duarte ranch owner, Glenn Miller.

*Lena Valenzuela honors the legacy of lifelong resident and dedicated community volunteer, Catalina "Lena" Valenzuela.

It is important for us to remember our history and the names of those whose exceptional efforts helped build the community and city that we enjoy today. Donald and Bernice Watson lived their lives and raised their three children in their Duarte home on Royal Oaks Drive. When they moved to Duarte in the early 1960's, it was a time of red-lining and wide-spread housing discrimination throughout southern California. The Watsons became the first African American family to buy a home north of Huntington Dr. They not only made their home here, they went on to contribute immensely to the fabric of the community through their work on behalf of the City, the School District, and through their myriad volunteer, political and cultural efforts. The names of Donald and Bernice Watson are well deserving of honor and recognition, in posterity, by the community and City that they served so well.

Sincerely,

Mary Barrow Somerlott
2998 Hacienda Dr.
Duarte, CA 91010

May 10, 2019

To my hometown of Duarte,

I am writing this letter in support of naming the Duarte Trail in honor of the Don and Bernice Watson Family. It is a fitting tribute to name this trail, which goes from one end of Duarte to the other end north of Huntington Drive, after a family that blazed trails in Duarte in many ways.

Fifty years ago, when housing integration was more controversial than it is today, the Watsons were the only African-American family living north of Huntington Drive. For many kids who grew up north of Huntington Drive, the Watsons were the first African-Americans we had ever met – paving the way for other African-American families to eventually move north of Huntington Drive and create the diverse Duarte that we celebrate today. This brave move by the entire family, in leading the integration of the north side of Duarte, came at personal costs we may never fully understand – and is something I will be grateful for my entire life.

Of course, that was only one of many contributions that the Watsons made to our city. I hardly need to remind the Council of Don's service as a councilman and mayor of Duarte, or of Bernice's contributions to the recording of Duarte's history with her book *On the Duarte*.

I speak on behalf of my brother, Bernard Ohanian (like me, a product of Duarte schools and a proud Falcon forever), and my late parents – my father, Abe Ohanian, who lived in his beloved Duarte for more than 40 years, and my mother, Bernadine Ohanian, the former principal of Valley View School – in wholeheartedly and enthusiastically recommending the naming of the trail the Don and Bernice Watson Family Trail.

Thank you,

Patricia A. Ohanian



Donald and Bernice Watson
Recreation Trail



MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JUNE 11, 2019

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 5:21 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Finlay, Kang, Lewis, Reilly, Urias, Paras-Caracci ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Cosgrove
ADOPTION OF AGENDA	Urias moved, Reilly seconded to adopt the Agenda, and carried unanimously.
WORKSHOP – Climatec and Big Belly	A workshop was held to present information about the Climatec infrastructure modernization program, and the Big Belly recycling/refuse system. The Workshop concluded at 7:12 p.m. City Council reconvened at 7:20 p.m., with all members present.
PLEDGE TO THE FLAG	The L. A. County Fire Department Honor Guard presented the colors, followed by the singing of the National Anthem.
MOMENT OF REFLECTION	Paras-Caracci provided a moment of reflection.
FITNESS/MENTAL WARM-UP	Finlay provided the fitness and mental warm-up.
SPECIAL ITEMS	Mayor Paras-Caracci introduced newly-appointed District 7 Councilmember Toney Lewis, welcomed him to the City, and stated Mr. Lewis took the Oath of Office at the June 4, 2019, City Council meeting.
Introduction – Toney Lewis City Councilmember District 7	Lewis introduced and thanked his family members and friends in the audience, and stated he looks forward to serving. City Councilmembers congratulated and welcomed him to the City.
RECESS	Mayor Paras-Caracci called at Recess at 7:34 p.m. City Council reconvened at 7:54 p.m., with all members present.
Recognition–Aranzasu Caballero Daniel Yrigoyen – Volunteers of the Year	Hector Elizalde from Congressman Napolitano’s office described the volunteer recognition program, introduced Aranzasu Caballero and Daniel Yrigoyen, and provided information about their service. Mayor Paras-Caracci presented congratulatory certificates to them in recognition of their being selected by Congressman Napolitano as the 2019 Volunteers of the Year “Unsung Heroes.”

Presentation–National Recreation Area

Hector Elizalde introduced Enrique Robles from Congressmember Judy Chu’s office, who presented an overview of the San Gabriel Mountains Foothills and Rivers Protection Act, including HR 2215, proposed boundaries and designations, National Monument expansion, National Recreation Area, proposed wilderness areas, and wild and scenic rivers. Belinda Faustinos, Nature for All, answered questions from Councilmembers pertaining to the wild and scenic river designation, recent legislation, local support, boundaries, and the possibility of the entire City of Duarte being included.

After discussion, City Council asked that the City support the legislation pertaining to the National Recreation Area, and that a request be made for the City of Duarte to be included within the boundaries.

ANNOUNCEMENTS

Sheryl Lefmann, Duarte Chamber, provided an update on the installation of the Board of Directors, and announced upcoming events in June.

Joanna Gee, Duarte Library, announced upcoming programs and events in June and July.

Karen Herrera announced upcoming community events, activities, workshops, and meetings in June and July.

CONSENT CALENDAR

Fasana moved, Kang seconded to approve the Consent Calendar as follows, and carried unanimously.

Approve Items A, B, C, D, E, H.

Remove Items F, G.

ITEMS REMOVED – Item F
Transportation Supervisor

George presented a staff report about the item, and Petersen answered questions from Councilmembers.

ITEM F – APPROVED

Reilly moved, Urias seconded to approve the job description for the Transportation Supervisor and the division name change to Transportation Division, and carried unanimously.

Item G – Cerrell Associates
Agreement – Revenue Measure

George presented a staff report about the item, and introduced Hal Dash and Brandon Stephenson from Cerrell Associates, who answered questions from Councilmembers about election dates, timeline, and education progress.

Lino Paras stated he thinks it is too early to make this decision, and Council should ask questions of three possible companies.

There was additional discussion about the March 2020 election, declaring a fiscal emergency, City Council sub-committee, need for a decision before moving forward, possibility of declaring a fiscal emergency at the next meeting, importance of informing people right away, and addressing where the Council is at this time with regarding to declaring a fiscal emergency and a ballot measure.

ITEM G – CONTINUED

PUBLIC HEARING
Council Bill 19-R-11 – TEFRA
Westminster Gardens
CMFA revenue bonds

Urias moved, Fasana seconded to continue the Agenda item pertaining to the agreement with Cerrell Associates, with direction given to staff to prepare a resolution declaring a fiscal emergency with the intent of a revenue measure on the March 2020 ballot, and carried unanimously.

City Attorney Cosgrove announced this was the time and place set for a Public Hearing to consider this item, presented the staff report, and read by title Council Bill 19-R-11:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS SERIES 2019(HUMANGOOD)IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$180,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF WESTMINSTER GARDENS AND CERTAIN OTHER MATTERS RELATING THERETO LOCATED AT 1420 SANTO DOMINGO AVENUE

Notice of the hearing was given, the affidavit is on file, and no written communications were received concerning the item.

Mayor Paras-Caracci asked if there was anyone in the audience who wished to speak on the matter.

Lino Paras stated this is nothing new or unusual.

Anne Wilkins stated she is a resident of Westminster Gardens, and asked that Council please vote yes.

Steve Hernandez stated he thinks this is a great idea to support Westminster Gardens.

Sheryl Lefmann stated Westminster Gardens is a fantastic community partner, and asked that City Council support this item.

Ben Barker, CMFA, provided additional information about the revenue bonds process.

Mayor Paras-Caracci closed the Public Hearing.

RESOLUTION NO. 19-11

Finlay moved, Urias seconded to adopt Resolution No. 19-11, and carried unanimously.

RESOLUTION
Council Bill 19-R-08
Complete Streets Policy

Mayor Paras-Caracci read by title Council Bill 19-R-08:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING A COMPLETE STREETS POLICY

Yesenia Paez, Community Development Technician, presented the staff report describing complete streets, the purpose of the policy, design, Duarte's Complete Streets Policy, performance measures, implementation, and Duarte Bicycle Master Plan.

RESOLUTION NO. 19-08

After discussion, Finlay moved, Kang seconded to adopt Resolution No. 19-08, and carried unanimously.

BUSINESS ITEMS

Appointments – Ad Hoc Citizens Advisory Committee (Continued from 5/28/19)

Karen Herrera presented a staff report about the item appointing members to the Ad Hoc Citizens Advisory Committee.

Urias suggested a representative from the City of Hope also be appointed, stated he spoke with the City of Hope, and they will provide the name of the individual who will serve on the Committee. City Council concurred.

Fasana moved, Urias seconded to appoint George Farra, Pattie Dalessandro, Wallace Wolff, Thomas Tsui, Tina Heany, Sheryl Lefmann, Andrew Raubitschek, Steve Hernandez, Robert Cruz, Lupe Valerio, Lydia Carswell, Scott Moses, Paula Watson-Gardner, Vinh Truong, Carlyn Lee, and a representative from the City of Hope to serve on the Ad Hoc Citizens Advisory Committee, and carried unanimously.

Intergovernmental Organizations Appointments formerly held by District 7 Councilmember

Urias moved, Reilly seconded to appoint Lewis to the positions formerly held by Jocelyn Nunez on the intergovernmental organizations list (Community Education Council alternate, Duarte Community Coordinating Council alternate, Foothill Transit alternate, and San Gabriel Valley Economic Partnership alternate), and carried unanimously.

Consideration/Approval of FY 2019-20 Budget

Kristen Petersen presented a staff report about the proposed FY 2019-20 budget, highlighted the items added during the Budget Workshop, and answered questions from Councilmembers pertaining to crossing guards, recruitment, staffing, and Teen Center furniture. Paras-Caracci suggested using Burke Williams & Sorensen to help oversee the City Manager recruitment process.

Urias moved, Paras-Caracci seconded to add \$5,000 to the budget for Teen Center furniture, and carried unanimously.

Fasana moved, Urias seconded to adopt the FY 2019-20 City of Duarte/Housing Authority budget as amended, and carried unanimously.

ORAL COMMUNICATIONS
(Continued)

The following spoke on items not on the Agenda.

Lino Paras – Congratulated Mr. Lewis.

Steve Hernandez – Thanked Council for choosing Mr. Lewis.

REPORTS/COMMUNICATIONS
FROM COUNCIL/MANAGER/
ATTORNEY

GEORGE: Provided an update on the administering of homelessness funds, and stated the Sheriff's contract will be on the next Agenda for Council consideration.

FINLAY: Thanked staff for the stop sign at Deerlane and Greenbank, and inquired about timeline. Hensley responded.

URIAS: Stated Lena Valenzuela Park has no lights at night, some lights are out at Aloysia Moore Park, and the empty lot on the northeast corner of Buena Vista and Duarte Road is overgrown.

KANG: Stated there are more homeless sleeping on the streets, and inquired about our water infrastructure. George stated he will follow-up with CalAm.

REILLY: Inquired about information on Foothill Transit's website regarding transfers. Petersen stated she will get clarification.

PARAS-CARACCI: Stated Foothill Unity Center and Curo received special recognition and asked that they be invited to a Council meeting, provided information to the City Manager about illegal dumping on the empty lot at Duarte Road and Mountain, suggested a Nixle alert or update be sent to residents when traffic will be impacted due to work on the streets, suggested a message also be sent regarding coyotes.

FASANA: Related his experience with a bear at his home, and stated we need to communicate with the community about bears.

MEETINGS ATTENDED

In addition to the meetings reported on the Agenda, the following attendance reports were provided:

Fasana – Public participation meeting regarding CalAm Water's interest in purchasing the Bellflower water system, tour of the homeless situation in the riverbed with Tony Hadloc.

Finlay – Toured homeless area with Tony Hadloc.

ADJOURNMENT

The meeting was adjourned at 10:48 p.m. in memory of John Crawley and the victims of the Virginia Beach municipal tragedy.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7647	LIZ REILLY	Conference/Meeting Expense Reimbursement	212772		239.14
100-1010-7003	GOVERNMENT STAFFING SERVICES	Part Time Receptionist 4/29/19 - 5/9/19	212752		2,888.00
100-1010-7003	GOVERNMENT STAFFING SERVICES	Part Time Receptionist 5/27/19 - 6/6/19	212752		2,432.00
100-1010-7610	KAREN HERRERA	Conference/Meeting Expense Reimbursement	212755		1,380.05
100-1010-7610	U.S. BANK	Darrell George Breakfast w/School Superintendent	200		50.27
100-1010-7610	U.S. BANK	Darrell George Contract Cities Lunch 5/18/19	200		55.00
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Airport Parking	200		118.00
100-1010-7610	U.S. BANK	Darrell George USC Board Mtg Dinner 4/25/19	200		50.90
100-1010-7610	U.S. BANK	Darrell George Local Gov't Srvc Comm Mtg 5/7/19	200		59.56
100-1010-7610	U.S. BANK	Darrell George Airfare ICSC Conf (Southwest)	200		177.96
100-1010-7610	U.S. BANK	Darrell George MMASC Workshop 5/1/19 (Oak Tree)	200		100.80
100-1010-7610	U.S. BANK	Darrell George ICSC Conference Meals 5/2019	200		132.76
100-1010-7610	U.S. BANK	Karen Herrera League Policy Cmte Hotel 6/13/19	200		170.01
100-1010-7610	U.S. BANK	Karen Herrera Airfare ICSC Conf (Southwest)	200		177.96
100-1010-7610	U.S. BANK	Darrell George USC Board Mtg Parking 4/25/19	200		10.00
100-1010-7610	U.S. BANK	Darrell George Council Meeting (Super 8)	200		82.50
100-1010-7610	U.S. BANK	Adminstration Staff Meeting 5/9/19 (Mimis Cafe)	200		95.13
100-1010-7610	U.S. BANK	Karen Herrera ICSC Conference Hotel 5/2019	200		532.56
100-1010-7610	U.S. BANK	Karen Herrera CCCA Municipal Seminar	200		350.00
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Transportation 5/21/19	200		13.00
100-1010-7610	U.S. BANK	Darrell George CCCA Conference Hotel 5/2019	200		1,419.36
100-1010-7610	U.S. BANK	Darrell George ICSC Conference Hotel 5/2019	200		462.12
100-1010-7610	U.S. BANK	Karen Herrera Airfare League Policy Committee	200		275.96
100-1010-7610	U.S. BANK	Darrell George Council Mtg 5/7/19 (Oak Tree)	200		100.80
100-1010-7610	U.S. BANK	Darrell George ICSC Conf Monorail Pass	200		23.00
100-1010-7612	U.S. BANK	Victoria Rocha MMASC Annual Dues	200		85.00
100-1010-7612	U.S. BANK	Jeremy Pascua MMASC Annual Dues	200		85.00
100-1010-7614	U.S. BANK	Phone/Tablet Tripod Stand (Amazon)	194		28.99
100-1010-7614	U.S. BANK	Camera Microphone & Charger (Amazon)	194		89.28
100-1010-7650	MONROVIA BODY SHOP	Veh 37 Front Bumper	212764		937.97
100-1010-7650	U.S. BANK	Darrell George FasTrak Pass Replenish	200		40.00
100-1010-7670	SAN GABRIEL VALLEY NEWSPAPERS	Legal Advertising 5/2019	212776		1,114.00
100-1010-7965	FAIRBANK, MASLIN, MAULIN, METZ	Revenue Measure Survey	212749		24,960.00
100-1010-7980	SMART & FINAL	AM Council Meeting 6/4/19	199		45.94
100-1010-7980	U.S. BANK	MYC Interviews 5/13/19 (Duarte Pizza)	194		71.24
100-1010-7980	U.S. BANK	Budget Workshop 5/6/19 (Tropicana Mkt)	194		44.99
100-1010-7980	U.S. BANK	Budget Workshop 5/6/19 (Qdoba)	194		418.73
100-1010-7980	SMART & FINAL	Council Meetings/Workshop Food	199		60.37
100-1010-7980	FSP DESIGNS	Council Name Tag	212751		28.47
100-1010-7980	SMART & FINAL	Council Workshop 6/11/19	199		64.15
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 4/2019	212775		8,345.00
100-1015-7684	SILVER & WRIGHT LLP	2026 Broadland Legal 4/2019	212781		3,575.20
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 4/2019	212781		8,805.48
100-1015-7684	SILVER & WRIGHT LLP	1398 Huntington Legal 4/2019	212781	201904-Code Enforce Legal-Tobacco Gran	5,793.16
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 4/2019	212781		1,475.60
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 4/2019	212781		196.20
100-1015-7686	COLANTUONO, HIGHSMITH & WHA	Revenue Measure Legal 5/2019	212741		35.00
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal 4/2019	212775		64.50
100-1015-7686	RUTAN & TUCKER LLP	Environmental/Stormwater (NPDES) Litigation 4/2019	212775		21,874.36
100-1020-7711	U.S. BANK	EE Appreciation Event 5/16/19 (Habit Burger)	194		1,449.06
100-1020-7712	U.S. BANK	Hootsuite 6/2/19 - 7/1/19	200		14.99
100-1020-7712	U.S. BANK	Spotify	200		9.99
100-1020-7712	U.S. BANK	Facebook Ads	200		27.78

