



MEMORANDUM

TO: City Council
FROM: City Manager
DATE: June 16, 2021
SUBJECT: Comments on Agenda Items, Meeting of June 22, 2021

ITEM 4.A. (Special Items). The City Council will recognize Dr. William Wallace, outgoing principal of California School of the Arts – San Gabriel Valley.

ITEM 4.B. (Special Items). The Mayor's Youth Council will provide an update to the City Council.

ITEM 4.C. (Special Items). Staff will provide the monthly Parks and Recreation Department Status Update.

ITEM 4.D. (Special Items). Staff will provide the monthly Public Safety Department Status Update.

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council approve the annual services agreement with the Duarte Chamber of Commerce for FY 2021-22. The agreement is in the amount of \$70,100, which consists of last year's agreement amount (\$45,100), plus a one-time addition of \$25,000 due to a reduction in the Chamber's membership dues and fundraising opportunities related to COVID-19.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council approve the sublease agreement with the Duarte Chamber of Commerce for FY 2021-22. Under the agreement, the Chamber subleases from the City a 1,674 space located at 1735 Huntington Drive for \$500 per month, in addition to paying all utility costs. The City leases this space from a private party for \$2,060 per month as of March 1, 2021.

ITEM 7.J.1&2. (Consent Calendar). Staff is recommending that the City Council approve the Memorandums of Understanding (MOUs) between the City of Duarte and SEIU Local 721 – Management and Professional Employees and General Employees. The MOUs span the three-year term FY 2021-22 through FY 2023-24, and over those three years will result in an estimated \$890,000 in total additional expenditures.

ITEM 7.K.1&2. (Consent Calendar). Staff is recommending that the City Council adopt Resolutions 21-R-13 and 21-R-14, which fix the employer contribution for the City's health benefit plan at an equal amount for employees and annuitants. One of the resolutions applies to all non-PERS City Council employees and annuitants; the other applies to all PERS employees and annuitants. The City Council is required to adopt these resolutions under the provisions of the Public Employees' Medical and Hospital Care Act (PEMHCA).

ITEM 7.L. (Consent Calendar). Staff is recommending that the City Council approve Resolution No. 21-12, which would rescind Resolution No. 20-29 and establish a salary schedule and compensation plan for unrepresented regular employees for FY 2021-22. Adoption of this resolution would result in \$7,000 in additional expenditures for FY 2021-22.

ITEM 7.M. (Consent Calendar). Staff is recommending that the City Council approve the first amendment to the City's Manager's employment contract. The contract would extend the current City's Manager's employment term to June 30, 2024, and the first-year fiscal impact will be \$4,800 in additional expenditures.

ITEM 7.N. (Consent Calendar). Staff is recommending that the City Council approve sending a letter of support to key State of California lawmakers for a one-time \$5 million budget allocation to assist the Southern California Association of Governments (SCAG) in implementing the final recommendations of its Inclusive Economic Recovery Strategy (IERS). The IERS is being developed with the intention of partnering with the San Gabriel Valley Council of Governments (SGVCOG) and tailoring efforts to support the San Gabriel Valley region.

ITEM 7.O. (Consent Calendar). Staff is recommending that the City Council receive and file the resignation of Commissioner Jim Dinsmore from the Parks and Recreation Commission.

ITEM 9.A. (Business Items). Staff is recommending that the City Council hold a discussion regarding possible options for homeless shelter beds and provide staff with further direction as Council deems appropriate. To assist the Council in framing this discussion, five potential shelter bed models are presented for consideration: 1) Master-leased motels; 2) Permanent shelter centers; 3) Temporary shelter centers; 4) Residential-based shelters/supportive housing for targeted populations; and 5) Pallet shelters.

ITEM 9.B. (Business Items). Staff is recommending that the City Council consider for second reading and adoption Ordinance No. 902 that would repeal of Urgency Ordinance No. 900, which enacted provisions for the requirement of wearing facial coverings (i.e., masks) to reduce the spread of COVID-19. Urgency Ordinance No. 900 was enacted by the City Council on July 28, 2020. Alternatively, or in addition to adopting Ordinance No. 902, the City Council may also direct the City Manager to exercise his authority under Section 9 of Urgency Ordinance No. 900 to suspend its provisions.

ITEM 9.C. (Consent Calendar). Staff is recommending that the City Council approve a FY 2021-22 budget amendment in the amount \$93,935.89 for the cost of a vehicle associated with the dedicated Sergeant position.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'D. Jordan', with a long horizontal line extending to the right.

Dr. Daniel Jordan
City Manager



**PARKS AND RECREATION
STATUS REPORT
June 2021**

PROJECT/PROGRAM		STATUS
<u>YOUTH AND SENIOR PROGRAMS</u>		
Summer Recreation Classes	There’s still time to register for a recreation class this summer! To view the full list of this season’s recreational offerings or register for a class, visit accessduarte.com and then click on the “Register for Recreation Programs” icon at the bottom of the City’s website.	
Swim Lessons	Swim lessons are back! On July 5th at 9am, residents can begin to register for session two swim lessons. Registration for non-residents will open up on July 6 th at 9am – space permitting.	
<u>SPECIAL EVENTS</u>		
Duarte Virtual 5K	Put on your tennis shoes and celebrate the 4 th of July by participating in our second annual virtual 5K race through Duarte! Registration includes a race bib, mask, finisher certificate, commemorative medal, and a t-shirt, for a small additional fee. Register today at accessduarte.com .	
Independence Day Celebration & Fireworks Show	The City of Duarte’s Independence Day Celebration & Fireworks Show is back, promising another spectacular display over the City. The celebration starts at 6pm on July 3rd and will include food trucks, live music and entertainment, and commence with a 20-minute choreographed fireworks show at 9pm. There will be two watch areas this year, Duarte Sports Park- Upper Baseball Fields (main stage area) and Duarte Park (secondary viewing). While reservations are not required for this event, capacity limits will be enforced to ensure a safe and fun experience for all (Gates will open at 5:30pm for spectators). Parking along the event site is limited and fills up quickly. Residents are encouraged to come out early, carpool, or utilize our transportation partner.	
Red, White & Pool Party	The Duarte Fitness Center is hosting its first ever Red, White & Pool Party on July 3 rd from 7pm to 9:30pm. All you’ll need is your swimsuit and towel, as we’ll provide a BBQ dinner, games and music prior to the fireworks viewing at 9pm. Admission is \$15 for youth 12 and under and \$20 for 13 and up. Visit accessduarte.com to register today.	



PUBLIC SAFETY STATUS REPORT June 2021



PROJECT/PROGRAM		STATUS
<u>L.A. COUNTY SHERIFF’S DEPARTMENT</u>		
1. Part 1 Crimes	Part 1 crimes are currently up by 15.38% year to date. All theft related crimes continue to plague us. We urge our residents to lock their vehicles and their homes and that they remove all items of interest from their vehicles at all times.	
2. Councilmember Inquiry	At the last council meeting, an inquiry was made regarding a battery that occurred at a laundromat on Huntington Drive and as to why deputies did not take a report. An investigation into this incident revealed that deputies did take a battery report and that they did detain a suspect in the incident. There may have been a language barrier and the victim did not understand what it meant to be desirous of prosecution and therefore the suspect was released and initially a report was not taken. The case has been assigned to Temple Station Detectives for follow up.	
<u>MEASURE H and OUTREACH COORDINATION</u>		
1. Measure H Grant	The City of Duarte currently has two Measure H grants we are administering to: The first is a grant in conjunction with four other cities (Azusa, Glendora, Covina, and West Covina) which supplied each of us with a case manager from Union Station. Our case manager was assigned in April of 2020. The case manager has been telecommuting due to COVID-19 and visits Duarte locations twice a week. She has been working out of the Duarte Park Recreation Center. She continues to communicate daily with our Outreach Coordinator to provide services to the homeless. We are currently working on extending the contract with recently released bridge funding for the extension of these types of contracts through 2021. The second grant, started in the summer of 2020, and included a partnership with Foothill Unity who was a sub-grant recipient through the City of Duarte to provide hygiene services for the unhoused. This funding from the City of Duarte has allowed Foothill Unity Center to secure mobile restrooms and a hand washing station. All services that became even more important during the pandemic as public restrooms were shut down. Additionally, Public Safety Outreach Coordinator Hadloc conducts intake for the City’s homeless prevention and diversion program. The City has a number of resources available to community members who are either currently unhoused or at risk of becoming homeless due to any number of reasons, including but not limited to unpaid rent, overdue utility bills, family or roommate dispute, auto repair	

PROJECT/PROGRAM		STATUS
		preventing access to work, lack of rental deposit, or inability to pay moving costs. Any other barrier that may lead to homelessness can be discussed. These funds have allowed us to temporarily house one adult female, one adult female with four children, and one adult male. The lone adult female has returned to the streets but the other two are currently working towards a permanent housing solution.
2. Outreach Coordinator		Outreach Coordinator Tony Hadloc has been assigned to this position for approximately two and half years. Tony's unofficial recent count, counted 14 unsheltered transients in the city. All of the clients have been linked in with the Union Station Homeless Services (USHS) Housing Navigator (HN). He did not count anyone living in their vehicles. We were able to place 5 clients into Project Room Key (PRK), 2 clients self-exited PRK and their whereabouts are unknown. 1 client has been permanently housed in El Monte, and 2 clients have been permanently housed in the Walnut area. All PRK sites have been closed. With the help from HOME Team, we still have one client that has a voucher in hand for housing. The difficult task is finding a landlord that is willing to accept the voucher from a client with a mental disability. That voucher is set to expire in June.
3. Riverbed Areas		Staff is currently working with Azusa PD to discover a possible source of explosions allegedly heard occurring nightly in the riverbed.
4. 2020 LAHSA Official Homeless Count		Duarte – 25 Monrovia – 77 Arcadia – 106 Glendora – 145 Azusa - 243
<u>EMERGENCY PREPAREDNESS</u>		
1. Emergency Operations Center		The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is still no end date for COVID – 19 operations.