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1020-7713	BAY ALARM COMPANY	Museum Alarm Panel Battery	212703		30.00
100-1020-7713	AIR-TRO INC	Duarte Museum HVAC Service	212729		186.00
100-1020-7715	U.S. BANK	Green Home Awards Dinner (Santa Fe Importers)	196		378.30
100-1020-7715	U.S. BANK	Certificate Holders (Amazon)	196		45.34
100-1020-7716	THE SAUCE CREATIVE SERVICES CO	July 3rd Flyers/Posters/Banners	212777		2,146.13
100-1020-7716	U.S. BANK	Coffee w/a Deputy 5/23/19 (Starbucks)	198		138.80
100-1020-7719	CINDY DELGADO	SC Volunteer Dinner Music 6/28/2019	212745		200.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		115.00
100-1020-7726	U.S. BANK	Adobe Creative Cloud	194		34.99
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 4/2019	212789		1,100.00
100-1020-7726	LEVON YOTNAKHPARIAN	CC Cablecast 5/2019	212789		1,100.00
100-1205-7610	U.S. BANK	Brian Villalobos CCCA Conf Hotel 5/16/19 (Embassy)	198		222.68
100-1205-7614	DUARTE PUBLIC SAFETY PETTY CAS	Office Supplies	212700		25.85
100-1205-7615	U.S. BANK	CPR Training Face Shields (CPR Savers 1st Aid)	196		72.13
100-1205-7636	U.S. BANK	Don Vaillancourt Uniforms (Condor Elite)	198		108.78
100-1205-7650	SIERRA CHRYSLER DODGE JEEP RA	Veh 24 Ignition Coil/Spark Plug	212780		181.89
100-1205-7650	SIERRA CHRYSLER DODGE JEEP RA	Veh 29 AC Repair	212780		155.46
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	VEh 35 Car Wash 5/15/19	212700		12.00
100-1205-7650	DUARTE PUBLIC SAFETY PETTY CAS	Veh 35 Car Wash 4/15/19	212700		14.00
100-1205-7650	LA MOBO BUS SERVICE INC	Veh 22 Water Pump/Shifter Repair/Gaskets	212760		2,492.16
100-1205-7655	T-MOBILE	Emergency Asset Tracking 4/21/19 - 5/20/19	212727		12.75
100-1205-7779	CURO MANAGED PRINT PRODUCTI	NNO Event Printing	212743		362.25
100-1205-7779	DUARTE PIZZA COMPANY	DART Event-Relay Walk	212746		71.54
100-1205-7779	U.S. BANK	PS Office Help Lunch (Hong Kong Express)	198		36.41
100-1205-7779	U.S. BANK	Aranzasu Caballero Polo Shirt (FSP Designs)	198		7.67
100-1205-7779	U.S. BANK	A-Team Movie Trip 5/14/19 (Mooyah Burger)	198		4.70
100-1205-7779	U.S. BANK	Taste of Duarte Volunteer Meal (Little Caesars)	198		78.71
100-1205-7779	U.S. BANK	A-Team Movie Trip 5/14/19 (237Web Studio)	198		146.00
100-1205-7779	U.S. BANK	DART Workout Monday Dinner (Subway)	198		57.42
100-1205-7779	U.S. BANK	A-Team Movie Trip Food 5/14/19 (Blaze Pizza)	198		147.50
100-1205-7779	SWANK MOTION PICTURES INC	Movies in the Park 6/14/19 (Black Panther)	212726		425.87
100-1205-7780	D & D SERVICES INC	Deceasd Animal Disposal 5/2019	212744		316.80
100-1205-7780	U.S. BANK	AC Contract Mailing (USPS)	198		7.35
100-1205-7780	U.S. BANK	Dog License Postcards	194		134.44
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Balance-Sheriff Contract 3/2019	212762	201914-Sheriff Contract-Cal VIP	20.00
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Tobacco Enforcement 3/2019	212762	201904-Contract Law-Tobacco Grant	3,190.19
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Hayden 5K 3/9/2019	212762		1,477.60
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Special Event Overtime 3/23/2019	212762		494.38
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 4/2019	212762	201914-Sheriff Contract-Cal VIP	16,522.05
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 4/2019	212762		300,747.21
100-1205-7781	LOS ANGELES COUNTY SHERIFF'S D	Tobacco Enforcement 4/2019	212762	201904-Contract Law-Tobacco Grant	2,672.06
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease	212767		11,387.59
100-1205-7980	BC TRAFFIC SPECIALIST	No Smoking Signs Installation	212731	201904-Other Exp-Tobacco Grant	18,087.05
100-1205-7980	U.S. BANK	Adobe Creative Cloud	198	201904-Other Exp-Tobacco Grant	39.99
100-1405-7612	U.S. BANK	Hightail Lg Data File Transfer	195		15.99
100-1405-7612	U.S. BANK	Daily Bulletin Online Subscription	195		11.07
100-1405-7613	U.S. BANK	FY20 Annual Parking Permits (My Parking Permit)	195		304.96
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		48.05
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		130.72
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		2.99
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		54.75
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		24.36
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	212785		77.31
100-1405-7800	CHARLES ABBOTT ASSOCIATES INC	Building & Safety Srvcs 5/2019	212738		28,145.13
100-1405-7802	U.S. BANK	NPDES Promotion Giveaway Items (Oriental Trading)	195		68.22
100-1405-7965	KOA CORPORATION	Capital Improvement Plan Development	212759		6,959.95
100-1405-7965	KOA CORPORATION	Duarte Stop Sign Policy	212759		2,680.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspection Srvcs 4/2019	212773		3,480.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Srvcs-Connected Corridors TS	212773		1,282.50
100-1405-7969	RKA CONSULTING GROUP	Contract Engineer 4/2019	212773		2,400.00

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7969	RKA CONSULTING GROUP	Plan Check Engineering Svcs 4/2019	212773		440.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2019	212773		1,200.00
100-1405-7969	RKA CONSULTING GROUP	FY20 Landscape Lighting District 4/2019	212773		2,262.50
100-1405-7975	U.S. BANK	Event Banners (Curo Print)	200		1,149.75
100-1405-7975	U.S. BANK	Craig Hensley Developer Meeting (Metro Day Pass)	195		7.00
100-1410-7610	U.S. BANK	Manny Perez PAPA Seminar 6/25/19	195		80.00
100-1410-7610	U.S. BANK	Mike Tarr PAPA Seminar 6/25/19	195		80.00
100-1410-7612	U.S. BANK	Gerard Batista 2019 PAPA Membership	195		45.00
100-1410-7612	U.S. BANK	Gerard Batista CWEA Membership	195		188.00
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	212728		51.01
100-1410-7630	SIMON EQUIPMENT RENTALS	Stump Grinder Rental	212782		118.82
100-1410-7650	U.S. BANK	Boom Truck Separator (Altec)	195		41.48
100-1410-7650	LA MOBO BUS SERVICE INC	Veh 5 Pkg Brake Valve/Beacon Light/Misc Repairs	212760		1,880.03
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 5/2019	212786		145.00
100-1410-7814	SUPERIOR PROPERTY SERVICES INC	Citywide Graffiti Removal 5/2019	212787		464.15
100-1410-7887	AUTOZONE	Chipper Machine Transmission Grease	212730		13.12
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		1,430.00
100-1605-7610	U.S. BANK	Kelly Barnes Park Summit 5/8/19 (LA Cnty Parks)	196		30.00
100-1605-7636	JAG ENDEAVORS LLC	Lifeguard Shirts	212757		352.20
100-1605-7693	U.S. BANK	Game Truck Event 5/21/19 (Extreme Game Truck)	196		250.00
100-1605-7693	U.S. BANK	Photo Booth Rental (Treasure Booth)	196		60.00
100-1605-7729	THE SAUCE CREATIVE SERVICES CO	Concerts in the Park Banners	212777		575.60
100-1605-7729	DEAN SIMONE	Concerts in the Park Band	212783		1,200.00
100-1605-7729	LONG BEACH COMMUNITY BAND	Concerts in the Park Stage	212761		750.00
100-1605-7729	BROADCAST MUSIC INC	2019 Music Licensing Fee	212704		358.00
100-1605-7729	ASCAP	Music Licensing Fee 6/1/19 - 5/31/20	212702		357.00
100-1605-7730	U.S. BANK	Thunder Sticks Inflatable Noisemakers (Amazon)	196		15.99
100-1605-7730	U.S. BANK	Cotton Candy Machine (Amazon)	196		204.75
100-1605-7730	SWANK MOTION PICTURES INC	Dive-In Movie 6/28/19 (Hotel Transylvania 3)	212726		463.00
100-1605-7733	POK-A-DOTS	SC Volunteer Dinner Entertainment 6/28/2019	212769		306.60
100-1605-7733	U.S. BANK	SC Clear Address Labels (Amazon)	196		10.22
100-1605-7733	U.S. BANK	SC White Cardstock (Amazon)	196		18.60
100-1605-7733	U.S. BANK	SC Square Envelopes (Amazon)	196		43.18
100-1605-7733	U.S. BANK	SC Mother's Day Supplies (Amazon)	196		37.79
100-1605-7733	U.S. BANK	SC Notebook Sets (Amazon)	196		41.90
100-1605-7733	U.S. BANK	SC Black Card Stock (Amazon)	196		17.95
100-1605-7733	U.S. BANK	SC Netflix	194		19.74
100-1605-7733	AUSTIN MOONEY	SC Volunteer Dinner Entertainment	212766		50.00
100-1605-7733	DANIEL DURKEE	SC Volunteer Dinner Entertainment	212747		50.00
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Crinkle Paper	212709		3.29
100-1605-7733	DUARTE RECREATION PETTY CASH	SC Volunteer Recognition Dinner Supplies	212709		18.60
100-1605-7733	SMART & FINAL	SC In-N-Out Day Supplies	199		63.30
100-1605-7733	SMART & FINAL	SC Birthday Cake Plates	199		15.51
100-1605-7733	SMART & FINAL	SC Father's Day Supplies	199		71.94
100-1605-7733	IN-N-OUT BURGER	SC Event 5/30/19 Final Balance	212715		45.49
100-1605-7735	STAPLES ADVANTAGE	TC Butcher Paper/Printer Ink	212785		147.85
100-1605-7735	DUARTE PIZZA COMPANY	TC Dance Camp	212746		58.00
100-1605-7735	U.S. BANK	TC Art Supplies (Michaels)	196		300.46
100-1605-7735	U.S. BANK	TC Art Supplies (Blick Art Mat'l)	196		172.56
100-1605-7735	U.S. BANK	TC Cinco de Mayo Event (La Paloma Restaurant)	196		185.80
100-1605-7735	FSP DESIGNS	TC Dance Camp T-Shirts	212751		315.75
100-1605-7735	SMART & FINAL	TC Event Supplies	199		105.69
100-1605-7736	HOLIDAY GOO INC	Nature Camp Craft Supplies	212756		431.57
100-1605-7736	HOLIDAY GOO INC	Nature Camp Craft Supplies	212756		316.73
100-1605-7736	U.S. BANK	Nature Camp Supplies (Amazon)	196		343.28
100-1605-7736	U.S. BANK	Deposit Nature Camp Excursion 6/25/19 (Hangar 18)	196		60.00
100-1605-7736	U.S. BANK	El Dorado Nature Ctr Trip 6/18/19 (LB Parks & Rec)	196		82.00
100-1605-7736	U.S. BANK	Deposit Nature Camp Trip 6/4/19 (CA Science Ctr)	196		25.00
100-1605-7736	U.S. BANK	Nature Camp Supplies (Amazon)	196		10.90
100-1605-7736	SIGMA CODING LLC	Instructor Fee-Sigma Coding Robotics	212724		280.00

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7736	SMART & FINAL	Spring Recital Refreshments	199		81.69
100-1605-7741	CPRS DISTRICT 13	Summer Recreation Leader Training (11)	212707		220.00
100-1605-7741	SMART & FINAL	Soccer Supplies	199		17.96
100-1605-7741	U.S. BANK	Summer Camp Supplies (Amazon)	196		245.96
100-1605-7741	U.S. BANK	Kraft Paper (Amazon)	196		124.80
100-1605-7741	U.S. BANK	Part Time Summer Inservice Meal (Tropicana Mkt)	196		54.99
100-1605-7741	U.S. BANK	Summer Camp Supplies (Amazon)	196		77.71
100-1605-7745	DUARTE RECREATION PETTY CASH	TC Golf Tournament Ice	212709		19.71
100-1605-7745	SMART & FINAL	TC Boxing Golf Tournament Supplies	199		75.88
100-1605-7980	DUARTE PIZZA COMPANY	Staff Food 5/31/2019	212746		71.06
100-1605-7980	SCMAF-SAN GABRIEL VALLEY	Track & Field Entries	212778		1,063.00
100-1610-7616	CALIBER COMMERCIAL POOL SERVI	Competition Pool Main Circulation Pump	212734		2,664.78
100-1610-7616	THE SAUCE CREATIVE SERVICES CO	Pool Signs	212777		347.08
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	212712		532.28
100-1610-7618	SHAFFER AWARDS	Toney Lewis Name Plate	212779		44.73
100-1610-7618	U.S. BANK	Encanto Park Signage (Mika Color)	196		766.50
100-1610-7618	U.S. BANK	ROP Bike Trail Repair Station Pump Head (Dero)	196		65.06
100-1610-7618	U.S. BANK	Tablecloth Dry Cleaning (Natures Cleaners)	196		285.00
100-1610-7618	DUARTE RECREATION PETTY CASH	FC Alarm Battery	212709		9.84
100-1610-7618	SMART & FINAL	SC Coffee Supplies	199		234.57
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		233.63
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		201.32
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		20.50
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		812.68
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		22.36
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		23.05
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		152.15
100-1610-7618	MAINTEX INC	Janitorial Supplies	212763		497.59
100-1610-7618	GRAINGER	Item Return/Credit on Account	212753		-29.96
100-1610-7618	GRAINGER	Hose Bibbs	212753		13.71
100-1610-7618	GRAINGER	CC Restroom Safety Sign	212753		92.01
100-1610-7618	GRAINGER	CC Restroom Safety Sign	212753		92.01
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	212739		35.00
100-1610-7650	LA MOBO BUS SERVICE INC	Veh 14 Inspection/PM Service	212760		216.72
100-1610-7652	CHARLIE'S FENCE CO	ROP Play Structure Repair	212705		425.00
100-1610-7652	CHARLIE'S FENCE CO	Dog Pound Gate Repair (South Yard)	212705		1,800.00
100-1610-7652	ECM PECO INC / PRECISION ELECTR	Concerts in the Park Electrical Work	212770		4,016.51
100-1610-7652	MONROVIA LOCK SHOP	PS Door Repair/Back Door Lock	212765		145.00
100-1610-7652	MONROVIA LOCK SHOP	CH Server Room Door Handle/Lock	212765		811.79
100-1610-7652	AIR-TRO INC	Duarte Park Bldg HVAC Service	212729		136.00
100-1610-7652	AIR-TRO INC	ROP Bldg HVAC Service	212729		368.00
100-1610-7652	AIR-TRO INC	South Yard HVAC Service	212729		136.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Mainenance 5/2019	212748		132.00
100-1610-7652	COUNTY OF LOS ANGELES DEPART	FY20 FC Pools Health Permit (AR0141237)	212699		1,020.00
100-1610-8100	U.S. BANK	Deposit SC Furniture (La-Z-Boy Furniture)	196		914.29
100-1750	U.S. BANK	Depoist Adventure Club Trip 8/2/19 (Bowlero)	196		168.87
100-1750	U.S. BANK	Deposit Adventure Club Trip 7/31/19 (Speedzone)	196		159.43
100-1805-7610	KRISTEN PETERSEN	Meeting w/CC Member	212768		32.28
100-1805-7610	U.S. BANK	Kristen Petersen Mtg w/Field Srvcs Staff 5/16/19	194		73.32
100-1805-7610	U.S. BANK	Kristen Petersen Lunch Mtg w/Council Member 5/1/19	194		42.92
100-1805-7610	U.S. BANK	Staff Meeting 4/25/19 (T-Burgers)	194		36.08
100-1805-7610	U.S. BANK	Kristen Petersen Meeting w/Monrovia Staff (Max's)	194		35.02
100-1805-7610	U.S. BANK	Kristen Petersen GFOA Conference Parking 5/20/19	194		20.00
100-1805-7610	U.S. BANK	Staff Meeting 5/9/19 (T-Burgers)	194		38.27
100-1805-7610	U.S. BANK	Kristen Petersen Mtg w/CC Member 5/21/19	194		29.09
100-1805-7610	U.S. BANK	Kristen Petersen GFOA Conference Food 5/20/19	194		12.00
100-1805-7610	U.S. BANK	Kristine S. Skillpath Workshop/Book 7/9/2019	194		183.27
100-1805-7610	U.S. BANK	Roxanne Breceda Nuts & Bolts Workshop 10/2019	194		200.00
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	212785		73.61
100-1805-7980	U.S. BANK	Microsoft 365 4/27/19 - 5/26/19	194		12.00

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1810-7660	CALIFORNIA STATE DEPARTMENT O	Fingerprint Apps 5/2019	212735		352.00
100-1810-7660	DUARTE RECREATION PETTY CASH	Fingerprint App Reimbursement (Basham)	212709		30.00
100-1810-7660	CMC LIVESCAN & NOTARY SERVICE	Livescan Services 5/2019	212740		230.00
100-1815-7632	U.S. BANK	Adobe AcroPro-CMD	194		14.99
100-1815-7632	U.S. BANK	Accessduarte.com/.net/.org 3 Yr Renewal (Network)	194		281.91
100-1815-7632	U.S. BANK	Adobe Creative Cloud	194		314.91
100-1815-7830	THE TECHNOLOGY DEPOT INC	South Yard Troubleshoot 2 Lines	212788		210.00
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	194		19.52
100-1815-7965	MAXTREME INC	IT Helpdesk 6/2019	201		8,700.00
100-1815-7980	MAXTREME INC	Zagg Shield & Headphone Adapters (Toney Lewis)	201		104.32
100-1815-7980	MAXTREME INC	Crash Plan Recovery 6/2019	201		200.00
100-1815-7980	U.S. BANK	USB Hub-P & R Director/Admin (Amazon)	194		249.59
100-1815-8011	U.S. BANK	Monitor-P & R Director (Apple Online)	194		766.45
100-1825-7613	GRAND PRINTING INC	Jeremy Pascua Business Cards	212754		100.99
100-1825-7613	GRAND PRINTING INC	Victoria Rocha Business Cards	212754		100.99
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	212737		146.73
100-1825-7613	CANON SOLUTIONS AMERICA INC	PS Copier Paper	212737		137.97
100-1825-7613	CANON SOLUTIONS AMERICA INC	PS Copier Paper	212737		68.99
100-1825-7614	CANON SOLUTIONS AMERICA INC	Printer Ink	212737		222.59
100-1825-7626	FEDEX	Document Delivery	212710		57.08
100-1825-7630	CANON FINANCIAL SERVICES INC	PS Copier Lease 6/1/19 - 6/30/19	212736		399.67
100-1825-7630	CANON FINANCIAL SERVICES INC	CH (2)/SC/TC Copier Lease 6/1/19 - 6/30/19	212736		869.55
100-1825-7631	CANON FINANCIAL SERVICES INC	PS Copier Maintenance 5/1/19 - 5/31/19	212736		189.61
100-1825-7747	U.S. BANK	Karen Herrera CRRRA Conf Hotel 8/2019 (Westin)	200	201803-Beverage Container Recycle Progr	397.51
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-2026	D'MOREA SWAIT	Equipment Deposit Refund	212725		25.00
100-2026	ANGEL SAENZ	Equipment Deposit Refund	212722		25.00
100-2026	IVAN FRANCO	Equipment Deposit Refund	212711		25.00
100-2026	ENRIQUE ACOSTA	Equipment Deposit Refund	212701		25.00
100-2120	LCS CONSTRUCTORS	1710 Flower Ave Const Diversion Deposit Refund	212718		1,000.00
100-2120	LCS CONSTRUCTORS	1710 Flower Demo Diversion Deposit Refund	212718		1,000.00
100-2120	NATIONAL MULTIPLE SCLEROSIS SO	Bike MS Deputy Traffic Control Refund	212719		205.62
100-2120	MARIA KIREJIAN	ROP Bldg Rent Deposit Refund	212717		150.00
100-2120	ANDREA GRIM	Pool Rent Deposit Refund	212714		200.00
100-2120	PAWNSHOP SKATE CO	Sport Field Rent Deposit Refund	212721		100.00
100-2121	CLEMENT JANSEN	2018 Mountain Ave Historical Analysis Refund	212716		1,013.89
100-2125	Regional TAP Service Center	4/19 TAP Card Refill Reimb to Metro	212698		130.00
100-2125	Regional TAP Service Center	5/19 TAP Card Refill Reimb to Metro	212698		235.00
100-2125	Regional TAP Service Center	3/19 TAP Card Refill Reimb to Metro	212698		5.00
100-2126	GOLDEN BRICK REALTY INVESTMEN	Permit 2018-445 Construction Deposit Refund	212713		1,926.58
100-4201	GOLDEN BRICK REALTY INVESTMEN	Permit 2018-445 Refund	212713		2,804.00
100-4302	JOSEPH CONNOLLY	Citation Refund	212706		60.00
100-4302	DONNA SHARPE	Citation Refund	212723		63.00
100-4403	MICHELLE CREENCIA	Pool Rent Deposit Refund	212708		200.00
100-4404	MARIA KIREJIAN	Overtime	212717		-40.25
100-4808	ANALYN NORATO	Swim Lesson Credit Refund	212720		45.00
100-5004	LCS CONSTRUCTORS	Administrative Fee	212718		-150.00
100-5004	LCS CONSTRUCTORS	Administrative Fee	212718		-150.00
100-5005	U.S. BANK	Resale Swim Goggles (Swimoutlet.com)	196		225.35
Fund 100 - GENERAL FUND Total:					563,670.45

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2205-8060	PTM GENERAL ENGINEERING SERVI	Sidewalk Repair	212771		1,982.40
220-2205-8100	PTM GENERAL ENGINEERING SERVI	Retention-RO Traffic Signal	212771	201725-Royal Oaks Signal-Capital Improv	15,141.08
220-2210-7812	BC TRAFFIC SPECIALIST	Striping Repair	212731		3,945.00
220-2225-7980	JCL TRAFFIC SERVICES	Street Name Sign	212758		105.90
Fund 220 - GAS TAX FUN Total:					21,174.38

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Sign Maintenance 4/2019	212742		8,325.76
240-2410-7662	BEE REMOVERS	Bee Removal-1336 Royal Oaks	212732		135.00
240-2410-7662	SITEONE LANDSCAPE SUPPLY HOLD	Citywide Irrigation Inventory Supplies	212784		571.02
240-2410-7662	SITEONE LANDSCAPE SUPPLY HOLD	Citywide Irrigation Inventory Supplies	212784		719.31
240-2410-7891	SITEONE LANDSCAPE SUPPLY HOLD	Huntington Median Repair/Replacement	212784		24.41
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance 6/2019	212733		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					30,411.57

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIFF'S D	Sheriff Contract 4/2019	212762		15,000.00
290-2905-7785	LOS ANGELES COUNTY SHERIFF'S D	Gang Suppression 3/3/2019	212762		690.85
290-2905-7785	LOS ANGELES COUNTY SHERIFF'S D	Active Shooter Traning 4/6/19	212762		616.44
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					16,307.29

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7650	AUTOZONE	Transportation Supplies	212730		23.85
440-4405-7980	U.S. BANK	DuarteEbus Promo Giveaway (FSP Designs)	194		16.43
440-4405-7980	Regional TAP Service Center	TAP Card Purchase for Inventory	212698		100.00
440-4405-8013	FOOTHILL TRANSIT	2nd Installment of Bus Purchase F2800, F2801	212750		487,938.52
440-4405-8013	FOOTHILL TRANSIT	2nd Installment of 3rd Bus Purchase 5/2019	212750		7,067.36
Fund 440 - PROPOSITION A TRANSIT FUND Total:					495,146.16

Council Warrant Register by Account

Payment Dates: 06/12/2019 - 06/25/2019

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-4705-8060	RUIZ CONCRETE AND PAVING INC	Las Lomas Sidewalk Project	212774		5,415.00
Fund 470 - MEASURE R LR TRANSIT FUND Total:					5,415.00
Grand Total:					1,132,124.85

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	563,670.45
220 - GAS TAX FUN	21,174.38
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	30,411.57
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	16,307.29
440 - PROPOSITION A TRANSIT FUND	495,146.16
470 - MEASURE R LR TRANSIT FUND	5,415.00
Grand Total:	1,132,124.85

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7647	Travel & Exp - Reilly	239.14
100-1010-7003	Part-Time/Temp Salaries	5,320.00
100-1010-7610	Travel, Mtgs & Conf	5,837.70
100-1010-7612	Publications and Dues	170.00
100-1010-7614	Office Supplies	118.27
100-1010-7650	Vehicle Maintenance	977.97
100-1010-7670	Legal Notices	1,114.00
100-1010-7965	Professional Services	24,960.00
100-1010-7980	Other Expenses	733.89
100-1015-7680	City Attorney Legal	8,345.00
100-1015-7684	Code Enforcement Legal	19,845.64
100-1015-7686	Other Legal Services	21,973.86
100-1020-7711	Employee Recognition C	1,449.06
100-1020-7712	Community Information	52.76
100-1020-7713	Historical Museum Bldg	216.00
100-1020-7715	Green Home Awards	423.64
100-1020-7716	Special Community Even	2,284.93
100-1020-7719	Volunteer Recognition	200.00
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	2,234.99
100-1205-7610	Travel, Mtgs & Conf	222.68
100-1205-7614	Office Supplies	25.85
100-1205-7615	Emergency Supplies	72.13
100-1205-7636	Uniforms	108.78
100-1205-7650	Vehicle Maintenance	2,855.51
100-1205-7655	Emergency Services	12.75
100-1205-7779	Youth Programs	1,338.07
100-1205-7780	Animal Control	458.59
100-1205-7781	Contract Law Enforceme	325,123.49
100-1205-7787	Public Safety Cntr Lease	11,387.59
100-1205-7980	Other Expenses	18,127.04
100-1405-7612	Publications and Dues	27.06
100-1405-7613	Duplications And Photos	304.96
100-1405-7614	Office Supplies	338.18
100-1405-7800	Building Department Ser	28,145.13
100-1405-7802	NPDES Requirements	68.22
100-1405-7965	Professional Services	9,639.95
100-1405-7967	Public Works Inspection	3,480.00
100-1405-7969	City Engineer	7,585.00
100-1405-7975	Economic Development	1,156.75
100-1410-7610	Travel, Mtgs & Conf	160.00
100-1410-7612	Publications and Dues	233.00
100-1410-7621	Other Supplies	51.01
100-1410-7630	Equipment Rentals	118.82
100-1410-7650	Vehicle Maintenance	1,921.51
100-1410-7656	Emergency Generator	145.00
100-1410-7814	Graffiti Removal	464.15

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7887	Repairs & Replacements	13.12
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7610	Travel, Mtgs & Conf	30.00
100-1605-7636	Uniforms	352.20
100-1605-7693	Youth Council	310.00
100-1605-7729	Concerts In The Park	3,240.60
100-1605-7730	Special Events	683.74
100-1605-7733	Senior Center	814.11
100-1605-7735	Teen Center	1,286.11
100-1605-7736	Recreation Classes	1,631.17
100-1605-7741	Sports/Playground Progr	741.42
100-1605-7745	Boxing Program	95.59
100-1605-7980	Other Expenses	1,134.06
100-1610-7616	Pool Supplies	3,011.86
100-1610-7617	Pool Chemicals	532.28
100-1610-7618	Building Supplies	3,536.75
100-1610-7636	Uniforms	35.00
100-1610-7650	Vehicle Maintenance	216.72
100-1610-7652	Building Maint Services	8,990.30
100-1610-8100	Other Capital Improvem	914.29
100-1750	Prepaid Charges	328.30
100-1805-7610	Travel, Mtgs & Conf	702.25
100-1805-7614	Office Supplies	73.61
100-1805-7980	Other Expenses	12.00
100-1810-7660	Other Services	612.00
100-1815-7632	Software Maintenance	611.81
100-1815-7830	Telephones	229.52
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	553.91
100-1815-8011	Computer Equipment (C	766.45
100-1825-7613	Duplications And Photos	555.67
100-1825-7614	Office Supplies	222.59
100-1825-7626	Postage	57.08
100-1825-7630	Equipment Lease	1,269.22
100-1825-7631	Equipment Maintenance	189.61
100-1825-7747	Beverage Cont Recycling	397.51
100-1825-7945	Operation Of Acq Prop	83.34
100-2026	EE Equipment Deposit	100.00
100-2120	Refundable Deposits	2,655.62
100-2121	Pass Through Deposits	1,013.89
100-2125	Metro Pass Through	370.00
100-2126	Construction and Demol	1,926.58
100-4201	Building Permits	2,804.00
100-4302	Parking Citations	123.00
100-4403	Swimming Pool Rentals	200.00
100-4404	Other Building Rentals	-40.25
100-4808	Swim Lesson Fees	45.00
100-5004	Other Revenue	-300.00
100-5005	Taxable Sales	225.35
220-2205-8060	Sidewalk Improvements	1,982.40
220-2205-8100	Other Capital Improvem	15,141.08
220-2210-7812	Street Striping & Markin	3,945.00
220-2225-7980	Other Expenses	105.90
240-2405-7890	Repairs-Traffic Signal	8,325.76
240-2410-7662	Other Serv-Citywide	1,425.33
240-2410-7891	Repairs-Medians	24.41
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00

Account Summary

Account Number	Account Name	Payment Amount
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
290-2905-7781	Contract Law Enforceme	15,000.00
290-2905-7785	Special Events Patrol	1,307.29
440-4405-7650	Vehicle Maintenance	23.85
440-4405-7980	Other Expenses	116.43
440-4405-8013	Vehicles (Capital)	495,005.88
470-4705-8060	Sidewalk/Concrete Repa	5,415.00
	Grand Total:	1,132,124.85

Project Account Summary

Project Account Key	Payment Amount
None	1,070,178.42
201725-Royal Oaks Signal-Capital Improvements	15,141.08
201803-Beverage Container Recycle Program	397.51
201904-Code Enforce Legal-Tobacco Grant	5,793.16
201904-Contract Law-Tobacco Grant	5,862.25
201904-Other Exp-Tobacco Grant	18,127.04
201914-Sheriff Contract-Cal VIP	16,542.05
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	1,132,124.85