MINUTES
SPECIAL CLOSED SESSION MEETING OF THE CITY COUNCIL OF THE CITY OF
DUARTE, CALIFORNIA

6:00 PM MONDAY, JUNE 7, 2021

6:00 PM CLOSED SESSION

1. CALL MEETING TO ORDER

Via teleconference the 6:00 p.m. Closed Session meeting was called to order by Mayor pro tem Finlay at 6:00 p.m. in the City Hall Council Chamber, 1600 Huntington Drive, Duarte, California 91010

ROLL CALL:

Councilmembers Present:	Finlay, Lewis, Paras-Caracci, Schulz, Truong
Councilmembers Absent	Kang, Urias
Staff Present:	Dan Jordan, City Manager
	Kristen Peterson, Assistant City Manager, Administrative Services Director
	Victoria Rocha, Assistant to the City Manager
	Annamarie Porter, Interim City Clerk

2. PLEDGE TO THE FLAG

The salute to the Flag was led by Councilmember Truong

3. ADOPTION OF THE AGENDA

Councilmember Paras-Caracci moved, Schulz seconded to approve the adoption of the Agenda. Motion carried by the following vote:

AYES:	Finlay, Lewis, Paras-Caracci, Schulz, Truong
NOES:	None
ABSENT:	Kang, Urias

4. PUBLIC COMMUNICATION ON CLOSED SESSION & NON-AGENDA ITEMS

None

5. CLOSED SESSION ITEMS – 6:03 p.m.

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

AGENCY NEGOTIATOR:

Kristen Peterson, Assistant City Manager and Administrative Services Director
Katy Suttorp, Burke Williams & Sorensen, LLP, Outside Legal Counsel

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

6. ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Manager Jordan stated there was no reportable action.

7. ADJOURNMENT 6:21 p.m.

Margaret Finlay, Mayor pro tem

Annamarie Porter, Interim City Clerk

MINUTES

REGULAR JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

7:00 PM TUESDAY, JUNE 8, 2021

7:00 PM OPEN SESSION

1. CALL MEETING TO ORDER

Via teleconference and in person the 7:00 p.m. Open Session meeting was called to order by Mayor pro tem Finlay at 7:08 p.m. in the City Hall Council Chamber, 1600 Huntington Drive, Duarte, California 91010

ROLL CALL:

Councilmembers Present:	Finlay, Kang (arrived at 7:24 p.m.), Lewis, Paras-Caracci, Truong
Councilmembers Absent	Schulz, Urias
Staff Present:	Dan Jordan, City Manager
	David Cosgrove, City Attorney
	Kristen Peterson, Assistant City Manager, Administrative Services Director
	Manuel Enriquez, Parks and Recreation Director
	Brian Villalobos, Public Safety Services Director
	Victoria Rocha, Assistant to the City Manager
	Annamarie Porter, Interim City Clerk

Councilmember Paras-Caracci moved, Councilmember Truong seconded to approve Councilmember absences. Motion carried by the following vote:

AYES:	Finlay, Lewis, Paras-Caracci, Truong
NOES:	None
ABSENT:	Kang, Schulz, Urias

2. PLEDGE TO THE FLAG

The salute to the Flag was led by resident Rita Kwaznick.

3. ADOPTION OF THE AGENDA

Councilmember Paras Caracci moved, Councilmember Lewis seconded to approve the adoption of the Agenda. Motion carried by the following vote:

AYES:	Finlay, Lewis, Paras-Caracci, Truong
NOES:	None
ABSENT:	Kang, Schulz, Urias

4. EXPLANATION OF HYBRID MEETING FORMAT

City Manager Jordan read a statement to clarify that attendance could be via zoom or in person, and public participation could be in either format as well. He also reviewed in-person health and safety protocols.

5. SPECIAL ITEMS

A. SCAG Go Traffic Safety Pledge Presentation.

Dorothy Le Suchkova gave a presentation regarding the Slow Streets program, the SCAG Go Human Safety & Resolution, and replacement materials to continue the program. The “Go Human: Active Transportation Safety & Encouragement Campaign” provided resources for the Southern California region.

B. Community Development Status Report.

Community Development Director Hensley provided updates on new traffic signals, the Slow Streets program, annual sidewalk repair, Duarte Road pedestrian improvements, and development and public works progress.

6. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee announced upcoming events and programs available at the Duarte Public Library.

Bernadette Chang of the Duarte Chamber of Commerce made announcements regarding upcoming events.

Assistant to the City Manager Rocha announced that the Duarte City News Summer 2021 issue was available, and highlighted upcoming events such as the drive-through dog vaccination & licensing clinic, Duarte Day at the Pool, and the virtual 5K run.

7. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Beth Fuller of Duarte Residents United spoke regarding homelessness and the Riverbed.

Rita Kwasnick voiced concerns regarding nightly loud noises, perhaps fireworks, at the Riverbed and had graffiti concerns.

Public Safety Services Director Villalobos stated that Azusa was the law enforcement agency that had oversight of the Riverbed. City Manager Jordan was directed to reach out to the City Manager of Azusa and report back to Council.

Councilmember Lewis asked if the graffiti remedy could be color matched.

Lino Paras offered his praise to former City Clerk Marla Akana. He reported remnant yard-sale signs, and extended condolences to Mayor pro tem Finlay for the loss of her mother.

8. CONSENT CALENDAR

- A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading. (CC/HA/SA/FA)
- B. Approval of Minutes – May 25, 2021 (CC/HA/SA/FA)
- C. Approval of Warrants – June 9, 2021 (CC/HA/SA/FA)
- D. Approve Community Development Status Report. (CC)
- E. Approve LGBTQ Pride Month Proclamation. (CC)
- F. Adopt by title only, Resolution No. 21-R-10 a Resolution of the City Council of the City of Duarte, California, adopting the Southern California Association of Governments (SCAG) Traffic Safety Pledge.
- G. Adopt by Title only, Resolution No. 21-R-09 a Resolution of the City Council of the City of Duarte, California, Authorizing the Submittal of Applications for Payment Programs and Related Authorizations.
- H. Adopt by Title only Resolution No. 21-R-08, a Resolution of the City Council of the City of Duarte, California A Resolution of the City Council of the City of Duarte, California, declaring

its intention to levy and collect assessments for fiscal year 2021-2022 within the citywide Landscape and Lighting Maintenance District, pursuant to the Landscape and Lighting Act of 1972; and fixing a time and place for the public hearing to hear objections thereto.

- I. Adopt by Title only, Resolution No. 21-11 a Resolution of the City Council of the City of Duarte, California, approving the renewal of the General Services Agreement with the County of Los Angeles; and Approve the Agreement with the County of Los Angeles for General Services for the term July 1, 2021 - June 30, 2026.
- J. Approve the Agreement with Los Angeles County Probation Department for Deputy Probation Officer services for the Duarte USD in the amount of \$109,000 for the term July 1, 2021 - June 30, 2022.
- K. Approve the Agreement with The Richman Group of California Development Company, LLC, for implementation of the Traffic Signal Agreement for the amount of \$141,573.60, and authorize the City Manager to execute on behalf of the City.
- L. Approve a Letter of Support for the League of California Cities request for \$225 million to comply with CalRecycle's new Organic Waste Reduction Regulations, SB 1383.
- M. Approve a Letter of Support in Concept for SB 619 - Organic Waste: Reduction Regulations.
- N. City Council/City Manager Conference Attendance and other items suggested by Council. (CC)

Councilmember Paras-Caracci moved, seconded by Councilmember Kang to approve the Consent Calendar, and authorize the City Manager to execute all applicable documents on behalf of the City. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Truong
NOES: None
ABSTAIN: None
ABSENT: Schulz, Urias

9. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION - None

10. BUSINESS ITEMS

- A. Introduce by Title Only, Ordinance No. 902 an Ordinance of the City Council of the City of Duarte, California enacted pursuant to California Government Code Sections 8634, 36934, and 36937, repealing Urgency Ordinance No. 900 regarding the Public Health Mandate on Face Coverings. For introduction and first reading

City Attorney Cosgrove recommended the repeal of the Mask Ordinance, as the timing better coordinated with that of the County.

Councilmember Paras-Caracci moved, Councilmember Lewis seconded to introduce Ordinance No. 902 for introduction and first reading. Motion was carried by the following vote:

AYES: Finlay, Kang, Lewis, Paras-Caracci, Truong
NOES: None
ABSTAIN: None
ABSENT: Schulz, Urias

- B. Discussion and possible action regarding City Council approval of the FY 2021-22 Budget and Capital Improvement Program.

City Manager Jordan presented the processes for longer-term planning that included strategic planning, financial projections and capital planning. Informing the proposed budget included the Council priorities identified in the Goals Workshop among other high priority services. He reviewed the formal financial projection and capital plan: Five-year General Fund Projection and Capital Improvement Programs, adding though, the projections were not certainties.

Assistant City Manager Petersen reviewed key FY 2020-21 accomplishments, activation of the EOC, construction projects underway, projected General Fund revenues and expenses, projected General Fund and Special Funds, and recommended the approval of the FY 2021-22 Budget and CIP. She answered questions from City Council regarding Cares Act monies, and what they could be spent on. Categories increasing sales tax revenues were from automotive sales growth and general retail.

City Manager Jordan responded to Council regarding specific beautification measures, homelessness, and the City of Hope that would be brought to Council in the future.

Councilmember Paras-Caracci moved, Councilmember Lewis seconded to approve the FY 2021-2 Budget and CIP. Motion carried by the following vote:

AYES:	Finlay, Kang, Lewis, Paras-Caracci, Truong
NOES:	None
ABSTAIN:	None
ABSENT:	Schultz, Urias

11. CONTINUATION OF ORAL COMMUNICATIONS - None

12. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY /FINANCING AUTHORITY MEMBERS AND CITY MANAGER /EXECUTIVE DIRECTOR

Councilmember Kang asked for a status report regarding transit busses, ridership, and out-of-service busses. Also, he asked for an accounting by the Sheriff's Department regarding a particular incident. City Manager Jordan responded that he would bring back findings.