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 06/12/2019 - 06/25/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
196	6/19/2019	4484	U.S. BANK			5,494.11
	52719ME	Certificate Holders (Amazon)		100-1020-7715		45.34
	52719ME	Green Home Awards Dinner (Santa F		100-1020-7715		378.30
	52719ME	CPR Training Face Shields (CPR Savers		100-1205-7615		72.13
	52719ME	Kelly Barnes Park Summit 5/8/19 (LA		100-1605-7610		30.00
	52719ME	Game Truck Event 5/21/19 (Extreme		100-1605-7693		250.00
	52719ME	Photo Booth Rental (Treasure Booth)		100-1605-7693		60.00
	52719ME	Thunder Sticks Inflatable Noisemaker		100-1605-7730		15.99
	52719ME	Cotton Candy Machine (Amazon)		100-1605-7730		204.75
	52719ME	SC Notebook Sets (Amazon)		100-1605-7733		41.90
	52719ME	SC Mother's Day Supplies (Amazon)		100-1605-7733		37.79
	52719ME	SC White Cardstock (Amazon)		100-1605-7733		18.60
	52719ME	SC Black Card Stock (Amazon)		100-1605-7733		17.95
	52719ME	SC Clear Address Labels (Amazon)		100-1605-7733		10.22
	52719ME	SC Square Envelopes (Amazon)		100-1605-7733		43.18
	52719ME	TC Cinco de Mayo Event (La Paloma R		100-1605-7735		185.80
	52719ME	TC Art Supplies (Michaels)		100-1605-7735		300.46
	52719ME	TC Art Supplies (Blick Art Mat'l)		100-1605-7735		172.56
	52719ME	Nature Camp Supplies (Amazon)		100-1605-7736		343.28
	52719ME	El Dorado Nature Ctr Trip 6/18/19 (LB		100-1605-7736		82.00
	52719ME	Deposit Nature Camp Excursion 6/25/		100-1605-7736		60.00
	52719ME	Deposit Nature Camp Trip 6/4/19 (CA		100-1605-7736		25.00
	52719ME	Nature Camp Supplies (Amazon)		100-1605-7736		10.90
	52719ME	Kraft Paper (Amazon)		100-1605-7741		124.80
	52719ME	Part Time Summer Inservice Meal (Tr		100-1605-7741		54.99
	52719ME	Summer Camp Supplies (Amazon)		100-1605-7741		245.96
	52719ME	Summer Camp Supplies (Amazon)		100-1605-7741		77.71
	52719ME	Encanto Park Signage (Mika Color)		100-1610-7618		766.50
	52719ME	ROP Bike Trail Repair Station Pump H		100-1610-7618		65.06
	52719ME	Tablecloth Dry Cleaning (Natures Clea		100-1610-7618		285.00
	52719ME	Deposit SC Furniture (La-Z-Boy Furnit		100-1610-8100		914.29
	52719ME	Depoist Adventure Club Trip 8/2/19 (		100-1750		168.87
	52719ME	Deposit Adventure Club Trip 7/31/19		100-1750		159.43
	52719ME	Resale Swim Goggles (Swimoutlet.co		100-5005		225.35
200	6/20/2019	4484	U.S. BANK			6,267.67
	52719DG	Darrell George Council Mtg 5/7/19 (O		100-1010-7610		100.80
	52719DG	Darrell George ICSC Conference Hotel		100-1010-7610		462.12
	52719DG	Darrell George CCCA Conference Hot		100-1010-7610		1,419.36
	52719DG	Karen Herrera ICSC Conference Hotel		100-1010-7610		532.56
	52719DG	Karen Herrera Airfare League Policy C		100-1010-7610		275.96
	52719DG	Darrell George USC Board Mtg Parkin		100-1010-7610		10.00
	52719DG	Adminstration Staff Meeting 5/9/19 (		100-1010-7610		95.13
	52719DG	Darrell George Breakfast w/School Su		100-1010-7610		50.27
	52719DG	Darrell George USC Board Mtg Dinner		100-1010-7610		50.90
	52719DG	Darrell George Local Gov't Srvc's Com		100-1010-7610		59.56
	52719DG	Darrell George MMASC Workshop 5/		100-1010-7610		100.80
	52719DG	Darrell George ICSC Conference Meal		100-1010-7610		132.76
	52719DG	Karen Herrera League Policy Cmte Ho		100-1010-7610		170.01
	52719DG	Karen Herrera Airfare ICSC Conf (Sout		100-1010-7610		177.96
	52719DG	Darrell George ICSC Conf Airport Park		100-1010-7610		118.00
	52719DG	Darrell George Airfare ICSC Conf (Sou		100-1010-7610		177.96
	52719DG	Karen Herrera CCCA Municipal Semin		100-1010-7610		350.00
	52719DG	Darrell George ICSC Conf Transportati		100-1010-7610		13.00

Council Warrant Register Over \$5000

Payment Dates: 06/12/2019 - 06/25/2019

Payment Number	Payment Date	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount
	Payable Number						Item Amount
	52719DG		Darrell George Contract Cities Lunch		100-1010-7610		55.00
	52719DG		Darrell George Council Meeting (Supe		100-1010-7610		82.50
	52719DG		Darrell George ICSC Conf Monorail Pa		100-1010-7610		23.00
	52719DG		Jeremy Pascua MMASC Annual Dues		100-1010-7612		85.00
	52719DG		Victoria Rocha MMASC Annual Dues		100-1010-7612		85.00
	52719DG		Darrell George FasTrak Pass Replenish		100-1010-7650		40.00
	52719DG		Spotify		100-1020-7712		9.99
	52719DG		Hootsuite 6/2/19 - 7/1/19		100-1020-7712		14.99
	52719DG		Facebook Ads		100-1020-7712		27.78
	52719DG		Event Banners (Curo Print)		100-1405-7975		1,149.75
	52719DG		Karen Herrera CRRA Conf Hotel 8/201		100-1825-7747	201803-Beverage Container Recycle Program	397.51
201	6/25/2019	4286	MAXTREME INC				9,004.32
	13410		Zagg Shield & Headphone Adapters (T		100-1815-7980		104.32
	13412		IT Helpdesk 6/2019		100-1815-7965		8,700.00
	13412		Crash Plan Recovery 6/2019		100-1815-7980		200.00
212731	6/25/2019	5190	BC TRAFFIC SPECIALIST				22,032.05
	510127		Striping Repair		220-2210-7812		3,945.00
	510204		No Smoking Signs Installation		100-1205-7980	201904-Other Exp-Tobacco Grant	18,087.05
212733	6/25/2019	3889	BRIGHTVIEW LANDSCAPE SERVICES INC				22,264.41
	6337735		Landscape Maintenance 6/2019		100-1020-7724		115.00
	6337735		Landscape Maintenance 6/2019		100-1415-7916		1,430.00
	6337735		Landscape Maintenance 6/2019		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	6337735		Landscape Maintenance 6/2019		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
	6337735		Landscape Maintenance 6/2019		240-2410-7915		7,500.00
	6337735		Landscape Maintenance 6/2019		240-2410-7917		485.00
	6337735		Landscape Maintenance 6/2019		240-2410-7917		4,845.00
	6337735		Landscape Maintenance 6/2019		240-2420-7914		345.16
	6337735		Landscape Maintenance 6/2019		240-2421-7914		1,300.00
	6337735		Landscape Maintenance 6/2019		240-2422-7914		480.58
	6337735		Landscape Maintenance 6/2019		240-2423-7914		900.00
	6337735		Landscape Maintenance 6/2019		240-2424-7914		550.00
	6337735		Landscape Maintenance 6/2019		240-2425-7914		400.00
	6337735		Landscape Maintenance 6/2019		240-2426-7914		180.00
	6337735		Landscape Maintenance 6/2019		240-2427-7914		630.33
	6337735		Landscape Maintenance 6/2019		240-2431-7914		800.00
	6337735		Landscape Maintenance 6/2019		240-2432-7914		835.00
	6337735		Landscape Maintenance 6/2019		240-2433-7914		530.00
	6337735		Landscape Maintenance 6/2019		240-2434-7914		355.00
	6337735		Landscape Maintenance 6/2019		240-2435-7914		500.00
212738	6/25/2019	5120	CHARLES ABBOTT ASSOCIATES INC				28,145.13
	59731		Building & Safety Srvcs 5/2019		100-1405-7800		28,145.13
212742	6/25/2019	2028	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS				8,325.76
	REPW-19050605525		Traffic Sigal Maintenance 4/2019		240-2405-7890		8,325.76
212749	6/25/2019	6058	FAIRBANK, MASLIN, MAULIN, METZ, & ASSOC INC				24,960.00
	239159		Revenue Measure Survey		100-1010-7965		24,960.00
212750	6/25/2019	3192	FOOTHILL TRANSIT				495,005.88
	SI006605		2nd Installment of Bus Purchase F280		440-4405-8013		487,938.52
	SI006606		2nd Installment of 3rd Bus Purchase		440-4405-8013		7,067.36
212752	6/25/2019	6023	GOVERNMENT STAFFING SERVICES INC				5,320.00
	129277		Part Time Receptionist 4/29/19 - 5/9/		100-1010-7003		2,888.00
	129325		Part Time Receptionist 5/27/19 - 6/6/		100-1010-7003		2,432.00
212759	6/25/2019	6009	KOA CORPORATION				9,639.95
	jb83152 - 4		Capital Improvement Plan Developm		100-1405-7965		6,959.95

Council Warrant Register Over \$5000

Payment Dates: 06/12/2019 - 06/25/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
	JB93060 - 2	Duarte Stop Sign Policy		100-1405-7965		2,680.00
212762	6/25/2019	0056	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT			341,430.78
	193220CY-Bal	Balance-Sheriff Contract 3/2019		100-1205-7781	201914-Sheriff Contract-Cal VIP	20.00
	193456CY	Tobacco Enforcement 3/2019		100-1205-7781	201904-Contract Law-Tobacco Grant	3,190.19
	193457CY	Gang Suppression 3/3/2019		290-2905-7785		690.85
	193458CY	Hayden 5K 3/9/2019		100-1205-7781		1,477.60
	193459CY	Special Event Overtime 3/23/2019		100-1205-7781		494.38
	193651CY	Sheriff Contract 4/2019		100-1205-7781	201914-Sheriff Contract-Cal VIP	16,522.05
	193651CY	Sheriff Contract 4/2019		100-1205-7781		300,747.21
	193651CY	Sheriff Contract 4/2019		290-2905-7781		15,000.00
	193846CY	Tobacco Enforcement 4/2019		100-1205-7781	201904-Contract Law-Tobacco Grant	2,672.06
	193926CY	Active Shooter Training 4/6/19		290-2905-7785		616.44
212767	6/25/2019	2461	MOUNTAIN VISTA PLAZA			11,387.59
	6/2019	Public Safety Lease		100-1205-7787		11,387.59
212771	6/25/2019	5203	PTM GENERAL ENGINEERING SERVICES INC			17,123.48
	P.E. #1-60319	Sidewalk Repair		220-2205-8060		1,982.40
	Retention-60419	Retention-RO Traffic Signal		220-2205-8100	201725-Royal Oaks Signal-Capital Improvements	15,141.08
212773	6/25/2019	0904	RKA CONSULTING GROUP			11,065.00
	28737	Engineering Svcs-Connected Corrido		100-1405-7969		1,282.50
	28793	Public Works Inspection Svcs 4/2019		100-1405-7967		3,480.00
	28794	Contract Engineer 4/2019		100-1405-7969		2,400.00
	28795	Plan Check Engineering Svcs 4/2019		100-1405-7969		440.00
	28796	Engineering Consulting 4/2019		100-1405-7969		1,200.00
	28810	FY20 Landscape Lighting District 4/20		100-1405-7969		2,262.50
212774	6/25/2019	6024	RUIZ CONCRETE AND PAVING INC			5,415.00
	Payment 4	Las Lomas Sidewalk Project		470-4705-8060		5,415.00
212775	6/25/2019	0196	RUTAN & TUCKER LLP			30,283.86
	837484	General City Attorney (Retainer) 4/20		100-1015-7680		8,345.00
	837485	Telecommunications Legal 4/2019		100-1015-7686		64.50
	837488	Environmental/Stormwater (NPDES) L		100-1015-7686		21,874.36
212781	6/25/2019	5441	SILVER & WRIGHT LLP			19,845.64
	25632	2026 Broadland Legal 4/2019		100-1015-7684		3,575.20
	25632	Arberry Legal 4/2019		100-1015-7684		8,805.48
	25632	1001 Las Lomas Legal 4/2019		100-1015-7684		1,475.60
	25632	1398 Huntington Legal 4/2019		100-1015-7684	201904-Code Enforce Legal-Tobacco Grant	5,793.16
	25632	1939 Wardell Legal 4/2019		100-1015-7684		196.20
Payment Total:						1,073,010.63

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL FUND	506,252.15
220 - GAS TAX FUN	21,068.48
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	28,961.83
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	16,307.29
440 - PROPOSITION A TRANSIT FUND	495,005.88
470 - MEASURE R LR TRANSIT FUND	5,415.00
Grand Total:	1,073,010.63

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7003	Part-Time/Temp Salaries	5,320.00
100-1010-7610	Travel, Mtgs & Conf	4,457.65
100-1010-7612	Publications and Dues	170.00
100-1010-7650	Vehicle Maintenance	40.00
100-1010-7965	Professional Services	24,960.00
100-1015-7680	City Attorney Legal	8,345.00
100-1015-7684	Code Enforcement Legal	19,845.64
100-1015-7686	Other Legal Services	21,938.86
100-1020-7712	Community Information	52.76
100-1020-7715	Green Home Awards	423.64
100-1020-7724	Post Office Parking	115.00
100-1205-7615	Emergency Supplies	72.13
100-1205-7781	Contract Law Enforceme	325,123.49
100-1205-7787	Public Safety Cntr Lease	11,387.59
100-1205-7980	Other Expenses	18,087.05
100-1405-7800	Building Department Ser	28,145.13
100-1405-7965	Professional Services	9,639.95
100-1405-7967	Public Works Inspection	3,480.00
100-1405-7969	City Engineer	7,585.00
100-1405-7975	Economic Development	1,149.75
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7610	Travel, Mtgs & Conf	30.00
100-1605-7693	Youth Council	310.00
100-1605-7730	Special Events	220.74
100-1605-7733	Senior Center	169.64
100-1605-7735	Teen Center	658.82
100-1605-7736	Recreation Classes	521.18
100-1605-7741	Sports/Playground Progr	503.46
100-1610-7618	Building Supplies	1,116.56
100-1610-8100	Other Capital Improvem	914.29
100-1750	Prepaid Charges	328.30
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	304.32
100-1825-7747	Beverage Cont Recycling	397.51
100-1825-7945	Operation Of Acq Prop	83.34
100-5005	Taxable Sales	225.35
220-2205-8060	Sidewalk Improvements	1,982.40
220-2205-8100	Other Capital Improvem	15,141.08
220-2210-7812	Street Striping & Markin	3,945.00
240-2405-7890	Repairs-Traffic Signal	8,325.76
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00

Account Summary

Account Number	Account Name	Payment Amount
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
290-2905-7781	Contract Law Enforceme	15,000.00
290-2905-7785	Special Events Patrol	1,307.29
440-4405-8013	Vehicles (Capital)	495,005.88
470-4705-8060	Sidewalk/Concrete Repa	5,415.00
Grand Total:		1,073,010.63

Project Account Summary

Project Account Key	Payment Amount
None	1,011,104.19
201725-Royal Oaks Signal-Capital Improvements	15,141.08
201803-Beverage Container Recycle Program	397.51
201904-Code Enforce Legal-Tobacco Grant	5,793.16
201904-Contract Law-Tobacco Grant	5,862.25
201904-Other Exp-Tobacco Grant	18,087.05
201914-Sheriff Contract-Cal VIP	16,542.05
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	1,073,010.63



MEMORANDUM

To: Mayor and City Council

From: Larry Breceda, Public Safety Manager

Date: June 25, 2019

Subject: Notice of Completion – 2019 No Smoking Sign and Installation, Project # 19-20

RECOMMENDED ACTION

Staff recommends that the City Council authorize the notice of completion for the 2019 No Smoking Sign and Installation Project in the amount of \$19,039.

BACKGROUND

The 2019 No Smoking Sign and Installation Project was comprised of manufacturing and installing No Smoking Signs at 10 park locations. The project focused on sign installation being at the park entrances and replacing existing poles with new, rather than installing additional new poles, whenever feasible. A total of 39 signs were installed at the following park locations:

1. Glen Miller Park – 1 sign
2. Hacienda Park – 1 sign
3. Lena Valenzuela Park – 1 sign
4. Otis Gordon – 2 signs
5. Royal Oaks Park – 5 signs
6. Ayoysia Moore Park – 1 sign
7. Beardslee Park – 3 signs
8. Royal Oaks Bike Trail – 11 Signs
9. Duarte Park – 12 Signs
10. Encanto Park – 2 Signs

In addition to the above, an additional 10 signs were ordered for facilities. These 10 signs advise all patrons of Government Code Section 7597 (a) which prohibit smoking within 20 feet of Government Buildings. Facilities staff will be installing the additional signage at all City Operated Facilities.

On March 2 and March 9, 2019, the City published an invitation to bid on the 2019 No Smoking Sign and Installation Project in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On April 9th, 2019, the Duarte City Council awarded the 2019 No Smoking Sign and Installation Project to BC Traffic Specialist in the amount of \$18,820.00. A change order was made in the amount of \$219 for the additional facilities signs. This change brings the total balance to \$19,039.00.

CONCLUSION

BC Traffic Specialist has completed the 2019 No Smoking Sign and Installation Project. The final cost for the project was \$219 above the budget at \$18,820.

The 2019 No Smoking Sign and Installation Project was funded through Prop 56 Tobacco Law Enforcement Grant, under the Public Safety Account # 1205-7980 Other Expenses.

Staff recommends that the City Council motion to approve the Notice of Completion for the 2019 No Smoking Sign and Installation Project in the amount of \$19,039.00.

ATTACHMENTS:

- Attachment A – Parks Sign
- Attachment B – Facilities Sign
- Attachment C – Signs Installed at Park Locations

ATTACHMENT A

Order Layout Form	
Date: <u>04/17/2019</u> Salesperson: <u>Jaleaza</u>	Customer name: <u>BC Traffic Specialist</u> Work order #: <u>Est. # 12712</u> Account #: <u>002291</u>
Designed By: AA *Back of Sign powder coated black ☐ Customer approval: _____ (any changes once approved may incur additional charges)	
Sheeting type: <u>3M Type XI Diamond Grade</u> Substrate: <u>.080" Aluminum Grade 5052-H38</u> Overlay: <u>3M 1170 & 1160A UV & Anti-Graffiti</u> Font: <u>Helvetica</u> ☒ Standard highway color ☐ Custom color (required below) PMS color: _____	Product type: ☒ Custom sign ☐ Sign face ☐ Street name sign ☐ Stencil ☐ Standard Face appearance ☒ Single faced ☐ Double faced ☐ Logo (below) Type: _____ PMS color: _____ Production notes Face print ☒ Silk screen ☐ Digital print ☐ EC film ☐ Paint Fabrication ☐ Router ☐ Metal fab ☒ Pre fab
<i>*All colors are standard traffic colors unless requested otherwise</i>	
ARIZONA 7833 N. 106th Avenue Glendale, AZ 85307 623-931-7446 CALIFORNIA 9719 Santa Fe Springs Road Santa Fe Springs, CA 90670 562-941-4633 WASHINGTON 12015 Steele Street South Tacoma, WA 98444 253-536-7740 INFO@ZUMAR.COM ZUMAR.COM	

ATTACHMENT B

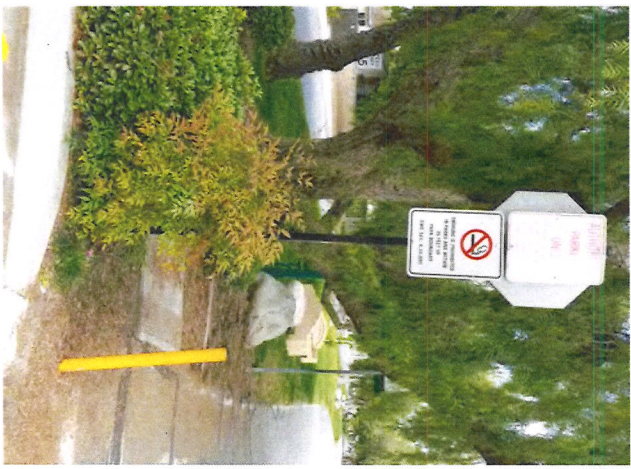
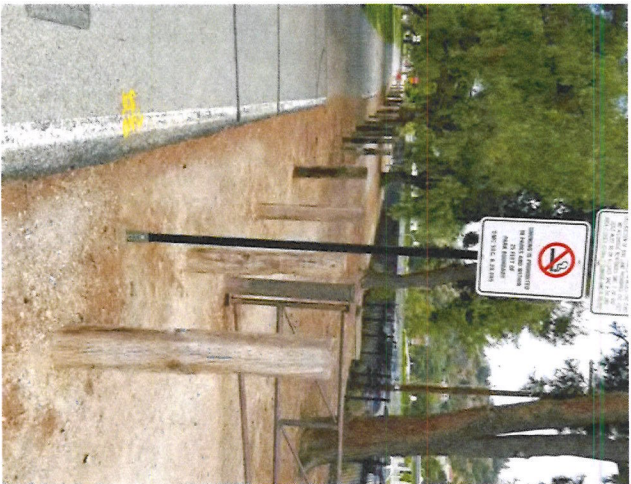
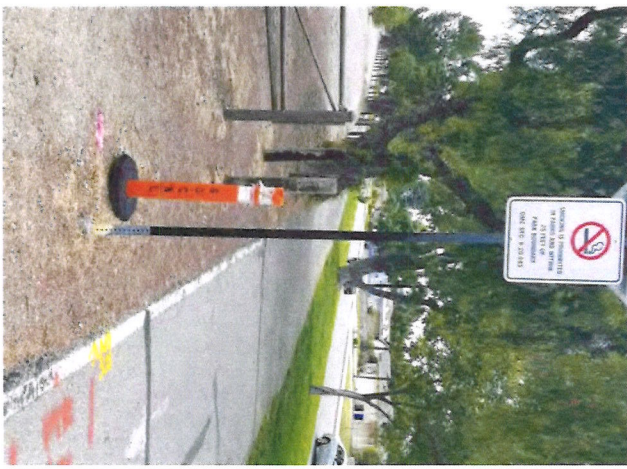
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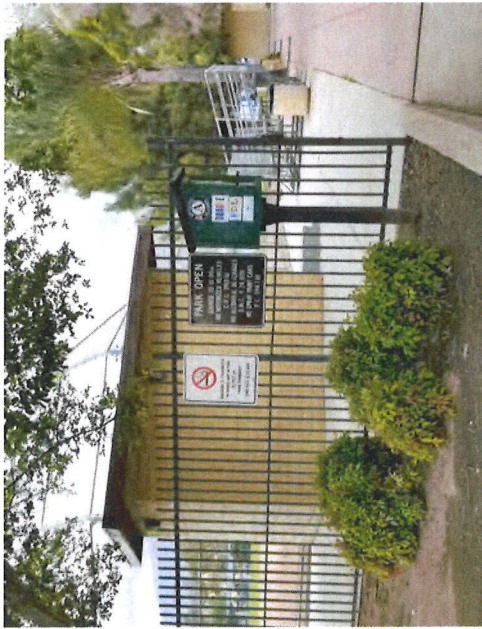
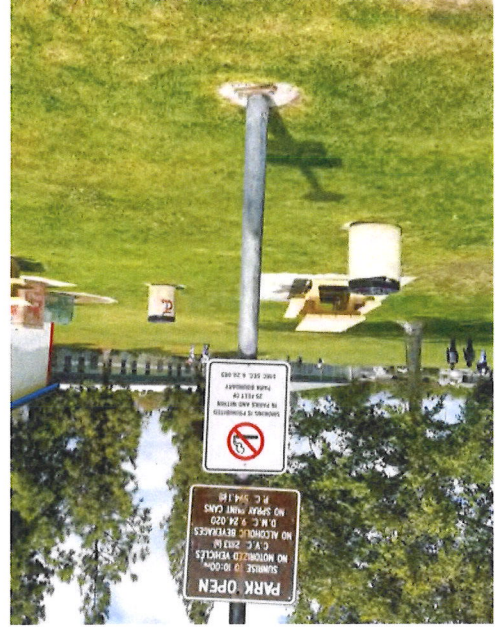
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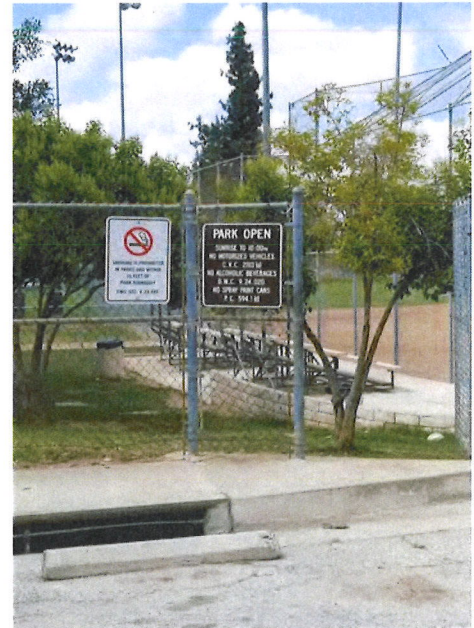
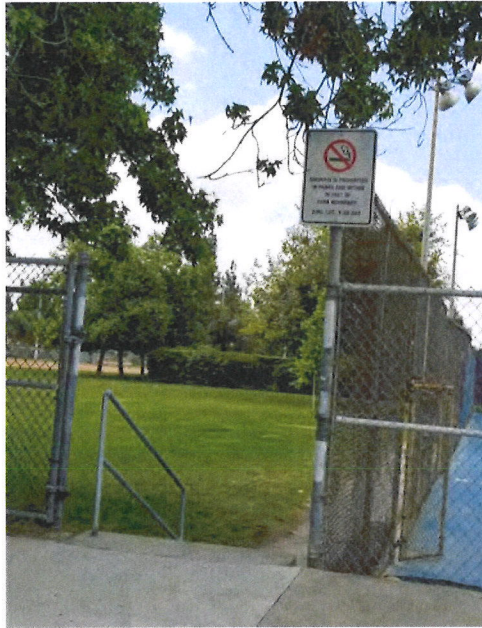
ATTACHMENT C

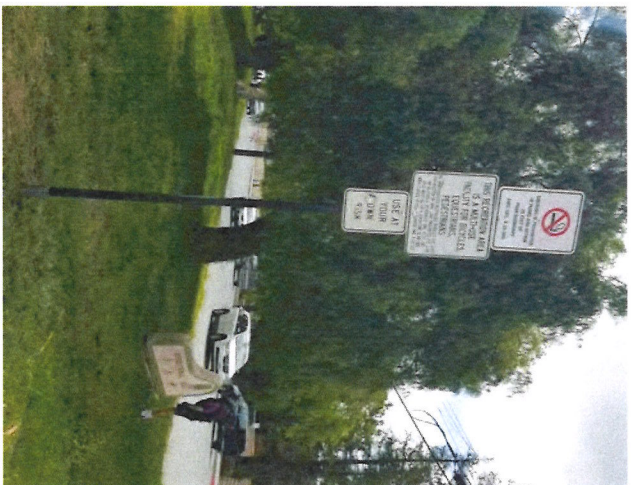












RECEIVED

JUN 12 2019

CITY OF DUARTE
COMMUNITY DEVELOPMENT



TO: CITY COUNCIL

FROM: COMMISSIONER Victor Bruno

SUBJECT: NOTICE OF ABSENCE FROM TRAFFIC SAFETY COMMISSION MEETING

DATE: 6/5/2019

REASON FOR ABSENCE:

_____ ACCIDENT _____ VACATION X OTHER*

_____ SICKNESS _____ DEATH IN FAMILY

DATE OF MEETING ABSENCE June 4, 2019

* EXPLANATION OF ABSENCE WAS WORKING LATE


SIGNATURE

ABSENCE NOTED BY CITY COUNCIL

DATE _____

City of

Duarte

DATE: 6-12-19

(Revised 3/91)

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/19

Re: Approval of Amendment No. 8 to the Services Agreement Between the City of Duarte and Levon Yotnakhparian for City Council Meeting Cable Casting/Internet Viewing

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City Amendment No. 8 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting and internet viewing services. (Attachment A)

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

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

ATTACHMENTS:

Amendment No. 8 – Attachment A

**AMENDMENT NO. 8 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN**

THIS AMENDMENT NO. 8 TO AGREEMENT (“**Amendment No. 8**”) by and between the CITY OF DUARTE, a municipal corporation (“**City**”), and LEVON YOTNAKHPARIAN, an individual (“**Contractor**”), is made and entered into as of July 1, 2019 (“**Effective Date**”).

RECITALS:

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

B. City and Contractor desire to enter into Amendment No. 8 to the Existing Agreement as set forth below.

AMENDMENT:

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

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

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

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

This Agreement shall be extended from the Effective Date and shall remain and continue in effect until June 30, 2020. This term may be extended upon execution of a written amendment between the parties.

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

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

Section 3. No Other Amendments. Except as set forth above, the Existing Agreement shall remain in full force and effect.

EXHIBIT “A”

Section 4. Effective Date. The Effective Date of this Amendment No. 8 shall be July 1, 2019.

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

CONTRACTOR

Date: _____

By: _____
Levon Yotnakhparian

CITY OF DUARTE

Date: _____

By: _____
Darrell J. George, City Manager

ATTEST:

Marla Akana, City Clerk

APPROVED AS TO FORM:

David Cosgrove, City Attorney

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/19

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

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City the Building Sub-Lease Agreement in the amount of \$500 per month with the Duarte Chamber of Commerce effective July 1, 2019.

Background: For over four decades, the City of Duarte has entered into lease agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. The last agreement executed between the two entities was for the period of July 1, 2018 to June 30, 2019 for a sub-lease on 1,674 sq. ft. of space at the location of 1735 Huntington Drive. **The monthly lease cost was \$400 per month.**

Discussion: The City of Duarte is proposing to again sub-lease 1,674 sq. ft. of space to the Duarte Chamber of Commerce at the location of 1735 Huntington Drive. Highlights of the Tenant's responsibilities under the sub-lease include a monthly lease payment that will increase during the new term from \$400 to \$500 per month; payment of all utility charges; maintenance of million-dollar insurance coverage policies in the areas of liability, property and worker's compensation, and a one-year term to coincide with the Services Agreement approval process. Chamber also continues to acknowledge and agree that they shall not have designated spaces in the adjoining parking lot and shall share both on- and off-street parking. To the extent the Chamber and their guests use any available on-street parking, they shall comply with all applicable City of Duarte parking regulations.

Fiscal Impact: The Sub-Lease Agreement for 2019-20 is set at a monthly rate of \$500 per month generating approximately \$6,000 in annual revenue.

ATTACHMENTS:

Attachment A - Chamber Sub-Lease Agreement 2019-20

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

THIS BUILDING SUB-LEASE ("Lease") is made and entered into as of July 1, 2019 ("Effective Date") by and between the City of Duarte, a municipal corporation (hereinafter "Landlord" or "City"), and Duarte Chamber of Commerce, a non-profit California corporation ("Tenant").

RECITALS:

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

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

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

SUB-LEASE:

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

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

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

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

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

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

ARTICLE 2 TERM

2.1 Commencement and Duration. The term ("Term") of this Sub-Lease shall commence as of July 1, 2019 and shall continue thereafter for a one (1) year term, terminating (unless sooner terminated by the terms of this Sub-Lease or by operation of law), on June 30, 2020.

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

ARTICLE 3 RENT

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

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

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

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

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

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

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

ARTICLE 4 INDEMNIFICATION & LIENS; INSURANCE

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

4.2 Insurance.

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

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

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

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

ARTICLE 5 USE OF THE PREMISES

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

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

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

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

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

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

ARTICLE 6 DAMAGE OR DESTRUCTION

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

ARTICLE 7 ASSIGNMENT AND SUBLETTING

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

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

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

ARTICLE 8

PERFORMANCE OF TENANT'S COVENANTS

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

8.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

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

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

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

Materials" shall mean (a) any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), (b) petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited, or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources, and (c) mold.

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

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

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

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

or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

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

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

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

(c) The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "Assignee"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the

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

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

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

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

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

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

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

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

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Sub-Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord

or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

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

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

ARTICLE 12. ENTRY BY LANDLORD

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

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that there are no on-site parking spaces for use by Tenant or Tenant's invitees, guests, and visitors. Tenant and all of Tenant's invitees, guests, and visitors shall be required to park in on-street public parking spaces. Landlord makes no representation or warranty as to the availability of street parking for use by Tenant's invitees, guest, and visitors. Landlord hereby grants a license to Tenant to use two (2) on-street parking spaces that shall be designated by Landlord [the identification that the two (2) spaces are for Tenant's use shall be by appropriate signage, curb paint, or striping, or a combination of some or the foregoing]. Landlord shall locate these two (2) on-street spaces so that Tenant may park their vehicles within reasonably close proximity to the Property. The two (2) spaces may be on the same side of the street as the Property or may be on the opposite side of the street from the Property, or one space may be on one side of the street and the second space located the other side of the street. Landlord may relocate one or both of these two (2) parking spaces from time to time as it deems necessary provided the relocated space(s) are similarly within a reasonably close proximity to the Property. Landlord may prohibit the use of one or both of the two (2) designated spaces during certain times as Landlord reasonably determines as necessary for street

sweeping purposes, for emergencies, or similar reasons. Tenant shall receive only a license to use the two (2) parking spaces described above and shall not by this Section 13.1, or anything else in this Lease, obtain a leasehold interest in, or any possessory right to, the two (2) designated on-street parking spaces described above. Tenant and Tenant's invitees and members of the public shall comply with all applicable City parking regulations.