Councilmember Paras-Caracci thanked the Duarte Women's Club for their Flag display.

Mayor pro tem Finlay announced her mother's memorial service would be on Friday, June 18th at Immaculate Conception Church.

13. ADJOURNMENT – 8:54 p.m.

Margaret Finlay, Mayor pro tem

Annamarie Porter, Interim City Clerk



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: T4383 - ADAM LOEW					
100-2120	ADAM LOEW	Skate Park Rent Deposit Refund	R89388		100.00
Vendor T4383 - ADAM LOEW Total:					100.00
Vendor: 4645 - AGI ACADEMY					
100-1605-7736	AGI ACADEMY	Instructor Fees-Math Workshop	SP21-1		216.00
100-1605-7736	AGI ACADEMY	Instructor Fees-Critical Reading	SP21-1		216.00
Vendor 4645 - AGI ACADEMY Total:					432.00
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Yard Office A/C Repair	409690		231.00
Vendor 2061 - AIR-TRO INC Total:					231.00
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Public Safety Urinal Filter	681489		120.00
Vendor 5561 - ALBERTOS PLUMBING Total:					120.00
Vendor: 5855 - ALEXANDRA TAPIA					
100-1205-7779	ALEXANDRA TAPIA	DART Scholarship	6162021	201331-PS Youth Programs	350.00
Vendor 5855 - ALEXANDRA TAPIA Total:					350.00
Vendor: 5909 - ALEXIS ALZAGA					
100-1205-7779	ALEXIS ALZAGA	DART Scholarship	6162021	201331-PS Youth Programs	100.00
Vendor 5909 - ALEXIS ALZAGA Total:					100.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERVICE INC	Crossing Guard Services 5/16/21 - 5/29/21	70877		4,371.38
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					4,371.38
Vendor: T4382 - AMERICAN ELECTRIC SERVICE INC					
100-4201	AMERICAN ELECTRIC SERVICE INC	Refund-Electrical Permit Fees (Pmt #2021-239)	R89437		505.00
Vendor T4382 - AMERICAN ELECTRIC SERVICE INC Total:					505.00
Vendor: 5999 - ANNA LANDEROS					
100-1205-7779	ANNA LANDEROS	DART Scholarship	6162021	201331-PS Youth Programs	85.00
Vendor 5999 - ANNA LANDEROS Total:					85.00
Vendor: 6051 - ARIEL GONZALEZ					
100-1205-7779	ARIEL GONZALEZ	DART Scholarship	6162021	201331-PS Youth Programs	200.00
Vendor 6051 - ARIEL GONZALEZ Total:					200.00
Vendor: 6061 - ASCAP					
100-1020-7716	ASCAP	Music License 6/1/2021 - 5/31/2022	500850803-52021		368.67
Vendor 6061 - ASCAP Total:					368.67
Vendor: 6235 - AVIDEX INDUSTRIES LLC					
100-1815-7980	AVIDEX INDUSTRIES LLC	AV Update for Council Chambers	073285		3,503.05
Vendor 6235 - AVIDEX INDUSTRIES LLC Total:					3,503.05
Vendor: 6233 - BORDER RECAPING LLC					
100-1410-7650	BORDER RECAPING LLC	Vehicle #4 Tire Repair	13023233		625.86
Vendor 6233 - BORDER RECAPING LLC Total:					625.86
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 6/2021	7372945		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES INC	Landscape Maintenance 6/2021	7372945		1,430.00

Council Warrant Register By Vendor

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945	250016-Oper of Acq Prop-1229 ...	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					1,586.67
Vendor: 6046 - BRYANNA MORALES					
100-1205-7779	BRYANNA MORALES	DART Scholarship	6162021	201331-PS Youth Programs	100.00
Vendor 6046 - BRYANNA MORALES Total:					100.00
Vendor: 6115 - BUBBLEMANIA AND COMPANY LA					
100-1605-7740	BUBBLEMANIA AND COMPANY ...	Summer Day Camp Activity 6/30/21	00019669		215.00
Vendor 6115 - BUBBLEMANIA AND COMPANY LA Total:					215.00
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Updates	352-03.19		1,847.50
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					1,847.50
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 5/2021	164198		268.60
Vendor 5559 - CALE AMERICA INC Total:					268.60
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprints Apps 5/2021	512529		128.00
Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:					128.00
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC/CMD Printer Maint 2/28/21 - 5/30/21	4036431175		33.87
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					33.87
Vendor: 6229 - CAPITAL ONE					
100-1605-7730	CAPITAL ONE	Eggfest 2021 Candy	4012021		264.08
100-1605-7735	CAPITAL ONE	Teen Ctr Office Supplies	08365		84.65
100-1605-7735	CAPITAL ONE	Teen Ctr Supplies	09229		45.55
100-1610-7618	CAPITAL ONE	Basketball Court Nets	01253		27.23
100-1605-7980	CAPITAL ONE	Credit Conversion	04162021		-146.93
100-1605-7733	CAPITAL ONE	SC Food Bank Water	08138		7.58
100-1610-7618	CAPITAL ONE	Fitness Ctr/Senior Ctr Vacuums	03939		372.65
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	00487		57.43
100-1605-7733	CAPITAL ONE	SC Concert & Dinner 5/24/21 Supplies	08377		20.16
100-1605-7730	CAPITAL ONE	Credit Conversion	6012021		-184.38
Vendor 6229 - CAPITAL ONE Total:					548.02
Vendor: 5848 - CASEY CARRILLO					
100-1205-7779	CASEY CARRILLO	DART Scholarship	6162021	201331-PS Youth Programs	350.00
Vendor 5848 - CASEY CARRILLO Total:					350.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7980	CHALLENGER TEAMWEAR	5k Medals	1112298-IN		636.69
Vendor 5792 - CHALLENGER TEAMWEAR Total:					636.69
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Buildng & Safety Srvc 5/2021	62652		130,493.35
Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:					130,493.35
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	4085094885		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4085842339		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4085842339		8.20
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4086567237		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4086567237		8.20
Vendor 5140 - CINTAS CORPORATION #693 Total:					114.66
Vendor: 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA					
100-1810-7671	CITY CLERKS ASSOCIATION OF C...	City Clerk Job Website Posting	10045AD		200.00
Vendor 1848 - CITY CLERKS ASSOCIATION OF CALIFORNIA Total:					200.00

Council Warrant Register By Vendor

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6123 - CLIMATEC LLC					
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	19	Other Captial Improvements- 2...	43,418.99
100-1405-8100	CLIMATEC LLC	LED Lighting Modernization	19	Other Captial Improvements- 2...	67,798.01
100-2127	CLIMATEC LLC	Retention	19	Retention- 202017	-5,560.85
Vendor 6123 - CLIMATEC LLC Total:					105,656.15
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 3/31/21 & 5/2021	CMC17980		115.00
Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:					115.00
Vendor: 1411 - CUMMINS SALES AND SERVICE					
100-1410-7656	CUMMINS SALES AND SERVICE	Emergency Generator Repair	X9-14900		719.00
Vendor 1411 - CUMMINS SALES AND SERVICE Total:					719.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1020-7716	CURO MANAGED PRINT PRODU...	July 3rd Banners	4809		1,769.57
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					1,769.57
Vendor: 5025 - DARRELL RAY CARROLL					
100-1610-7618	DARRELL RAY CARROLL	Keys	24031		60.09
100-1610-7652	DARRELL RAY CARROLL	Senior Ctr Lock Repair	24044		155.00
Vendor 5025 - DARRELL RAY CARROLL Total:					215.09
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Code Enforcement Citation Processing 4/2021	124538		285.74
Vendor 5501 - DATA TICKET INC Total:					285.74
Vendor: T4384 - DAVID PARADA					
100-2120	DAVID PARADA	Swimming Pool Depoist Refund (Pmt #2020-423)	R86882		500.00
Vendor T4384 - DAVID PARADA Total:					500.00
Vendor: 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC					
100-1815-7630	DE LAGE LANDEN FINANCIAL SE...	iMac Lease Pyrmt 22 of 24	72232279		1,015.63
Vendor 6064 - DE LAGE LANDEN FINANCIAL SERVICES INC Total:					1,015.63
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7730	DUARTE RECREATION PETTY CA...	Dry Clean Bunny Suits (2)	6102021		104.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Cookies-Diamond Retirement	6102021		75.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Lottery Tickets	6102021		30.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Candy	6102021		5.94
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Paint Supplies	6102021		25.28
100-1605-7740	DUARTE RECREATION PETTY CA...	Summer Day Camp Supplies	6102021		10.08
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					250.30
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DISTR..	Nextel Lease 6/2021	R89410	250004 - Property Rent - Nextel...	1,779.34
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					1,779.34
Vendor: T3985 - EDGAR PITTS					
100-2120	EDGAR PITTS	Field Rent Deposit Refund	R88876		100.00
Vendor T3985 - EDGAR PITTS Total:					100.00
Vendor: 6048 - EVELYN SALMERON					
100-1205-7779	EVELYN SALMERON	DART Scholarship	6162021	201331-PS Youth Programs	300.00
Vendor 6048 - EVELYN SALMERON Total:					300.00
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 5/2021	93357		135.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					135.00
Vendor: 6050 - FABIANA MARCE					
100-1205-7779	FABIANA MARCE	DART Scholarship	6162021	201331-PS Youth Programs	200.00
Vendor 6050 - FABIANA MARCE Total:					200.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
100-1205-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #27 Car Wash	3290		9.00
100-1410-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #18 Car Wash	3290		9.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					18.00
Vendor: 4039 - FSP DESIGNS					
100-1205-7615	FSP DESIGNS	CERT Polos & Signs	8197		299.97
100-1605-7735	FSP DESIGNS	Duarte Dance 4th of July Shirts	8206		341.30
Vendor 4039 - FSP DESIGNS Total:					641.27
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	143989		366.91
Vendor 4690 - FULLER ENGINEERING INC Total:					366.91
Vendor: 6227 - GARDEN INN & SUITES					
100-1205-7760	GARDEN INN & SUITES	Homeless Outreach- Prevention/Diversion/Rehousing	6072021	202115-Outreach-Homeless Ser...	3,964.40
Vendor 6227 - GARDEN INN & SUITES Total:					3,964.40
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7887	GARVEY EQUIPMENT COMPANY	Trimmer/Blower Maintenance Repair	138643		297.16
100-1410-8030	GARVEY EQUIPMENT COMPANY	Power Equipment (Trimmer) & Gloves	138644		820.43
Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:					1,117.59
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/21 - 5/31/21	3918464385		1,010.30
Vendor 6181 - GOOGLE LLC Total:					1,010.30
Vendor: 5347 - GRANICUS INC					
100-1020-7722	GRANICUS INC	Civica Website Hosting 6/19/21 - 7/18/21	140750		755.57
Vendor 5347 - GRANICUS INC Total:					755.57
Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Sales Tax Audit Q4 2020	SIN009031		2,283.49
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					2,283.49
Vendor: 3202 - HOLIDAY SIGNS LLC					
100-1825-7614	HOLIDAY SIGNS LLC	Fitness Center Signs	14745		20.25
Vendor 3202 - HOLIDAY SIGNS LLC Total:					20.25
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	4103145		186.17
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	9095065		24.18
100-1020-7713	HOME DEPOT CREDIT SERVICES	Museum Supplies/Reparis	8541454		83.30
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	6301117		290.66
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	9030276		52.24
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	146005		75.68
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					712.23
Vendor: 0594 - J & J SPORTS & TROPHIES					
100-1605-7735	J & J SPORTS & TROPHIES	TC Teen Summer Olympics T- Shirts	27861		175.30
Vendor 0594 - J & J SPORTS & TROPHIES Total:					175.30
Vendor: 5996 - JACQUELINE MAGANA					
100-1205-7779	JACQUELINE MAGANA	DART Scholarship	6162021	201331-PS Youth Programs	50.00
Vendor 5996 - JACQUELINE MAGANA Total:					50.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6206 - KHR ASSOCIATES					
100-1405-8100	KHR ASSOCIATES	PS&E Highland/Hunt Traffic Upgrades 3/13 - 5/31/21	21-10506	202125-Highland/Huntington T...	5,850.00
Vendor 6206 - KHR ASSOCIATES Total:					5,850.00
Vendor: 0388 - KIWANIS CLUB OF DUARTE					
100-1605-7612	KIWANIS CLUB OF DUARTE	Marilyn Mays Membership Dues 7/1/20 - 6/30/21	05032021		480.00
Vendor 0388 - KIWANIS CLUB OF DUARTE Total:					480.00
Vendor: 5761 - LIFE STORAGE #530					
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2021 - 7/1/2021	66295		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2021 - 7/1/2021	66296		247.00
Vendor 5761 - LIFE STORAGE #530 Total:					514.00
Vendor: 4139 - MAGIC JUMP RENTALS INC					
100-1605-7740	MAGIC JUMP RENTALS INC	SDC 6/23/21 Event Water Slide Rental	311760		398.90
Vendor 4139 - MAGIC JUMP RENTALS INC Total:					398.90
Vendor: 6234 - MAIA MCCURLEY					
100-1405-7076	MAIA MCCURLEY	Tuition Reimbursement	6082021		3,000.00
Vendor 6234 - MAIA MCCURLEY Total:					3,000.00
Vendor: 5868 - MAINTEX INC					
100-1610-7618	MAINTEX INC	Janitorial Supplies	843896-01		191.17
100-1610-7618	MAINTEX INC	Vacuum Belt	843896-02		2.97
Vendor 5868 - MAINTEX INC Total:					194.14
Vendor: T4385 - MANUEL G BOGNOT					
100-4302	MANUEL G BOGNOT	Citation Overpayment	DU020012844		60.00
Vendor T4385 - MANUEL G BOGNOT Total:					60.00
Vendor: 4432 - MUNICIPAL CODE CORPORATION					
100-1010-7612	MUNICIPAL CODE CORPORATI...	Online Municipal Code Admin Fee 6/1/21 - 5/31/22	00359016		350.00
Vendor 4432 - MUNICIPAL CODE CORPORATION Total:					350.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7779	OLGALIVIER GARCIA	Public Safety Intern	6/2021		100.00
100-1205-7779	OLGALIVIER GARCIA	DART Scholarship	6162021	201331-PS Youth Programs	500.00
Vendor 5851 - OLGALIVIER GARCIA Total:					600.00
Vendor: 5547 - ORIGINAL WATERMEN INC					
100-1610-7616	ORIGINAL WATERMEN INC	Lifeguard Suits	572675		270.21
Vendor 5547 - ORIGINAL WATERMEN INC Total:					270.21
Vendor: 4692 - PASADENA STAR NEWS					
100-1010-7612	PASADENA STAR NEWS	6 Month Subscription	900015077-52421		619.81
Vendor 4692 - PASADENA STAR NEWS Total:					619.81
Vendor: 5166 - POOL & ELECTRICAL PRODUCTS INC					
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chemicals	21120769		596.15
Vendor 5166 - POOL & ELECTRICAL PRODUCTS INC Total:					596.15
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	Alarm Service	1375033		165.00
Vendor 2466 - POST ALARM SYSTEMS Total:					165.00
Vendor: 4616 - QUADIENT FINANCE USA INC					
100-1825-7626	QUADIENT FINANCE USA INC	Postage for Meter	6072021		5,000.00
Vendor 4616 - QUADIENT FINANCE USA INC Total:					5,000.00
Vendor: 6173 - QUADIENT INC					
100-1825-7614	QUADIENT INC	Postage Machine Brush/Sponge Kit	40171202		28.67
Vendor 6173 - QUADIENT INC Total:					28.67

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0768 - RALPHS GROCERY COMPANY					
100-1605-7733	RALPHS GROCERY COMPANY	SC Father's Day Supplies	088231		56.04
Vendor 0768 - RALPHS GROCERY COMPANY Total:					56.04
Vendor: 5837 - RELATION INSURANCE SERVICES					
100-1605-7728	RELATION INSURANCE SERVICES	AmeriCorps Health Insurance 6/2021	T454-C-0621	202107-Duarte's Promise-Expe...	1,336.77
Vendor 5837 - RELATION INSURANCE SERVICES Total:					1,336.77
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7965	RKA CONSULTING GROUP	City Hall Court Yard Design 4/2021	31099	202102-Prof. Svcs-CH CDBG AD...	2,724.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2021	31155		640.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2021	31156		2,520.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2021	31157		3,600.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 4/2021	31158		3,280.00
100-1405-7969	RKA CONSULTING GROUP	FY22 LLD Engineering Svcs 4/2021	31159		940.00
100-1405-7967	RKA CONSULTING GROUP	COH Public Works Inspections 4/2021	31183		1,840.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Svcs 4/2021	31184	202118-ATP Cycle 4-Professiona..	1,633.75
100-1405-7965	RKA CONSULTING GROUP	Duarte Rd Lighting/Ped Improvements 4/2021	31185	202027-Prof Svc-COH Sidewalk...	6,716.25
Vendor 0904 - RKA CONSULTING GROUP Total:					23,894.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repairs-Senior Center	6512		1,424.28
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repairs-Royal Oaks Park Building	6494		1,137.17
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing--City Yard Facility	6495		120.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					2,681.45
Vendor: 3148 - S & S WORLDWIDE					
100-1605-7740	S & S WORLDWIDE	Summer Day Camp Supplies	IN100769337		122.49
Vendor 3148 - S & S WORLDWIDE Total:					122.49
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Services 6/2021	6-2021D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 0202 - SHAFFER AWARDS					
100-1610-7618	SHAFFER AWARDS	Council Names	6051		39.58
100-1605-7733	SHAFFER AWARDS	Plaque-SC Volunteer of the Year	6057		7.67
100-1605-7636	SHAFFER AWARDS	Part Time Staff Name Badges	6103		32.91
Vendor 0202 - SHAFFER AWARDS Total:					80.16
Vendor: 5871 - SHANNON DIVERSIFEID INC					
100-1610-7652	SHANNON DIVERSIFEID INC	Sports Park Kitchen Exhaust Service	83224		390.00
100-1610-7652	SHANNON DIVERSIFEID INC	Cmty Ctr Kitchen Exhaust Service	83226		450.00
Vendor 5871 - SHANNON DIVERSIFEID INC Total:					840.00
Vendor: 5409 - SHRED-IT USA LLC					
100-1825-7980	SHRED-IT USA LLC	Document Shredding	8182032095		175.34
Vendor 5409 - SHRED-IT USA LLC Total:					175.34
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	Duarte-Bardakjians v. Adams Legal 5/2021	27867		276.00
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 5/2021	27867		1,269.00
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 5/2021	27867		9,920.27