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

ARTICLE 14 REPAIRS AND MAINTENANCE

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[END—SIGNATURE PAGE FOLLOWS]

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

CITY OF DUARTE

Tzeitel Paras-Caracci, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, President/CEO

Exhibit A

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Date (For reference only): February 8, 2017

Alan and Joan Djanogly

("Landlord") and

City of Duarte a California municipal corporation

("Tenant") agree as follows:

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

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

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

3. **BASE RENT:**

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

- ☒ (1) \$ 1,600.00 per month, for the term of the agreement.
- ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- ☐ (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
- ☐ (4) In accordance with the attached rent schedule.
- ☐ (5) Other: _____

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

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

4. **RENT:**

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
- B. Payment: Rent shall be paid to (Name) Ludecke Property Mgmt Inc at (address) 20 E Foothill Blvd, Suite 105, Arcadia CA 91006, or at any other location specified by Landlord in writing to Tenant.
- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

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

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

6. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord \$ 1,600.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (AL) (_____)

Tenant's Initials (AS) (_____)

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CL REVISED 12/15 (PAGE 1 of 6)



COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

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

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

Phone: 626.445.0123/207

Fax: 626.445.9612

1735 Huntington

7. PAYMENTS:

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

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____
14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____
OR B. ☒ (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as _____.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (a) (_____)Tenant's Initials (JS) (_____)

Date February 8, 2017

Premises: 1735 Huntington Dr, Duarte CA 91010

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.
- All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, ~~Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured.~~ Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (Signature) () ()

Tenant's Initials (Signature) () ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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1735 Huntington



Subtenant
chamber
City's
chamber

N/A

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

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

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

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

Landlord's Initials JS (_____)

Tenant's Initials (_____) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

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

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

Landlord: Ludecke Property Mgmt
20 E Foothill Blvd Suite 105
Arcadia CA 91006

Tenant: _____

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

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

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

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

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

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

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

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

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

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

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

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

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

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

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

Landlord's Initials AL () ()

Tenant's Initials JS () ()

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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1735 Huntington



Premises: 1735 Huntington Dr, Duarte CA 91010

Date February 8, 2017

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

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

(Print name) Chad G City Duarte State CA Zip 91010
Address 1600 Huntington Drive

Tenant Chad G Date 3/1/17

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

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

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

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

Landlord [Signature] Date 2/22/17
(owner or agent with authority to enter into this agreement)
Address 2013 Foothill Blvd Ste 105 City Arcadia State CA Zip 91006

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

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

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

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

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

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

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

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

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

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

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

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CLCA 11/16 (PAGE 1 OF 1)

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

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

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Phone: 626.445.6123x207

Fax: 626.445.9612

1735 Huntington



OPTION(S) TO EXTEND STANDARD LEASE ADDENDUM

Dated February 8, 2017

By and Between (Lessor) Alan and Joan Djanogly

By and Between (Lessee) City of Duarte

1735 Huntington Dr
Address of Premises: Duarte Ca 91010

Paragraph 2c

A. OPTION(S) TO EXTEND:

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

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

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

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

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

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

- ☐ I. Cost of Living Adjustment(s) (COLA)
a. On (Fill in COLA Dates):

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

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

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

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

AL

INITIALS

PAGE 1 OF 3

JD
INITIALS

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FORM OE-4-04/14E

Century 21 Ludecke, 20 E. Foothill Blvd. STE: 105 Arcadia, CA 91006
Phone: 626.445.0123/207 Fax: 626.445.9612 Century 21 Ludecke

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The New Base Rent shall be:

\$2,000.00
\$2,050.00
\$2,122.00

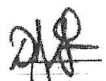
☐ **IV. Initial Term Adjustments.**

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


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INITIALS

FORM OE-4-04/14E

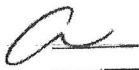
B. NOTICE:

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

C. BROKER'S FEE:

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

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


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INITIALS

FORM OE-4-04/14E

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council

From: Karen A. Herrera, Deputy City Manager

Date: 6/19/19

Re: Approval of Annual Duarte Chamber of Commerce Services Agreement 2019-20

Recommendation: City Staff is recommending that the City Council approve and authorize the City Manager to execute on behalf of the City the 2019-20 *Services Agreement in the amount of \$45,100* with the Duarte Chamber of Commerce.

Background: For over four decades, the City of Duarte has entered into service agreements with the Duarte Chamber of Commerce to work in support and promotion of the Duarte business community. Historically, the Chamber has faithfully, and with good results executed these services outlined in the agreement.

Discussion: For the upcoming year, the City Council has budgeted \$45,100 toward the Chamber's budget. For this contribution, the Chamber will continue its primary focus on business retention, job development and increasing overall Chamber membership and assume the following additional expenses:

- Increase in monthly rent from \$400 to \$500
- Pay utility costs as outlined in the sub-lease agreement

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

Traditional Services, performed include but are not limited to:

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

Fiscal Impact: The Services Agreement is in the amount of \$45,100. The appropriation of funds to City Account #1020-7710 for \$45,100 was adopted as part of the FY 2019-20 budget workshop process. The Chamber will be paid in two installments; one prior to July 30th and the other prior to January 30, 2020.

ATTACHMENT: Attachment A - Chamber Services Agreement 2019-20

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

This Services Agreement is made and entered into as of July 1, 2019 ("Effective Date"), by and between the City of Duarte, California, a municipal corporation (hereinafter referred to as "City"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber").

RECITALS:

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

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

AGREEMENT:

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

1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period July 1, 2019 through June 30, 2020 ("Agreement Term"). The City shall pay the Chamber the sum of \$45,100 ("Compensation") for the Agreement Term for the services set forth herein. The Compensation shall be paid in two installments; the first by July 30, 2019 and the second by January 30, 2020.

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

2. SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DUARTE

Tzeitel Paras-Caracci, Mayor

ATTEST:

Marla Akana, City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, President/CEO

Exhibit A

City of Duarte and the Duarte Chamber of Commerce Services Agreement

Business Development/Economic Development Component

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

MEMORANDUM

TO: Darrell George, City Manager

FROM: Kristen Petersen, Assistant City Manager

DATE: June 25, 2019

**SUBJECT: RESOLUTION ESTABLISHING A SALARY SCHEDULE FOR
UNREPRESENTED REGULAR EMPLOYEES**

Background

The City has five “groups” of employees: the Supervisory and Professional Unit (governed by an MOU), the General Unit (governed by an MOU), the City Manager (governed by a contract), part-time temporary employees (governed by one resolution), and Unrepresented Employees. The Unrepresented Employees are bound by the policies established by the City’s Personnel Rules & Regulations and the Compensation Resolution, which is typically adopted by the Council on an annual basis.

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

This year’s compensation includes a 3.2 percent base salary increase and language that explains that as of January 1, 2020, the City will increase its contribution to healthcare up to an additional 5%. This is consistent with the terms of the MOU negotiated with the other City employees.

Recommendation

It is recommended that the City Council approve Resolution No. 19-13, rescinding Resolution No. 18-21 and establishing a salary schedule and compensation plan for unrepresented regular employees.

RESOLUTION NO. 19-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
RESCINDING RESOLUTION NO. 18-21 AND ESTABLISHING A
SALARY SCHEDULE AND COMPENSATION PLAN FOR
UNREPRESENTED REGULAR EMPLOYEES**

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

SECTION 1. DEFINITIONS

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

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

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

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$13,011	\$13,475	\$13,937	\$14,397	\$14,859	\$15,320	\$15,783
	Yr	\$156,132	\$161,700	\$167,244	\$172,764	\$178,308	\$183,840	\$189,396
	Hr	\$75.06	\$77.74	\$80.41	\$83.07	\$85.72	\$88.38	\$91.05

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$7,149	\$7,419	\$7,684	\$7,951	\$8,219	\$8,486	\$8,752
	Yr	\$85,788	\$89,028	\$92,208	\$95,412	\$98,628	\$101,832	\$105,024
	Hr	\$41.25	\$42.80	\$44.34	\$45.84	\$47.42	\$48.95	\$50.50

SECTION 2. PERFORMANCE INCENTIVE PAY

The City agrees that the unrepresented regular employees are authorized to develop an appropriate performance incentive program for inclusion in a future compensation resolution.

SECTION 3. BILINGUAL PAY

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

SECTION 4. 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 \$350 per month.

SECTION 5. 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 6. 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:
- 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 contract, 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 7. BEREAVEMENT LEAVE

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

SECTION 8. HOLIDAYS

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

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

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

SECTION 9. 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 10. 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 11. 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 12. 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 amounts:

	Full Time Employees	¾ Time Employees
Employee Only	100% Kaiser Premium	75% Kaiser Premium
Employee + One	100% Kaiser Premium	75% Kaiser Premium
Employee + Two or More	100% Kaiser Premium	75% Kaiser Premium

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

Effective January 1, 2020, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2019.

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

	Full Time Employees	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.

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

SECTION 13. DENTAL INSURANCE

The City will contract for dental insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

SECTION 14. VISION INSURANCE

The City will contract for vision insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

SECTION 15. 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 (¾) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 16. SHORT AND LONG TERM DISABILITY INSURANCE

The City will contract for short and long-term disability insurance for full and three-quarter (¾) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

SECTION 17. EMPLOYEE ASSISTANCE PROGRAM

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

SECTION 18. FITNESS CENTER MEMBERSHIP

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

SECTION 19. FLEXIBLE SPENDING ACCOUNTS

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

SECTION 20. DEFERRED COMPENSATION PROGRAM

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

SECTION 21. 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 22. TUITION REIMBURSEMENT PROGRAM

- A. Regular employees are eligible to be reimbursed for 75% of the cost of college accredited academic courses, not to exceed \$3,000 for full-time employees or \$2,300 for three-quarter (¾) time employees, during any fiscal year. Exceptions to these limits may be authorized at the discretion of the City Manager, contingent on the availability of funds.
- B. Courses must relate to the employee's job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities that offer accredited course work transferable to other academic institutions. Courses must be taken on the employee's own time unless otherwise authorized by the department head and the City Manager.
- C. Prior to enrolling in each course, semester, or quarter, an employee must first secure department head approval that the coursework is job-related and then submit to the City Manager a memo request for approval, along with the proposed expenditure estimate. The City Manager, in conjunction with the department head, will provide written approval or rejection of the request.
- D. Within thirty (30) days of receipt of a passing grade, the employee must submit proof of a "C," "pass," or other appropriate notice of successful course completion, along with an expenditure claim and receipts for tuition, books, parking, or other required course materials.

SECTION 23. 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 24. SEVERANCE PAY

When a regular full-time employee is laid off, and when that employee's service is deemed to have been satisfactory, 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 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, 2019. 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, 2019.

Mayor Tzeitel Paras Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 19-13 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, 2019 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO.

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

WHEREAS, the Duarte Route 66 Parade Committee will be sponsoring Duarte's Annual Route 66 Parade on Saturday, September 28, 2019; and

WHEREAS, the Parade route will travel along Huntington Drive; and

WHEREAS, to ensure adequate safety for Parade participants and the general public, the Mount Olive off-ramp of the 210/605 Freeways will need to be detoured; and

WHEREAS, the State Department of Transportation (Caltrans) requires the City to accept liability and maintenance for detoured traffic;

NOW, THEREFORE, the City Council of the City of Duarte, California, hereby supports the Duarte Route 66 Parade, and agrees to accept liability and maintenance for detoured traffic from the Mount Olive off-ramp.

PASSED, APPROVED, and ADOPTED this 25th day of June, 2019.

Mayor Tzeitel Paras-Caracci

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

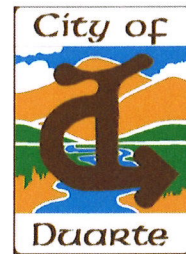
I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 19-14 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 25th day of June, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



AGENDA MEMO

TO: DUARTE CITY COUNCIL
FROM: Brian Villalobos, Director of Public Safety
DATE: June 25, 2019
SUBJECT: Approval of Extension of Public Safety Department Lease

SUMMARY: The City of Duarte's Public Safety Department has been located at 1042 Huntington Drive, Duarte, since 1995. The office has approximately 4,580 square feet and houses 16 deputies, 1 probation officer, 3 code enforcement officers, 2 animal control officers, 8 community service officers, 1 crime prevention specialist, 1 outreach coordinator, 1 administrative secretary, 1 receptionist, and 1 student intern. There have been numerous extensions to the original lease and staff has negotiated another five year extension with Mountain Vista Plaza (MVP, LLC as landlord). The terms are from July 1, 2019, to June 30, 2024, with a base rate of \$8,300 triple net and 4% increases thereafter commencing July 1, 2020. The City of Duarte will receive a one-time credit of \$3,000 against its base rent in both August and September, 2019.

RECOMMENDATION: Staff recommends that the City Council approve the lease extension to continue to provide Public Safety Services out of 1042 Huntington Drive in Duarte.

FISCAL IMPACT: City Council approved \$120,000 for the Public Safety Lease (account #1205-7787) in the 2019/2020 budget.

April 23, 2019

Mr. Darrell George
City Manager
City of Duarte
1600 Huntington Drive
Duarte, California 91010

RE: Extension of Lease between MVP, LLC as Landlord and the City of Duarte as Tenant covering the premises located at 1042 Huntington Drive, Duarte, California 91010.

Dear Darrell:

This letter will serve to confirm the extension of your Lease for an additional 5-year period from July 1, 2019 through June 30, 2024. The monthly rental rate for this Extension Period shall be as follows:

July 1, 2019 – June 30, 2020: \$8,300 Triple Net

Annual 4% increases thereafter commencing July 1, 2020.

Tenant shall receive a \$3,000 credit against its Base Rent in August 2019 and in September of 2019.

Either party shall have the right at any time to early terminate the lease by providing twelve months prior written notice, provided, however, that said twelve month notice may not be given any earlier than June 30, 2020 with the effective date of said early termination to be no earlier than June 30, 2021.

All other terms and conditions shall be in accordance with your lease, including but not limited to the continued payment of Triple Net Charges/Adjustments throughout the term.

This letter shall not have any binding or other effect on any party unless it is fully executed.

The Parties hereto have executed this document on the date below written. The undersigned all represent and warrant that they have the legal authority to grant and execute this document on behalf of the Parties to the lease, whether the Parties are individuals, partnerships, corporations, limited liability companies or other entities. Delivery of a signature on the document, whether as an original, by facsimile or electronically, shall constitute a valid and enforceable signature.

Kind Regards.

MVP, LLC

CITY OF DUARTE

By: _____
Robert Piken Date
Manager

By: _____
Darrell George, Authorized Signatory Date

By: _____
Randal Johnson Date
Manager

/s/leasduar



AGENDA MEMO

TO: DUARTE CITY COUNCIL

FROM: Brian Villalobos, Director of Public Safety

DATE: June 25, 2019

SUBJECT: Approval of the Municipal Law Enforcement Services Agreement and Service Level Authorization

SUMMARY:

The Municipal Law Enforcement Services Agreement (MLESA) will expire on June 30, 2019. The MLESA is a five year agreement by and between the County of Los Angeles and the City of Duarte, for the performance of municipal law enforcement services by the Los Angeles County Sheriff Department. If approved the MLESA will remain in effect from July 1, 2019, to June 30, 2024. This agreement must be approved by July 1, 2019, in order for services with the Los Angeles County Sheriff Department to remain in place.

The Service Level Authorization (SH-AD 575) is an annual form that must be approved by July 1, 2019, to confirm the level of service provided by the Los Angeles County Sheriff Department. There are currently no requested changes to the level of service provided and the City will continue to receive the services of the following: one school resource deputy, two special assignment deputies, one motor deputy, one 24/7 day a week crime car, one 24/7 day a week traffic car, and two 40 hour 5 days a week overlap cars.

RECOMMENDATION:

It is staff recommendation that the City Council approves the Municipal Law Enforcement Services Agreement (MLESA) and the Service Level Authorization form (SH-AD 575) to continue law enforcement services with the Los Angeles County Sheriff Department.