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 5/2021	27867		517.52
Vendor 5441 - SILVER & WRIGHT LLP Total:					11,982.79
Vendor: 0209 - SMART & FINAL					
100-1605-7980	SMART & FINAL	Staff Easter (Eggfest 2021) Food	5804		46.52
100-1610-7618	SMART & FINAL	City Hall Supplies	712822		137.10
100-1605-7733	SMART & FINAL	Giveaway Candy	538888		52.98
100-1605-7733	SMART & FINAL	SC Concert & Dinner 5/24/21	208811		88.97
		Supplies			
100-1605-7733	SMART & FINAL	Senior Center Supplies	932122		65.37
100-1605-7733	SMART & FINAL	Senior Center Supplies	734677		41.29
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	329455		26.78
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	538933		109.83
100-1605-7733	SMART & FINAL	SC Father's Day Supplies	351677		27.98
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	563833		27.93
Vendor 0209 - SMART & FINAL Total:					624.75
Vendor: 6084 - SOTO ENTERTAINMENT GROUP					
100-1605-7758	SOTO ENTERTAINMENT GROUP	July 3rd Entertainment	6082021		1,400.00
Vendor 6084 - SOTO ENTERTAINMENT GROUP Total:					1,400.00
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertisinig 5/2021	513219		2,800.00
Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:					2,800.00
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3477984773		48.93
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3478885334		124.37
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3479106811		13.01
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3479106812		10.12
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3479241059		265.63
100-1605-7614	STAPLES ADVANTAGE	Paper Cutter	3479366757		138.02
100-1605-7614	STAPLES ADVANTAGE	Register Tape	3479650480		18.40
Vendor 2688 - STAPLES ADVANTAGE Total:					618.48
Vendor: 5074 - STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION					
100-1805-7764	STATE OF CALIFORNIA ENERGY ...	CEC Payment 18 of 27	11028	201023-Annual Prin Pmts-EECBG	8,714.62
100-1805-7765	STATE OF CALIFORNIA ENERGY ...	CEC Payment 18 of 27	11028	201023-Annual Int Pmt-EECBG	1,394.59
Vendor 5074 - STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION Total:					10,109.21
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection SA-10423			145.00
		5/4/21			
100-1410-7656	SUNWEST ENGINEERING	Generator Spill Bucket	SA-10732		635.00
		Test/Annual Certification			
Vendor 1610 - SUNWEST ENGINEERING Total:					780.00
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 5/2021	6142021		6,101.50
Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:					6,101.50
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 5/1/21 - 5/31/21	844455960		166.88
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					166.88
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIEPI SMITH & ASSOCIATES	Social Media Management	6424		8,355.00
		6/2021			
100-1020-7718	TRIEPI SMITH & ASSOCIATES	City Newsletter 6/2021	6424		1,300.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					9,655.00
Vendor: 5194 - U.S. BANK PARS ACCOUNT #6746050100					
100-1825-7674	U.S. BANK PARS ACCOUNT #67...	FY21Add'l OPEB Contribution	6/23/2021		445,000.00
Vendor 5194 - U.S. BANK PARS ACCOUNT #6746050100 Total:					445,000.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4484 - U.S. BANK					
100-1010-7980	U.S. BANK	Cmty Clean Up Lunch 5/15/21 (Max's)	5252021BV		147.19
100-1205-7610	U.S. BANK	CERT Meeting 5/13/21 (Raffi's Catering)	5252021BV		87.10
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Captain Reyes (Spices Thai)	5252021BV		34.00
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Chief Jacob (Bhanu Cuisine)	5252021BV		43.07
100-1205-7615	U.S. BANK	Emergency Traffic Cones (Amazon)	5252021BV		540.10
100-1205-7779	U.S. BANK	DART Paint Night Dinner (Tropicana Mkt)	5252021BV		87.89
100-1205-7779	U.S. BANK	DART Meeting Raffle Prizes (Amazon)	5252021BV		100.00
100-1205-7779	U.S. BANK	DART Volunteer Lunch 5/8/21 (In-N-Out Burger)	5252021BV		106.67
100-1205-7779	U.S. BANK	Youth Event 5/11/21 (Lazer Xpress)	5252021BV	201914-Youth Programs-Cal VIP	175.00
100-1205-7779	U.S. BANK	Youth Event Dinner 5/11/21 (Subway)	5252021BV		325.00
100-1205-7779	U.S. BANK	DART Paint Night Supplies (Amazon)	5252021BV		69.39
100-1205-7887	U.S. BANK	9V Batteries (Target)	5252021BV		15.42
100-1205-7980	U.S. BANK	Adobe Acrobat Pro	5252021BV		14.99
100-1205-7980	U.S. BANK	Cmty Clean Up-CERT Snacks (Smart & Final)	5252021BV		21.31
100-1205-7980	U.S. BANK	Public Safety Water (Walmart)	5252021BV		46.53
100-1205-7980	U.S. BANK	Tobacco Sting Volunteer Food (Max's)	5252021BV		185.71
100-1205-7980	U.S. BANK	Volunteer Gift Cards (Target)	5252021BV		80.00
Vendor 4484 - U.S. BANK Total:					2,079.37
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	80028920		59.28
Vendor 0237 - WAXIE SANITARY SUPPLY Total:					59.28
Vendor: 6047 - YESSSENIA FLORES					
100-1205-7779	YESSSENIA FLORES	DART Scholarship	6162021	201331-PS Youth Programs	300.00
Vendor 6047 - YESSSENIA FLORES Total:					300.00
Fund 100 - GENERAL FUND Total:					815,827.51
Fund: 220 - GAS TAX FUN					
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
220-2205-8100	BUCKNAM INFRASTRUCTURE G...	Pavement Management Update	352-04.06		5,286.10
Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:					5,286.10
Vendor: 5873 - ELIE FARAH INC					
220-2225-7980	ELIE FARAH INC	FY21 Street Rehab Design 9/16/20 - 4/14/21	3-DUA20-23	202101-Other Exp-2021 Street ...	945.00
Vendor 5873 - ELIE FARAH INC Total:					945.00
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2225-7980	JCL TRAFFIC SERVICES	Street Name Signs	109511		299.11
220-2225-7980	JCL TRAFFIC SERVICES	Speed Limit Signs	109512		556.43
Vendor 3957 - JCL TRAFFIC SERVICES Total:					855.54
Vendor: 6206 - KHR ASSOCIATES					
220-2205-8100	KHR ASSOCIATES	PS&E Highland Promenade Design 3/1/21 - 5/31/21	21-10504	202106-Highland Promenade ...	9,135.97
Vendor 6206 - KHR ASSOCIATES Total:					9,135.97

Council Warrant Register By Vendor

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0205 - SIEMENS INDUSTRY INC					
220-2210-7811	SIEMENS INDUSTRY INC	SCE Work-Generator Set-up	5620032401		1,758.00
Vendor 0205 - SIEMENS INDUSTRY INC Total:					1,758.00
Fund 220 - GAS TAX FUN Total:					17,980.61
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 5210 - ACOSTA GROWERS INC					
240-2420-7887	ACOSTA GROWERS INC	Kendrick Tract Landscape Plants	48582		77.18
Vendor 5210 - ACOSTA GROWERS INC Total:					77.18
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	7372945		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					20,636.07
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7663	COUNTY OF LOS ANGELES AGRI...	Median Turf Gopher Control 4/2021	1902P		273.82
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					273.82
Vendor: 4142 - RUDY'S PLUMBING INC					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	6230		120.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Mountain Ave Median	6588		120.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract	6491		120.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					360.00
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Duarte Rd Median	110242365-001		598.28
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					598.28
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					21,945.35

Council Warrant Register By Vendor

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 6237 - FAST 5 HOLDING COMPANY LLC					
440-4405-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #21 Car Wash	3290		9.00
Vendor 6237 - FAST 5 HOLDING COMPANY LLC Total:					9.00
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	27th Installment of 3rd Bus 6/2021	F2802-0621		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2021	SI008158		24,407.95
Vendor 3192 - FOOTHILL TRANSIT Total:					28,295.00
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2021	16758		1,556.00
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,556.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					29,860.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	27th Installment of 3rd Bus 6/2021	F2802-0621		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2021	SI008158		19,970.15
Vendor 3192 - FOOTHILL TRANSIT Total:					23,150.46
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2021	16758		1,273.10
Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:					1,273.10
Fund 460 - PROPOSITION C TRANSIT FUND Total:					24,423.56
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 5406 - FS CONTRACTORS INC					
470-2127	FS CONTRACTORS INC	Retention-FY20/21 Citywide Concrete Repairs	2929	202111-Retention-Citywide Sid...	7,944.48
Vendor 5406 - FS CONTRACTORS INC Total:					7,944.48
Fund 470 - MEASURE R LR TRANSIT FUND Total:					7,944.48
Grand Total:					917,981.51

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	815,827.51
220 - GAS TAX FUN	17,980.61
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	21,945.35
440 - PROPOSITION A TRANSIT FUND	29,860.00
460 - PROPOSITION C TRANSIT FUND	24,423.56
470 - MEASURE R LR TRANSIT FUND	7,944.48
Grand Total:	917,981.51

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7612	Publications and Dues	969.81
100-1010-7670	Legal Notices	2,800.00
100-1010-7980	Other Expenses	147.19
100-1015-7684	Code Enforcement Legal	11,982.79
100-1020-7712	Community Information (...)	8,355.00
100-1020-7713	Historical Museum Bldg ...	83.30
100-1020-7716	Special Community Events	2,138.24
100-1020-7718	City Newsletter	1,300.00
100-1020-7722	City Web Site	755.57
100-1020-7724	Post Office Parking	115.00
100-1205-7610	Travel, Mtgs & Conf	164.17
100-1205-7614	Office Supplies	265.63
100-1205-7615	Emergency Supplies	840.07
100-1205-7650	Vehicle Maintenance	9.00
100-1205-7655	Emergency Services	166.88
100-1205-7760	Homeless Outreach Progr...	3,964.40
100-1205-7761	Parking Ticket Collect	6,387.24
100-1205-7762	Parking Pass Kiosk Costs	268.60
100-1205-7779	Youth Programs	3,498.95
100-1205-7780	Animal Control	5,166.67
100-1205-7782	Crossing Guard Contract ...	4,371.38
100-1205-7887	Repairs & Replacements	15.42
100-1205-7980	Other Expenses	348.54
100-1405-7076	Tuition Reimbursement	3,000.00
100-1405-7614	Office Supplies	137.38
100-1405-7800	Building Department Serv...	131,007.35
100-1405-7965	Professional Services	11,074.00
100-1405-7967	Public Works Inspections	5,120.00
100-1405-7969	City Engineer	7,700.00
100-1405-7980	Other Expenses	1,847.50
100-1405-8100	Other Capital Improvemnts	117,067.00
100-1410-7650	Vehicle Maintenance	634.86
100-1410-7656	Emergency Generator	1,499.00
100-1410-7887	Repairs & Replacements	297.16
100-1410-8030	Other Equipment (Capital)	820.43
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7612	Publications and Dues	480.00
100-1605-7614	Office Supplies	156.42
100-1605-7636	Uniforms	32.91
100-1605-7728	Americorp's VIP Program	1,336.77
100-1605-7730	Special Events	183.70
100-1605-7733	Senior Center	478.98
100-1605-7735	Teen Center	729.51
100-1605-7736	Youth & Adult Recreation...	432.00
100-1605-7740	Day Camps	911.01
100-1605-7758	Independence Day Celebr...	1,400.00
100-1605-7980	Other Expenses	536.28

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7616	Pool Supplies	270.21
100-1610-7617	Pool Chemicals	963.06
100-1610-7618	Building Supplies	1,519.00
100-1610-7636	Uniforms	98.26
100-1610-7652	Building Maint Services	4,343.85
100-1805-7614	Office Supplies	59.05
100-1805-7764	CA CEC Annual Principal P...	8,714.62
100-1805-7765	CA CEC Annual Interest P...	1,394.59
100-1805-7965	Professional Services	2,283.49
100-1810-7660	Other Services	243.00
100-1810-7671	Recruiting Advertisements	200.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7632	Software Maintenance	1,010.30
100-1815-7980	Other Expenses	3,503.05
100-1825-7614	Office Supplies	48.92
100-1825-7626	Postage	5,000.00
100-1825-7631	Equipment Maintenance	33.87
100-1825-7674	Retiree Health Insurance	445,000.00
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	175.34
100-2120	Refundable Deposits	700.00
100-2127	Retention Payable	-5,560.85
100-4201	Building Permits	505.00
100-4302	Parking Citations	60.00
100-4408	Property Rental	1,779.34
220-2205-8100	Other Capital Improvemnts	14,422.07
220-2210-7811	Street Maintenance	1,758.00
220-2225-7980	Other Expenses	1,800.54
240-2410-7662	Other Serv-Citywide	120.00
240-2410-7663	Other Serv-Medians	393.82
240-2410-7891	Repairs-Medians	598.28
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7887	Repairs & Replacements	197.18
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
440-4405-7650	Vehicle Maintenance	9.00
440-4405-7814	Graffiti Removal	1,556.00
440-4405-7960	Foothill Transit Operations	24,407.95
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7814	Graffiti Removal	1,273.10
460-4605-7960	Foothill Tranist Operations	19,970.15
460-4605-8013	Vehicles (Capital)	3,180.31
470-2127	Retention Payable	7,944.48
Grand Total:		917,981.51

Project Account Summary

Project Account Key	Payment Amount
None	757,434.52
201023-Annual Int Pmt-EECBG	1,394.59
201023-Annual Prin Pmts-EECBG	8,714.62
201331-PS Youth Programs	2,535.00
201914-Youth Programs-Cal VIP	175.00
202027-Prof Svc-COH Sidewalk & Ped Lighting Improv	6,716.25
202101-Other Exp-2021 Street Rehab Project	945.00
202102-Prof. Svcs-CH CDBG ADA Improvement	2,724.00
202106-Highland Promenade Measure M	9,135.97
202107-Duarte's Promise-Expense	1,336.77
202111-Retention-Citywide Sidewalk Proj FY20-21	7,944.48
202115-Outreach-Homeless Services Grant-(SGVCOG)	3,964.40
202118-ATP Cycle 4-Professional Svcs	1,633.75
202125-Highland/Huntington Traffic Signal Improv.	5,850.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,779.34
250016-Oper of Acq Prop-1229 Pops Road	41.67
Other Captial Improvements- 202017	111,217.00
Retention- 202017	-5,560.85
Grand Total:	917,981.51



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1410-7650	BORDER RECAPPING LLC	Vehicle #4 Tire Repair	1202		625.86
100-1605-7730	CAPITAL ONE	Eggfest 2021 Candy	EFT11592		264.08
100-1605-7980	SMART & FINAL	Staff Easter (Eggfest 2021) Food	1225		46.52
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repairs-Senior Center	1221		1,424.28
100-1605-7735	CAPITAL ONE	Teen Ctr Office Supplies	EFT11592		84.65
100-1605-7735	CAPITAL ONE	Teen Ctr Supplies	EFT11592		45.55
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11638		186.17
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11638		24.18
100-1610-7618	CAPITAL ONE	Basketball Court Nets	EFT11592		27.23
100-1020-7713	HOME DEPOT CREDIT SERVICES	Museum Supplies/Reparis	EFT11638		83.30
100-1605-7980	CAPITAL ONE	Credit Conversion	EFT11592		-146.93
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing/Repairs-Royal Oaks Park Building	1221		1,137.17
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11638		290.66
100-1605-7733	CAPITAL ONE	SC Food Bank Water	EFT11592		7.58
100-1605-7612	KIWANIS CLUB OF DUARTE	Marilyn Mays Membership Dues 7/1/20 - 6/30/21	216211		480.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11638		52.24
100-1605-7740	BUBBLEMANIA AND COMPANY ...	Summer Day Camp Activity 6/30/21	216186		215.00
100-1205-7761	DATA TICKET INC	Code Enforcement Citation Processing 4/2021	1208		285.74
100-1610-7652	AIR-TRO INC	Yard Office A/C Repair	216178		231.00
100-1610-7618	SMART & FINAL	City Hall Supplies	1225		137.10
100-1610-7618	CAPITAL ONE	Fitness Ctr/Senior Ctr Vacuums	EFT11592		372.65
100-1610-7618	HOME DEPOT CREDIT SERVICES	Facility Maintenance Supplies/Repairs	EFT11638		75.68
100-1405-7965	RKA CONSULTING GROUP	City Hall Court Yard Design 4/2021	216225	202102-Prof. Svcs-CH CDBG AD...	2,724.00
100-1605-7733	SMART & FINAL	Giveaway Candy	1225		52.98
100-1610-7618	MAINTEX INC	Janitorial Supplies	1216		191.17
100-1610-7618	MAINTEX INC	Vacuum Belt	1216		2.97
100-1605-7728	RELATION INSURANCE SERVICES	AmeriCorps Health Insurance 6/2021	1220	202107-Duarte's Promise-Expe...	1,336.77
100-1610-7652	RUDY'S PLUMBING INC	Backflow Testing--City Yard Facility	1221		120.00
100-1825-7980	SHRED-IT USA LLC	Document Shredding	216230		175.34
100-1605-7735	CAPITAL ONE	TC Snack Bar Supplies	EFT11592		57.43
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 4/2021	216225		640.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 4/2021	216225		2,520.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 4/2021	216225		3,600.00
100-1405-7967	RKA CONSULTING GROUP	Public Works Inspections 4/2021	216225		3,280.00
100-1405-7969	RKA CONSULTING GROUP	FY22 LLD Engineering Svcs 4/2021	216225		940.00
100-1605-7733	SMART & FINAL	SC Concert & Dinner 5/24/21 Supplies	1225		88.97
100-1610-7652	SHANNON DIVERSIFEID INC	Sports Park Kitchen Exhaust Service	1222		390.00

Council Warrant Register By Account

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	SHANNON DIVERSIFEID INC	Cmty Ctr Kitchen Exhaust Service	1222		450.00
100-1605-7733	CAPITAL ONE	SC Concert & Dinner 5/24/21 Supplies	EFT11592		20.16
100-1405-7967	RKA CONSULTING GROUP	COH Public Works Inspections 4/2021	216225		1,840.00
100-1405-7965	RKA CONSULTING GROUP	ATP Cycle 4 Engineering Srvcs 4/2021	216225	202118-ATP Cycle 4-Professiona..	1,633.75
100-1405-7965	RKA CONSULTING GROUP	Duarte Rd Lighting/Ped Improvements 4/2021	216225	202027-Prof Svc-COH Sidewalk...	6,716.25
100-1020-7716	ASCAP	Music License 6/1/2021 - 5/31/2022	216182		368.67
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	1231		59.28
100-1605-7733	SMART & FINAL	Senior Center Supplies	1225		65.37
100-1825-7614	QUADIENT INC	Postage Machine Brush/Sponge Kit	216223		28.67
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniforms	216191		35.00
100-1605-7733	SMART & FINAL	Senior Center Supplies	1225		41.29
100-1010-7612	PASADENA STAR NEWS	6 Month Subscription	216220		619.81
100-1610-7652	POST ALARM SYSTEMS	Alarm Service	1219		165.00
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	216202		366.91
100-1010-7980	U.S. BANK	Cmty Clean Up Lunch 5/15/21 (Max's)	1199		147.19
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Chief Jacob (Bhanu Cuisine)	1199		43.07
100-1205-7610	U.S. BANK	CERT Meeting 5/13/21 (Raffi's Catering)	1199		87.10
100-1205-7610	U.S. BANK	Brian Villalobos Mtg w/Captain Reyes (Spices Thai)	1199		34.00
100-1205-7615	U.S. BANK	Emergency Traffic Cones (Amazon)	1199		540.10
100-1205-7779	U.S. BANK	Youth Event 5/11/21 (Lazer Xpress)	1199	201914-Youth Programs-Cal VIP	175.00
100-1205-7779	U.S. BANK	DART Paint Night Dinner (Tropicana Mkt)	1199		87.89
100-1205-7779	U.S. BANK	Youth Event Dinner 5/11/21 (Subway)	1199		325.00
100-1205-7779	U.S. BANK	DART Meeting Raffle Prizes (Amazon)	1199		100.00
100-1205-7779	U.S. BANK	DART Volunteer Lunch 5/8/21 (In-N-Out Burger)	1199		106.67
100-1205-7779	U.S. BANK	DART Paint Night Supplies (Amazon)	1199		69.39
100-1205-7887	U.S. BANK	9V Batteries (Target)	1199		15.42
100-1205-7980	U.S. BANK	Tobacco Sting Volunteer Food (Max's)	1199		185.71
100-1205-7980	U.S. BANK	Adobe Acrobat Pro	1199		14.99
100-1205-7980	U.S. BANK	Public Safety Water (Walmart)	1199		46.53
100-1205-7980	U.S. BANK	Volunteer Gift Cards (Target)	1199		80.00
100-1205-7980	U.S. BANK	Cmty Clean Up-CERT Snacks (Smart & Final)	1199		21.31
100-1610-7618	SHAFFER AWARDS	Council Names	216229		39.58
100-1605-7733	SHAFFER AWARDS	Plaque-SC Volunteer of the Year	216229		7.67
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1227		48.93
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 5/2021	1210		135.00
100-1805-7764	STATE OF CALIFORNIA ENERGY ...	CEC Payment 18 of 27	216176	201023-Annual Prin Pmts-EECBG	8,714.62
100-1805-7765	STATE OF CALIFORNIA ENERGY ...	CEC Payment 18 of 27	216176	201023-Annual Int Pmt-EECBG	1,394.59
100-1205-7762	CALE AMERICA INC	WTP Fees 5/2021	1203		268.60
100-1605-7740	MAGIC JUMP RENTALS INC	SDC 6/23/21 Event Water Slide Rental	216215		398.90