FISCAL IMPACT:

The City Council approved the 2019/2020 fiscal year budget at the regularly scheduled City Council meeting held on June 11, 2019. Approved at that time was the Contract Law Enforcement budget (account #1205-7781) in the amount of \$4,113,000.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DUARTE**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DUARTE**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Duarte ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Duarte
Attn:
Address: 1600 Huntington Drive, Duarte, CA 91010
Phone #: 626-357-7931

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

- 11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.
- 11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF DUARTE**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF DUARTE

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: DuarteFISCAL YEAR: 2019-2020EFFECTIVE DATE: 7/1/2019

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	40-Hour Unit	306	2.00	2.00	0.00	\$ 305,074.00	\$ 610,148.00	\$ 67,116.28	\$ 677,264.28	2,086	4,172	250,320	2.332
Deputy Sheriff	56-Hour Unit	307	5.75	5.75	0.00	\$ 427,104.00	\$ 2,455,848.00	\$ 270,143.28	\$ 2,725,991.28	2,920	16,790	1,007,400	9.384
Special Assignment Deputy	Non-Relief	310	1.00	1.00	0.00	\$ 277,340.00	\$ 277,340.00	\$ 30,507.40	\$ 307,847.40	1,789	1,789	107,340	1.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/ LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Grant Special Assignment Deputy	Non-Relief	386	2.00	2.00	0.00	\$ 187,904.00	\$ 375,808.00	\$ 41,338.88	\$ 417,146.88	1,789	3,578	214,680	2.000
Grant Motor Deputy	Non-Relief	385	1.00	1.00	0.00	\$ 204,614.00	\$ 204,614.00	\$ 22,507.54	\$ 227,121.54	1,789	1,789	107,340	1.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

Estimated Cost for Service Units: \$ 3,923,758.00 Total Liability (11%): \$ 431,613.38 Estimated Subtotal: \$ 4,355,371.38
 Public Safety Equipment Cost (See page 3): \$ 6,335.00
Estimated Total Annual Cost: \$ 4,361,706.38

*The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.
 Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.*

LASD Approval By:

Report Prepared By:

UNIT COMMANDER NAME

SIGNATURE

DATE

Rudy Sanchez
SERGEANT5/21/2019
DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

Processed at CLEB By:

CITY OFFICIAL NAME

SIGNATURE

DATE

SERGEANT

DATE



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: Duarte Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	1.00							1				1
40-Hour Unit	2.00		1	1								2
56-Hour Unit	5.75	1	1	1	1	1	0.75					5.75
70-Hour Unit	0.00											0
Motor (Non-Relief)	0											0
DEPUTY BONUS												
Non-Relief	0											0
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	2							2				2
Bonus I	0											0
Motor (Non-Relief)	1							1				1
Routine City Helicopter Billing Agreement YES ☐ NO ☒ License Detail - Business License & Renewal Applications YES ☐ NO ☒ License Detail - Acts on Violations Observed within the City YES ☐ NO ☒ S.T.A.R. Deputy Program YES ☐ NO ☒ Other Supplemental Services YES ☒ NO ☒												

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

Sworn							
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	0	0	1,789	20,962	5,367	28,118
Minutes	0	0	0	107,340	1,257,720	322,020	1,687,080
Personnel	0.000	0.000	0.000	1.000	11.716	3.000	15.716

Civilian			
	SSO	LET/CSA/CA/PCO	Clerical
Hours	0	0	0
Minutes	0	0	0
Personnel	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
SMS DEPLOYMENT CONTRACT UPDATED:	YES ☐	NO ☐	N/A ☐
MINUTE PROGRAM IN RAPS UPDATED:	YES ☐	NO ☐	N/A ☐

Initials
 City Official: _____
 Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Duarte FISCAL YEAR: 2019-2020

START-UP VEHICLE

VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT

MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST
MDC Data & Maintenance Only	Year 3+	NEW	1	\$ 1,685.00	\$ 1,685.00

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR System 5th Year	Year 5	NEW	1	\$ 4,650.00	\$ 4,650.00

Total Public Safety Equipment Cost: \$ 6,335.00

Initials

City Official: _____

Unit Commander: _____

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

Liability Rate: 11.0%

DSSU Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324

DSSU Bonus I Rates

Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303

Growth/Grant Deputy Rates

Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385

Supplemental Rates

Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT MASTER RATE SHEET

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$ 86,906.58	378
B/W Tahoe	2019-2020	\$ 85,155.98	399
B/W Motorcycle	2019-2020	\$ 44,988.18	381
Solid Patrol Vehicle	2019-2020	\$ 81,417.79	NEW
Solid Sedan	2019-2020	\$ 48,384.52	379
CSA/SSO Sedan	2019-2020	\$ 64,661.60	NEW
K-9 Vehicle	2019-2020	\$ 87,811.35	NEW

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$ 13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$ 7,378	376D
MDC Data & Maintenance Only	Year 3+	\$ 1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	NEW
ALPR System 2nd Year	Year 2	\$ 4,650	NEW
ALPR System 3rd Year	Year 3	\$ 4,650	NEW
ALPR System 4th Year	Year 4	\$ 4,650	NEW
ALPR System 5th Year	Year 5	\$ 4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

- 1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

- 2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.
- 2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.
- 2.3 The Equipment shall not be used or operated as follows:
 - 2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

- 3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.
- 3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.
- 3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.



MEMORANDUM

TO: Mayor and City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

DATE: June 19, 2019

SUBJECT: Transportation Services Agreement with Monrovia Unified School District for Supervised Park Program

RECOMMENDATION:

Staff recommends the Duarte City Council authorize the City Manager to execute a Transportation Services Agreement with the Monrovia Unified School District for all Supervised Parks special summer events.

BACKGROUND

Traditionally during the summer months, the Parks and Recreation department would coordinate with our own Transit department to provide weekly shuttling service for all summer special events planned for our four Supervised Park locations. Those four locations include, Beardslee, Encanto, Royal Oaks and Otis Gordon Parks. With the implementation of our new Ebus system being powered by Foothill Transit, we now need to contract outside transportation service to shuttle our youth participants to various city facilities for these special summer events. This summer's events include:

Event	Date	Time	Location
Dance Jam	June 26 th	1:30pm – 3:00pm	Duarte Community Center
Touch-A-Truck	July 10 th	1:00pm – 3:00pm	Encanto Park
"Splashtacular" Water Carnival	July 17 th	1:30pm – 3:00pm	Fitness Center Pool
A Day at the Teen Center	July 24 th	1:00pm – 3:00pm	Duarte Teen Center

FISCAL IMPACT

This is a preplanned budgeted expense for the department. The rates outlined in the agreement by Monrovia Unified School District are as follows:

Bus Driver	\$48 per hour
Fuel and Bus	\$2.50 per mile

**TRANSPORTATION SERVICES AGREEMENT
BETWEEN MONROVIA UNIFIED SCHOOL
DISTRICT AND CITY OF DUARTE**

1. **THIS AGREEMENT** ("Agreement") is made and entered into as of June 26, 2019, by and between the MONROVIA UNIFIED SCHOOL DISTRICT, whose address is 325 East Huntington Drive, Monrovia CA. 91016, a California public educational agency, hereinafter referred to as "MONROVIA USD", and the CITY OF DUARTE, a municipality organized and existing under the laws of the State of California, whose address is 1600 Huntington Drive, Duarte CA 91010, hereinafter referred to as "City", (MONROVIA USD and City are also jointly referenced as "the Parties").

RECITALS

WHEREAS, The City is interested in providing transportation services to participants for their Park and Recreation summer program, and is empowered to enter into agreements with a provider for such services; and

WHEREAS, The Monrovia USD is a local public educational agency with statutory authority to provide transportation and related services, and to enter into contract for providing transportation to the City of Duarte Parks and Recreation Department; and

WHEREAS, It is the mutual benefit of Monrovia USD and the City of Duarte to join together to enter into this Agreement to accomplish the purpose of transportation services for the City

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY PUBLIC AGENCIES, each of the parties hereto does agree as follows:

I. SERVICES TO BE PROVIDE BY MONROVIA UNIFIED SCHOOL DISTRICT

- A. Monrovia USD agrees to provide and make available to City the following transportation services:
 - 1. Transportation services for the City of Duarte Parks and Recreation Department for their summer program. The detail runs are listed on Appendix A.
 - 2. Transportation services for any advance request from City that the Monrovia USD could accommodate and the City is willing to pay for such service that are not included under item 1.
- B. Monrovia USD will provide administrative support for the program, coordinate and be available to and assist City in regards to transportation and related services as needed.

II. PAYMENT AND CONSIDERATION

- A. Monrovia USD shall invoice City for the services, and City agrees to remit payment to Monrovia USD within 30 days of receipt of invoices.
- B. Invoicing shall be for curbside transportation services starting from the Monrovia USD Transportation Department located at 124 S. Madison Ave,

Monrovia, CA 91016. Bus Drivers time includes the daily bus safety inspection prior to start of service and bus cleaning at the end of service.

- a. Bus Driver: \$ 48 per hour
- b. Fuel and bus \$ 2.50 per mile

- C. Invoicing for additional service and activities trips shall be submitted separately and Monrovia USD will bill the City at the above listed rate.

III. TERM OF THE AGREEMENT AND TERMINATION

- A. Transportation services provided under this Agreement shall commence on June 26, 2019 and end on July 31, 2019.
- B. In the event either party on this Agreement (the "Breaching Party") fails to perform pursuant to the terms of this Agreement, then the other party (the "Non-Breaching Party") shall give written notice to the Breaching Party setting forth in detail the nature of the alleged breach and required cure under this Agreement. The Breaching Party shall then have ten (10) calendar days from the receipt of such written notice to cure. If the Breaching Party fails to cure and perform as required under this Agreement within the ten (10) day period, the Non Breaching Party may terminate the Agreement by written notice.
- C. Either party may terminate this Agreement with a thirty (30) days advance written notice to the other party.

IV. CITY RESPONSIBILITY

- A. The City will recruit the participants for their program and provide the schedule and pick-up and drop-off location to Monrovia USD.
- B. The City will inform Monrovia USD regarding any schedule changes and/or modifications to their pick-up or drop-off locations.

V. ASSIGNS

This Agreement shall not be assignable except with the prior written consent of both parties.

VI. SEVERABILITY

- A. Should any portion, term, condition, or provision of this Agreement be determined pursuant to Section VIII to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions, shall not be affected thereby.

VII. INTERPRETATION

- A. This Agreement reflects an amicable, voluntary instrument, negotiated at arms-length and without undue influence, pressure or coercion. It is to be

interpreted without regard to the drafter of the Agreement as a whole or any particular term.

- B. All terms of this Agreement are to be given their plain and ordinary meaning, with contract rules of interpretation under California law to be applied.

VIII. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for all litigation relative to this Agreement shall be exclusively in Los Angeles County.

VIII. Indemnification. Monrovia USD shall indemnify, save, and hold harmless City and its council members, its officers, agents, consultants and employees (“indemnitee(s)”) of and from any and all liabilities, claims, debts, damages, losses (including legal costs and attorney’s fees), demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of or incident to any intentionally wrongful, or negligent acts, errors or omissions of Monrovia USD, its officers, employees or agents in the performance of the Services required by this Agreement.

City shall indemnify, save, and hold harmless Monrovia USD and its board members, its officers, agents, consultants and employees (“indemnitee(s)”) of and from any and all liabilities, claims, debts, damages, losses (including legal costs and attorney’s fees), demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of or incident to any intentionally wrongful or negligent acts, errors or omissions of City, its officers, employees or agents in the performance of the Services required by this Agreement.

X. DISPUTE RESOLUTION

- A. **In the event of any dispute between Monrovia USD and City relating to or in any way arising out of this Agreement, including (but not limited to) interpretation and performance, Monrovia USD and City agree to resolve the dispute pursuant to binding arbitration before JAMS, with a waiver of rights of appeal, civil jury or judge trial, or other forum, rights or proceedings.**
- B. **Any dispute resolution before JAMS shall be pursuant to binding resolution under such procedures as the parties may agree, or failing such agreement, pursuant to the then existing JAMS rules and procedures. Each side shall initially bear its own legal fees and costs. The Arbitrator shall award legal fees and costs, as well as JAMS expenses and Arbitrator fees and costs, to the prevailing party.**
- C. **The final Award of the Arbitrator shall be subject to confirmation before any Court in the State of California as a judgment, fully enforceable pursuant to its terms.**

IX. EXECUTION

- A. Monrovia USD and City represent and warrant that all required steps and processes for formal approval and execution of this Agreement have been undertaken
- B. The signatories below are authorized to sign on behalf of the entities represented.

MONROVIA UNIFIED SCHOOL DISTRICT

By: _____
Name: Katherine Thorossian
Title: Superintendent

Date: _____

CITY OF DUARTE

By: _____
Name: _____
Title: _____

Date: _____

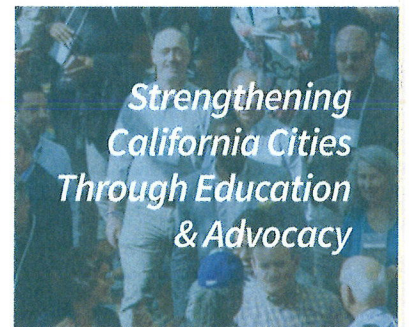
MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: June 20, 2019
SUBJECT: Conference Attendance – City Council Meeting of June 25, 2019

League of California Cities
Annual Conference & Expo
October 16-18, 2019
Long Beach

Registration: \$550 through 8/14/19 - \$600 after 8/14/19
Hotel: \$199 – 239 per night

ANNUAL CONFERENCE & EXPO | 2019



*Strengthening
California Cities
Through Education
& Advocacy*

www.cacities.org/AC

 Check out our mobile app

 facebook.com/leagueofcacities

 @CaCities

OCTOBER 16–18, 2019

LONG BEACH CONVENTION CENTER

Early Bird Registration Deadline: August 14, 2019

Housing Deadline: September 24, 2019

Pre-Registration Deadline: October 2, 2019

PROGRAM AT A GLANCE:

Wednesday, October 16

8:00 a.m. – 6:00 p.m.	Registration Open
8:30 a.m. – 1:00 p.m.	City Clerks Workshop (additional registration required)
9:00 – 11:00 a.m.	Policy Committees; AB 1234 Ethics Training
11:00 a.m. – 12:00 p.m.	Department Business Meetings
11:30 a.m. – 1:15 p.m.	Regional Division Lunches
12:45 – 1:15 p.m.	First Time Attendee Orientation
1:30 – 3:30 p.m.	Opening General Session
3:45 – 5:00 p.m.	Concurrent Sessions
5:00 – 7:00 p.m.	Grand Opening Expo Hall & Host City Reception (exhibitor exclusive; no competing events)
7:00 – 10:00 p.m.	CitiPAC Leadership Reception

Thursday, October 17

7:00 a.m. – 4:00 p.m.	Registration Open
8:15 – 9:30 a.m.	Concurrent Sessions
9:00 a.m. – 4:00 p.m.	Expo Open
9:45 – 11:45 a.m.	General Session
11:30 a.m. – 1:00 p.m.	Attendee Lunch in Expo Hall
1:00 – 2:15 p.m.	General Resolutions Committee
1:00 – 5:30 p.m.	Concurrent Sessions
2:15 – 2:45 p.m.	Diversity Caucus Board Meetings
4:00 – 5:30 p.m.	Board of Directors Meeting
Evening	Division and Caucus Events

Friday, October 18

7:30 a.m. – 12:00 p.m.	Registration Open
7:30 – 9:15 a.m.	Regional Division Breakfasts
8:00 a.m. – 12:15 p.m.	Concurrent Sessions
8:45 – 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30 – 2:30 p.m.	Closing Luncheon & General Assembly

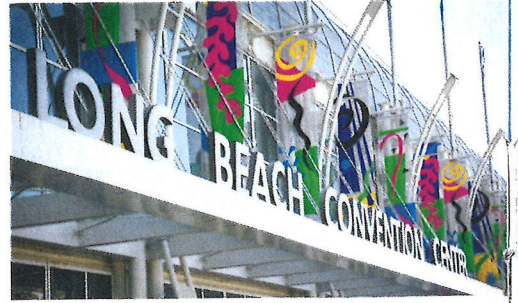
NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.

REGISTRATION INFORMATION

Pre-Registration Deadline: October 2, 2019
After this date, please register onsite.

Conference Location

The 2019 Annual Conference & Expo will be held at the Long Beach Convention Center, located downtown at 300 East Ocean Boulevard. All sessions will be held at the convention center unless otherwise noted.



Full Registration Includes:

- Admission to Expo and education sessions (*unless otherwise indicated*)
- Wednesday host city reception; Thursday grab-and-go breakfast; Thursday lunch with exhibitors; Friday closing luncheon
- Admission to CitiPAC and Diversity Caucus Receptions
- Electronic access to all program materials

Online Registration (credit card): Visit www.cacities.org/AC

Mail-in Registration (pay by check): Contact mdunn@cacities.org to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early Bird Through August 14	After August 14 and onsite
City Delegate		
Member City	\$550	\$600
Non-Member City	\$1550	\$1600
Public Official		
State/County/Public Official	\$625	\$675
All Others	\$725	\$775

One-Day Registration Fees

Early Bird rates are not available for one-day registration

City Delegate	
Member City	\$325
Non-Member City	\$1325
Public Official	
State/County/Public Official	\$375
All Others	\$425

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations. Phone reservations will not be accepted.

Hyatt Regency Long Beach

200 S Pine Avenue

\$224.00 single/double*

The Westin Long Beach

333 East Ocean Boulevard

\$222.00 single/double*

Renaissance Long Beach

111 East Ocean Boulevard

\$219.00 single/double*

Hilton Long Beach

701 W. Ocean Boulevard

\$229.00 single/double*

Hyatt Centric The Pike Long Beach

285 Bay Street

\$239.00 single/double*

Best Western Plus

517 E 1st Street

\$219.00 single/double*

The Queen Mary

1126 Queens Highway

\$199.00 single/double*

**Plus occupancy taxes and fees.*

Duarte and Duarte Dispatch

Affiliated with SGV Newspaper Group
605 E. Huntington Dr., Suite 100
Monrovia, CA 91016
626-962-8811 ext. 40891

5007700

CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE, CA 91010

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/08/2019

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 8th day of June, 2019.