Council Warrant Register By Account

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1815-7980	AVIDEX INDUSTRIES LLC	AV Update for Council Chambers	216183		3,503.05
100-1605-7740	S & S WORLDWIDE	Summer Day Camp Supplies	216226		122.49
100-1405-8100	CLIMATEC LLC	Infrastructure Modernization Project	216193	Other Captial Improvements- 2...	43,418.99
100-1405-8100	CLIMATEC LLC	LED Lighting Modernization	216193	Other Captial Improvements- 2...	67,798.01
100-2127	CLIMATEC LLC	Retention	216193	Retention- 202017	-5,560.85
100-1825-7631	CANON SOLUTIONS AMERICA I...	FC/CMD Printer Maint 2/28/21 - 5/30/21	216188		33.87
100-1010-7670	SOUTHERN CALIFORNIA NEWS ...	Legal Advertisinig 5/2021	1226		2,800.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES ...	Buildng & Safety Srvc 5/2021	1206		130,493.35
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 5/4/21	1228		145.00
100-1410-7656	SUNWEST ENGINEERING	Generator Spill Bucket Test/Annuual Certification	1228		635.00
100-1610-7617	POOL & ELECTRICAL PRODUCTS ..	Pool Chemicals	216222		596.15
100-1015-7684	SILVER & WRIGHT LLP	1307 Bloomdale Legal 5/2021	1224		1,269.00
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 5/2021	1224		517.52
100-1015-7684	SILVER & WRIGHT LLP	Duarte-Bardakjians v. Adams Legal 5/2021	1224		276.00
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 5/2021	1224		9,920.27
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216191		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216191		8.20
100-1605-7730	CAPITAL ONE	Credit Conversion	EFT11592		-184.38
100-1205-7780	SAN GABRIEL VALLEY HUMANE ...	Animal Shelter Services 6/2021	216228		5,166.67
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185	250016-Oper of Acq Prop-1229 ...	41.67
100-1205-7655	THOMSON REUTERS-WEST PUB...	EOC Software 5/1/21 - 5/31/21	216236		166.88
100-1810-7660	CMC LIVESCAN & NOTARY SERV...	Livescan Services 3/31/21 & 5/2021	1207		115.00
100-2120	EDGAR PITTS	Field Rent Deposit Refund	216221		100.00
100-2120	ADAM LOEW	Skate Park Rent Deposit Refund	216213		100.00
100-4408	DUARTE UNIFIED SCHOOL DISTR..	Nextel Lease 6/2021	216198	250004 - Property Rent - Nextel...	1,779.34
100-1605-7736	AGI ACADEMY	Instructor Fees-Critical Reading	1200		216.00
100-1605-7736	AGI ACADEMY	Instructor Fees-Math Workshop	1200		216.00
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1225		26.78
100-1605-7636	SHAFFER AWARDS	Part Time Staff Name Badges	216229		32.91
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2021 - 7/1/2021	EFT11594		267.00
100-1405-7800	LIFE STORAGE #530	Building Plans Storage 6/1/2021 - 7/1/2021	EFT11595		247.00
100-1205-7782	ALL CITY MANAGEMENT SERVIC...	Crossing Guard Services 5/16/21 - 5/29/21	1201		4,371.38
100-1815-7630	DE LAGE LANDEN FINANCIAL SE...	iMac Lease Pymt 22 of 24	EFT11593		1,015.63
100-1205-7615	FSP DESIGNS	CERT Polos & Signs	1212		299.97
100-4201	AMERICAN ELECTRIC SERVICE I...	Refund-Electrical Permit Fees (Pmt #2021-239)	216181		505.00
100-1410-7656	CUMMINS SALES AND SERVICE	Emergency Generator Repair	216195		719.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1227		124.37
100-1810-7660	CALIFORNIA STATE DEPARTME...	Fingerprints Apps 5/2021	1204		128.00
100-1605-7735	FSP DESIGNS	Duarte Dance 4th of July Shirts	1212		341.30
100-1805-7965	HINDERLITER, DE LLAMAS & AS...	Sales Tax Audit Q4 2020	216207		2,283.49
100-1810-7671	CITY CLERKS ASSOCIATION OF C...	City Clerk Job Website Posting	216192		200.00
100-1605-7980	CHALLENGER TEAMWEAR	5k Medals	1205		636.69
100-1405-8100	KHR ASSOCIATES	PS&E Highland/Hunt Traffic Upgrades 3/13 - 5/31/21	1215	202125-Highland/Huntington T...	5,850.00
100-1610-7618	DARRELL RAY CARROLL	Keys	216190		60.09

Council Warrant Register By Account

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1610-7652	DARRELL RAY CARROLL	Senior Ctr Lock Repair	216190		155.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	1227		13.01
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	1227		10.12
100-1825-7614	HOLIDAY SIGNS LLC	Fitness Center Signs	216208		20.25
100-1605-7735	J & J SPORTS & TROPHIES	TC Teen Summer Olympics T-Shirts	216209		175.30
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 5/1/21 - 5/31/21	EFT11605		1,010.30
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1225		109.83
100-1205-7760	GARDEN INN & SUITES	Homeless Outreach-Prevention/Diversion/Rehousing	1213	202115-Outreach-Homeless Ser...	3,964.40
100-1825-7626	QUADIENT FINANCE USA INC	Postage for Meter	216175		5,000.00
100-2120	DAVID PARADA	Swimming Pool Depsoit Refund (Pmt #2020-423)	216219		500.00
100-1010-7612	MUNICIPAL CODE CORPORATI...	Online Municipal Code Admin Fee 6/1/21 - 5/31/22	1217		350.00
100-1405-7980	BUCKNAM INFRASTRUCTURE G...	GIS Updates	216187		1,847.50
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	216191		31.63
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	216191		8.20
100-1405-7076	MAIA MCCURLEY	Tuition Reimbursement	216217		3,000.00
100-1605-7758	SOTO ENTERTAINMENT GROUP	July 3rd Entertainment	216232		1,400.00
100-1605-7733	RALPHS GROCERY COMPANY	SC Father's Day Supplies	216224		56.04
100-1410-7887	GARVEY EQUIPMENT COMPANY	Trimmer/Blower Maintenance Repair	216205		297.16
100-1410-8030	GARVEY EQUIPMENT COMPANY	Power Equipment (Trimmer) & Gloves	216205		820.43
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	1227		265.63
100-1605-7733	SMART & FINAL	SC Father's Day Supplies	1225		27.98
100-1605-7730	DUARTE RECREATION PETTY CA...	Dry Clean Bunny Suits (2)	216197		104.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Candy	216197		5.94
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Father's Day Lottery Tickets	216197		30.00
100-1605-7733	DUARTE RECREATION PETTY CA...	SC Cookies-Diamond Retirement	216197		75.00
100-1605-7735	DUARTE RECREATION PETTY CA...	Teen Ctr Paint Supplies	216197		25.28
100-1605-7740	DUARTE RECREATION PETTY CA...	Summer Day Camp Supplies	216197		10.08
100-1605-7614	STAPLES ADVANTAGE	Paper Cutter	1227		138.02
100-1605-7740	SMART & FINAL	Summer Day Camp Supplies	1225		27.93
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS...	Citation Revenue Tax 5/2021	216233		6,101.50
100-1610-7652	ALBERTOS PLUMBING	Public Safety Urinal Filter	216179		120.00
100-4302	MANUEL G BOGNOT	Citation Overpayment	216184		60.00
100-1605-7614	STAPLES ADVANTAGE	Register Tape	1227		18.40
100-1020-7716	CURO MANAGED PRINT PRODU...	July 3rd Banners	216196		1,769.57
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Social Media Management 6/2021	1229		8,355.00
100-1020-7718	TRIPEPI SMITH & ASSOCIATES	City Newsletter 6/2021	1229		1,300.00
100-1205-7779	OLGALIVIER GARCIA	Public Safety Intern	216204		100.00
100-1205-7779	ALEXIS ALZAGA	DART Scholarship	216180	201331-PS Youth Programs	100.00
100-1205-7779	FABIANA MARCE	DART Scholarship	216216	201331-PS Youth Programs	200.00
100-1205-7779	BRYANNA MORALES	DART Scholarship	216218	201331-PS Youth Programs	100.00
100-1205-7779	ARIEL GONZALEZ	DART Scholarship	216206	201331-PS Youth Programs	200.00
100-1205-7779	ANNA LANDEROS	DART Scholarship	216212	201331-PS Youth Programs	85.00
100-1205-7779	EVELYN SALMERON	DART Scholarship	216227	201331-PS Youth Programs	300.00
100-1205-7779	JACQUELINE MAGANA	DART Scholarship	216214	201331-PS Youth Programs	50.00
100-1205-7779	ALEXANDRA TAPIA	DART Scholarship	216235	201331-PS Youth Programs	350.00
100-1205-7779	CASEY CARRILLO	DART Scholarship	216189	201331-PS Youth Programs	350.00
100-1205-7779	OLGALIVIER GARCIA	DART Scholarship	216203	201331-PS Youth Programs	500.00
100-1205-7779	YESSSENIA FLORES	DART Scholarship	216200	201331-PS Youth Programs	300.00
100-1610-7616	ORIGINAL WATERMEN INC	Lifeguard Suits	1218		270.21
100-1020-7722	GRANICUS INC	Civica Website Hosting 6/19/21 - 7/18/21	1214		755.57
100-1205-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #27 Car Wash	216199		9.00