Signature

(Space below for use of County Clerk Only)

Legal No. **0011278724**

NOTICE OF PUBLIC HEARING TO BE HELD BY THE DUARTE CITY COUNCIL

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will hold a Public Hearing at 7:00 p.m., on Tuesday, June 25, 2019, in the Council Chambers, 1600 Huntington Drive, Duarte, California, regarding adoption of findings and award of energy conservation services and associated financing under Government Code Sections 4217.10 - 4217.18.

The Public Hearing is for the purpose of taking public comment on, and considering and adopting a resolution on, making certain findings required for approval of energy conservation services with Climatec LLC and associated financing agreements for the implementation of energy conservation services in accordance with California Government Code Sections 4217.10 through 4217.18, including findings that the cost of the energy conservation services to the City will be less than the anticipated marginal cost to the City of electrical, thermal, or other energy that would have been consumed by the City in the absence of the program, that funds for the service of the related improvements are anticipated to be available from funds that otherwise would have been used by the City for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation facilities to be developed under the proposed energy conservation services with Climatec LLC, and to consider approval of the energy conservation services and associated financing agreements in accordance with Council's findings.

Any interested party may appear in person, or by agent, and be heard. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010-2592.

Further information may be obtained from the City Manager's office, phone (626) 357-7931.

Maria Akana
City Clerk

PUBLISH:
POSTED:
Library
6/4/19

Duarte, Saturday, June 8, 2019
Duarte City Hall, Duarte Public Safety Office, Duarte

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DUARTE, CALIFORNIA, RE-ESTABLISHING A
CITYWIDE GOVERNANCE BY DISTRICT POLICY**

WHEREAS, Duarte Municipal Code Chapter 2.02 establishes seven voting districts in the City of Duarte beginning with the November 2018 election; and

WHEREAS, at the November 2018 election, Councilmembers were elected in Districts 1, 4, and 6 for four-year terms, one Councilmember was elected in District 7 for a two-year term, and one Councilmember was appointed in District 5 for a four-year term (due to the cancellation of the election in District 5); and in November 2020, Districts 2, 3, and 7 will conduct elections for City Council for four-year terms; and

WHEREAS, the City Council understands and appreciates the value of at-large governance regardless of the method from which City Councilmembers are elected, and wishes to have input from each Councilmember, with issues decided by Council majority; and

WHEREAS, governing at-large allows for the continuation of accessible customer service, the most effective use of taxpayer resources, and consistency in City services; and

WHEREAS, the City of Duarte has always focused on customer service, and that focus should remain regardless of how a Councilmember is elected; and

WHEREAS, the City of Duarte has been successful because it operates as a single entity serving the population as a whole;

WHEREAS, during the Public Hearing process for by district elections, the Duarte City Council expressed its preference for at-large elections, stating Councilmembers have worked hard to accomplish goals, the goal is to serve the entire City, it is important to have stability and to have a good cohesive team, they do not want to lose the synergy, they respect people wherever they live in the community, the desire and intent is that the seven districts are representative of the entire community, we are all one City, Councilmembers will continue to represent everyone, and they reserve the option to change back to at-large elections should the State law change and if the Council so desires; and

WHEREAS, all members of the Duarte City Council will continue to serve all of the residents of the City of Duarte; and

WHEREAS, on February 6, 2019, the seven-member Duarte City Council conducted a by-district governance workshop to create a shared understanding of high-performance governance, to establish rules and protocol to effectively implement the City's new government structure, and to strengthen the teamwork of the City Council as a unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Duarte as follows:

1. The City Council will govern on an at-large basis, considering the needs and interests of the entire community. The City Council wishes to remain united in its service to the community. Should there be issues between districts, there are not different sets of rules or approaches between the districts. Councilmembers will discuss the issues as is currently done, and decide the matter by Council majority.
2. Any member of the City Council will help anyone in the community who calls or contacts them. Customer service is the priority.
3. Professional management in a strong Council-Manager form of government will continue, with all of the best management practices that the City Council expects now. Resources will be allocated based on the highest and best need as measured Citywide, with a community-wide approach based on professional best practices in management, focusing on needs, services, and resources.
4. Current practices regarding invitations to members of the City Council to events and activities, and appointments to committees and various bodies will remain in effect.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2019.

Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 19-03 was adopted by the City Council of the City of Duarte at a regular meeting of said Council held on the 25th day of June, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Agenda Memo

City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: June 11, 2019
Re: ADOPTION OF RESOLUTION NO. 19-16 OF THE CITY COUNCIL OF THE CITY OF DUARTE FINDING AND DECLARING AN EMERGENCY PURSUANT TO ARTICLE XIII C, SECTION 2, SUBDIVISION (B) OF THE CALIFORNIA CONSTITUTION NECESSITATING SUBMISSION OF A GENERAL TRANSACTIONS AND USE TAX TO THE VOTERS AT A SPECIAL ELECTION ON TUESDAY, MARCH 3, 2020

RECOMMENDATION: It is recommended that the City Council, adopt Resolution No. 19-16, A Resolution of the City Council of the City of Duarte Finding and Declaring an Emergency Pursuant to Article XIII C, Section 2, Subdivision (B) of the California Constitution Necessitating Submission of a General Transactions and Use Tax to the Voters at a Special Election on Tuesday, March 3, 2020.

BACKGROUND: For months, Duarte City Council and staff have been analyzing the pros and cons of moving forward with a local revenue measure and to date, have completed the following steps:

- November 2018 – Council directed staff to conduct a Flashvote survey of the Duarte Community to measure baseline support for a potential revenue measure.
- January 22, 2019 – City of Duarte Sales Tax Measure Discussion takes place at a Council workshop.
- February 2019 – Staff began work with FM3 to survey the community on both City services and the prospect of a local sales and transaction tax to fund local services.
- February 26, 2019 – Staff presents Flashvote survey results on potential revenue enhancement and educates the community on the successful history of LA County revenue measures; especially with Duarte voters over the past ten years;
- April 9, 2019 – Council authorizes staff to form the Ad Hoc Finance Committee to begin to look for ways to address future budget any needs.
- May 6, 2019 – FY 2020-21 budget workshop details the City's history of one-time revenues (and that they have ended) that have balanced the budget over the past five years as well as why the budget has a \$1.2 million dollar deficit.
- May 14, 2019 – FM3 presents findings of survey,
- June 11, 2019 – Council appoints Ad Hoc Finance Committee and adopts Fiscal Year 2019-2020 budget with over \$1.2 million in projected deficit spending.

As mentioned, for the past five years, the City has been balancing its budget with one-time revenues such as property sales from the old redevelopment agency, along with all City property now disposed of, this option is no longer available. Further, use of "one-time" revenues is not a fiscally prudent nor a sustainable model to maintain Duarte's fiscal future.

Although, the City is not teetering on the brink of fiscal calamity at this juncture, it is entering its first fiscal year of deficit spending, projecting a \$1.2 million shortfall for FY 2020-21. Based on a recent survey, Duarte residents are very satisfied with the direction the City is going and its current service levels. Instead of waiting to address the fiscal problem and enduring program and service cuts the community does not want, the City staff is recommending reaching out to its residents, educating them on the City's finances and give them the opportunity to stabilize Duarte's financial future by passing a local sales tax measure in March of 2020. To put this matter before the voters on a non-general election ballot, the City Council must declare a fiscal emergency. A fiscal emergency is an administrative procedure that City's must do in order to place a revenue measure on a non-general election ballot. Many cities and counties have done so since Proposition 218 imposed this requirement in 1996 and several other San Gabriel Valley cities are considering doing so now.

DISCUSSION: A unanimous vote of the City Councilmembers present when the vote is taken is necessary for approval of a resolution finding a fiscal emergency in order to place a $\frac{3}{4}$ -cent sales tax measure on the March 2020 ballot as a general tax requiring a majority voter approval. The proposed Resolution (Attachment A) provides the findings necessary for the City Council to declare the emergency due to current and future fiscal conditions. The findings include:

- A. On June 11, 2019, the City Council adopted the City's fiscal year 2019/20 General Fund operating budget of \$22.2 million. The City Council made difficult choices and adopted a budget with a deficit of approximately \$1.2 million dollars. This use of general fund reserves to balance the budget cannot be sustained in future years.
- B. Every department across the City has implemented significant budget cuts since the recession of 2008 resulting in the elimination or reduction of key programs, positions and services such that further budget cuts would have a devastating impact on key services including safety, recreation, and the general welfare of the community.
- C. Declining City revenues and one-time property sales project a growing and ongoing budget deficit that is not a sustainable model for Duarte's fiscal future.
- D. Los Angeles County and the Los Angeles Metropolitan Transportation Authority have increased sales taxes in recent years, those funds are not allocated to the City, and the City continues to receive only 1% of the sales taxes Duarte residents and visitors pay.
- E. The City wants to address this fiscal emergency as soon as possible, and not wait until it has to dramatically cut services, by moving forward to place a local funding measure on the ballot of the statewide general election/presidential primary slated for March 3, 2020.
- F. If enacted, a local transaction and use tax of 0.75% would provide a protected, stable local source of about \$2.6 million annually to fund the vital City services the community relies on.

- G. The local funding measure would enable the City to maintain or improve current levels of public safety through sheriff services, maintaining streets and public parks, and funding senior, youth and recreation programs.

SCHEDULE: Should the City Councilmembers act on June 25th and unanimously adopt a declaration of fiscal emergency, staff would implement the following schedule in preparation for the ballot measure:

- June 25, 2019 – City Council considers adoption of a Resolution declaring a fiscal emergency.
- July 9, 2019 – City hires a Public Educational Consultant to educate community on the City's current and future budget situation.
- July 2019 – Ad Hoc Financial Committee begins meeting.
- July – November 2019 – Public education and outreach efforts begin including outreach by mail and other communication mediums to further inform the public about Duarte's fiscal challenges and the expected impacts on City services in the upcoming fiscal years. A final report will be presented by the Ad Hoc Committee to the City Council at a future meeting upon completion of the Committee's goals and objectives.
- November 2019 – Councilmembers must approve both a resolution calling the election and requesting County consolidation with the March 2020 presidential primary election and pass other associated resolutions by majority vote. Ballot arguments, rebuttals and the City Attorney's impartial analysis must also be prepared.
- November 2019 – March 2020 – Neutral and balanced public education efforts continues.
- March 3, 2020 – Election day.
- April 2020 – Results of Election should be certified.
- September 1, 2020 – Tax takes effect if approved by voters.

FISCAL IMPACT: The costs associated with declaring a fiscal emergency are minimal. The cost to not declare the emergency and continue spending in a deficit pattern is estimated to cost \$1.2 million in General Fund reserves in 2019-2020 and another projected \$1.5 million in Fiscal Year 2020-21. On the other hand, a 3/4-cent increase in the sales tax rate would generate approximately \$2.6 million in revenue for Fiscal Year 2020-21. Actual revenues from the measure however would depend on the amount of sales generated within the City (or vehicle sales outside the City to City residents and business) that are subject to the transaction and use tax.

ATTACHMENT A: RESOLUTION NO. 19-16, A RESOLUTION OF THE DUARTE CITY COUNCIL FINDING AND DECLARING AN EMERGENCY PURSUANT TO ARTICLE XIII C, SECTION 2(b) OF THE CALIFORNIA CONSTITUTION NECESSITATING SUBMISSION OF A TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES TO THE VOTERS AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 3, 2020

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE FINDING AND DECLARING AN EMERGENCY PURSUANT TO ARTICLE XIII C, SECTION 2, SUBDIVISION (B) OF THE CALIFORNIA CONSTITUTION NECESSITATING SUBMISSION OF A GENERAL TRANSACTIONS AND USE TAX TO THE VOTERS AT A SPECIAL ELECTION ON TUESDAY, MARCH 3, 2020**

WHEREAS, on June 11, 2019, the City Council adopted the City's fiscal year 2019/20 General Fund operating budget of \$22.2 million. The City Council made difficult choices and adopted a budget with a deficit of approximately \$1.2 million dollars. This use of general fund reserves to balance the budget cannot be sustained in future years; and

WHEREAS, every department across the City has implemented significant budget cuts since the recession of 2008 resulting in the elimination or reduction of key programs, positions and services such that further budget cuts would have a devastating impact on key services including water, safety, recreation and the general welfare of the community; and

WHEREAS, despite the cuts, the City projects that budget deficits will grow in the future; and

WHEREAS, although Los Angeles County and the Los Angeles Metropolitan Transportation Authority have increased sales taxes in recent years, those funds are not allocated to the City, and the City continues to receive only 1 % of the sales taxes Duarte residents and visitors pay; and

WHEREAS, to address this fiscal emergency as soon as possible and not wait to address a need to dramatically cut services, the City Council desires to place a local funding measure on the ballot at the statewide general election on March 3, 2020; and

WHEREAS, if enacted, a local transaction and use tax of 0.75% would provide a protected, stable local source of about \$2.6 million annually to fund the vital City services the community relies on; and

WHEREAS, if enacted, a local funding measure would enable the City to maintain or improve current levels of public safety through police services, maintaining streets and public parks, and funding senior, youth and neighborhood programs; and

WHEREAS, this measure will give Duarte local control over local funds for local needs and no funds from this measure can be taken by the State or Los Angeles County; and

WHEREAS, City Council proposes to submit to the voters of the City an ordinance providing for the levy of a transaction and use tax; and

WHEREAS, due to the City Council's unanimous declaration of a fiscal emergency, the Council may submit the proposed transaction and use tax as a special election pursuant to section 2, subdivision (b) of Article XIII C of the California Constitution.

WHEREAS, to raise revenue to address the fiscal emergency confronting the City, the City Council of the City of Duarte is contemplating submitting to the electors at a Special Election to be held on Tuesday, March 3, 2020, a transactions and use tax for general purposes, pursuant to Revenue and Taxation Code Section 7251 et seq., (“Sales Tax Measure”) to increase general tax revenues to address a structural budget deficit and to avoid cuts to vital City services and programs; and

WHEREAS, if approved by voters, the Sales Tax Measure will impose a general tax, as defined in Article XIII C, section 1, subdivision (a) of the California Constitution; and

WHEREAS, Article XIII C, section 2, subdivision (b) of the California Constitution requires the City Council by unanimous vote of its members present to declare an emergency to place a general tax on the ballot for a special municipal election that is not consolidated with a regularly scheduled election for members of the governing body; and

WHEREAS, the City Council will soon consider a Resolution calling for a special election to be held on March 3, 2020 to submit the Sales Tax Measure to City voters;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Duarte finds and declares the forgoing recitals to be true and correct and hereby adopts and incorporates them into this Resolution;

BE IT FURTHER RESOLVED that the City Council of the City of Duarte hereby finds and declares that a fiscal emergency due to a structural deficit in its general fund budget of \$1.2 million, approximately 7 percent of its general fund, reflects stagnant revenues and rising costs, especially those associated with the City’s contract with the California Public Employees Retirement System, its contract with the Los Angeles County Sheriff’s Department for law enforcement services, the liability surcharge on that contract, and health insurance costs for the City’s workforce. These fiscal challenges are projected to continue over the next several fiscal years and waiting until the November 2020 general municipal election to address them will undermine the City’s ability to fund essential public services;

BE IT FURTHER RESOLVED that the City Council of the City of Duarte hereby finds and declares that these circumstances constitute an emergency pursuant Article XIII C, section 2, subdivision (b) of the California Constitution and necessitate that the Council place the Sales Tax Measure on the ballot before the next regularly scheduled election for members of the governing body in November 2020 and these types of cuts will fundamentally impact the community and degrade the quality of life in Duarte.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2019.

Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 19-16 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, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Duarte City Councilmember Meeting Attendance Report

Per Government Code Section 53232.3 (d): Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

City Council Agenda dated June 25, 2019

COUNCILMEMBER NAME	EVENT DESCRIPTION	DATE OF EVENT	PURPOSE/VALUE
Tzeitel Paras-Caracci	None reported as of June 20, 2019		
Sam Kang	None reported as of June 20, 2019		
John Fasana	None reported as of June 20, 2019		
Liz Reilly	None reported as of June 20, 2019		
Margaret Finlay	None reported as of June 20, 2019		
Bryan Urias	None reported as of June 20, 2019		
Toney Lewis	None reported as of June 20, 2019		

Meetings attended that did not require financial support from the City.

COUNCILMEMBER NAME	EVENT DESCRIPTION	DATE OF EVENT	PURPOSE/VALUE
Tzeitel Paras-Caracci	None reported as of June 20, 2019		
Sam Kang	None reported as of June 20, 2019		
John Fasana	None reported as of June 20, 2019		
Liz Reilly	None reported as of June 20, 2019		
Margaret Finlay	None reported as of June 20, 2019		
Bryan Urias	None reported as of June 20, 2019		
Toney Lewis	None reported as of June 20, 2019		