Council Warrant Register By Account

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1410-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #18 Car Wash	216199		9.00
100-1825-7674	U.S. BANK PARS ACCOUNT #67...	FY21Add'l OPEB Contribution	1230		445,000.00
Fund 100 - GENERAL FUND Total:					815,827.51
Fund: 220 - GAS TAX FUN					
220-2210-7811	SIEMENS INDUSTRY INC	SCE Work-Generator Set-up	1223		1,758.00
220-2225-7980	ELIE FARAH INC	FY21 Street Rehab Design 9/16/20 - 4/14/21	1209	202101-Other Exp-2021 Street ...	945.00
220-2225-7980	JCL TRAFFIC SERVICES	Street Name Signs	216210		299.11
220-2225-7980	JCL TRAFFIC SERVICES	Speed Limit Signs	216210		556.43
220-2205-8100	KHR ASSOCIATES	PS&E Highland Promenade Design 3/1/21 - 5/31/21	1215	202106-Highland Promenade ...	9,135.97
220-2205-8100	BUCKNAM INFRASTRUCTURE G...	Pavement Management Update	216187		5,286.10
Fund 220 - GAS TAX FUN Total:					17,980.61
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	RUDY'S PLUMBING INC	Backflow Testing-Royal Oaks Park	1221		120.00
240-2410-7663	RUDY'S PLUMBING INC	Backflow Testing-Mountain Ave Median	1221		120.00
240-2420-7887	RUDY'S PLUMBING INC	Backflow Testing-Kendrick Tract	1221		120.00
240-2420-7887	ACOSTA GROWERS INC	Kendrick Tract Landscape Plants	216177		77.18
240-2410-7663	COUNTY OF LOS ANGELES AGRI...	Median Turf Gopher Control 4/2021	216194		273.82
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVI...	Landscape Maintenance 6/2021	216185		500.00
240-2410-7891	SITEONE LANDSCAPE SUPPLY H...	Irrigation Repairs-Duarte Rd Median	216231		598.28
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					21,945.35
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-8013	FOOTHILL TRANSIT	27th Installment of 3rd Bus 6/2021	1211		3,887.05
440-4405-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2021	216234		1,556.00

Council Warrant Register By Account

Payment Dates: 6/10/2021 - 6/23/2021

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2021	1211		24,407.95
440-4405-7650	FAST 5 HOLDING COMPANY LLC	Vehicle #21 Car Wash	216199		9.00
Fund 440 - PROPOSITION A TRANSIT FUND Total:					29,860.00
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	27th Installment of 3rd Bus 6/2021	1211		3,180.31
460-4605-7814	SUPERIOR PROPERTY SERVICES ...	Graffiti Removal 5/2021	216234		1,273.10
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 5/2021	1211		19,970.15
Fund 460 - PROPOSITION C TRANSIT FUND Total:					24,423.56
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	FS CONTRACTORS INC	Retention-FY20/21 Citywide Concrete Repairs	216201	202111-Retention-Citywide Sid...	7,944.48
Fund 470 - MEASURE R LR TRANSIT FUND Total:					7,944.48
Grand Total:					917,981.51

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	815,827.51
220 - GAS TAX FUN	17,980.61
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	21,945.35
440 - PROPOSITION A TRANSIT FUND	29,860.00
460 - PROPOSITION C TRANSIT FUND	24,423.56
470 - MEASURE R LR TRANSIT FUND	7,944.48
Grand Total:	917,981.51

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7612	Publications and Dues	969.81
100-1010-7670	Legal Notices	2,800.00
100-1010-7980	Other Expenses	147.19
100-1015-7684	Code Enforcement Legal	11,982.79
100-1020-7712	Community Information (...)	8,355.00
100-1020-7713	Historical Museum Bldg ...	83.30
100-1020-7716	Special Community Events	2,138.24
100-1020-7718	City Newsletter	1,300.00
100-1020-7722	City Web Site	755.57
100-1020-7724	Post Office Parking	115.00
100-1205-7610	Travel, Mtgs & Conf	164.17
100-1205-7614	Office Supplies	265.63
100-1205-7615	Emergency Supplies	840.07
100-1205-7650	Vehicle Maintenance	9.00
100-1205-7655	Emergency Services	166.88
100-1205-7760	Homeless Outreach Progr...	3,964.40
100-1205-7761	Parking Ticket Collect	6,387.24
100-1205-7762	Parking Pass Kiosk Costs	268.60
100-1205-7779	Youth Programs	3,498.95
100-1205-7780	Animal Control	5,166.67
100-1205-7782	Crossing Guard Contract ...	4,371.38
100-1205-7887	Repairs & Replacements	15.42
100-1205-7980	Other Expenses	348.54
100-1405-7076	Tuition Reimbursement	3,000.00
100-1405-7614	Office Supplies	137.38
100-1405-7800	Building Department Serv...	131,007.35
100-1405-7965	Professional Services	11,074.00
100-1405-7967	Public Works Inspections	5,120.00
100-1405-7969	City Engineer	7,700.00
100-1405-7980	Other Expenses	1,847.50
100-1405-8100	Other Capital Improvemnts	117,067.00
100-1410-7650	Vehicle Maintenance	634.86
100-1410-7656	Emergency Generator	1,499.00
100-1410-7887	Repairs & Replacements	297.16
100-1410-8030	Other Equipment (Capital)	820.43
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7612	Publications and Dues	480.00
100-1605-7614	Office Supplies	156.42
100-1605-7636	Uniforms	32.91
100-1605-7728	Americorp's VIP Program	1,336.77
100-1605-7730	Special Events	183.70
100-1605-7733	Senior Center	478.98
100-1605-7735	Teen Center	729.51
100-1605-7736	Youth & Adult Recreation...	432.00
100-1605-7740	Day Camps	911.01
100-1605-7758	Independence Day Celebr...	1,400.00
100-1605-7980	Other Expenses	536.28

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7616	Pool Supplies	270.21
100-1610-7617	Pool Chemicals	963.06
100-1610-7618	Building Supplies	1,519.00
100-1610-7636	Uniforms	98.26
100-1610-7652	Building Maint Services	4,343.85
100-1805-7614	Office Supplies	59.05
100-1805-7764	CA CEC Annual Principal P...	8,714.62
100-1805-7765	CA CEC Annual Interest P...	1,394.59
100-1805-7965	Professional Services	2,283.49
100-1810-7660	Other Services	243.00
100-1810-7671	Recruiting Advertisements	200.00
100-1815-7630	Equipment Lease	1,015.63
100-1815-7632	Software Maintenance	1,010.30
100-1815-7980	Other Expenses	3,503.05
100-1825-7614	Office Supplies	48.92
100-1825-7626	Postage	5,000.00
100-1825-7631	Equipment Maintenance	33.87
100-1825-7674	Retiree Health Insurance	445,000.00
100-1825-7945	Operation Of Acq Prop	41.67
100-1825-7980	Other Expenses	175.34
100-2120	Refundable Deposits	700.00
100-2127	Retention Payable	-5,560.85
100-4201	Building Permits	505.00
100-4302	Parking Citations	60.00
100-4408	Property Rental	1,779.34
220-2205-8100	Other Capital Improvemnts	14,422.07
220-2210-7811	Street Maintenance	1,758.00
220-2225-7980	Other Expenses	1,800.54
240-2410-7662	Other Serv-Citywide	120.00
240-2410-7663	Other Serv-Medians	393.82
240-2410-7891	Repairs-Medians	598.28
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7887	Repairs & Replacements	197.18
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
440-4405-7650	Vehicle Maintenance	9.00
440-4405-7814	Graffiti Removal	1,556.00
440-4405-7960	Foothill Transit Operations	24,407.95
440-4405-8013	Vehicles (Capital)	3,887.05
460-4605-7814	Graffiti Removal	1,273.10
460-4605-7960	Foothill Tranist Operations	19,970.15
460-4605-8013	Vehicles (Capital)	3,180.31
470-2127	Retention Payable	7,944.48
Grand Total:		917,981.51

Project Account Summary

Project Account Key	Payment Amount
None	757,434.52
201023-Annual Int Pmt-EECBG	1,394.59
201023-Annual Prin Pmts-EECBG	8,714.62
201331-PS Youth Programs	2,535.00
201914-Youth Programs-Cal VIP	175.00
202027-Prof Svc-COH Sidewalk & Ped Lighting Improv	6,716.25
202101-Other Exp-2021 Street Rehab Project	945.00
202102-Prof. Svcs-CH CDBG ADA Improvement	2,724.00
202106-Highland Promenade Measure M	9,135.97
202107-Duarte's Promise-Expense	1,336.77
202111-Retention-Citywide Sidewalk Proj FY20-21	7,944.48
202115-Outreach-Homeless Services Grant-(SGVCOG)	3,964.40
202118-ATP Cycle 4-Professional Svcs	1,633.75
202125-Highland/Huntington Traffic Signal Improv.	5,850.00
250004 - Property Rent - Nextel Rent (Otis Gordon)	1,779.34
250016-Oper of Acq Prop-1229 Pops Road	41.67
Other Captial Improvements- 202017	111,217.00
Retention- 202017	-5,560.85
Grand Total:	917,981.51



City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended May 31, 2021
(91.7% of FY 2020-21 Completed)

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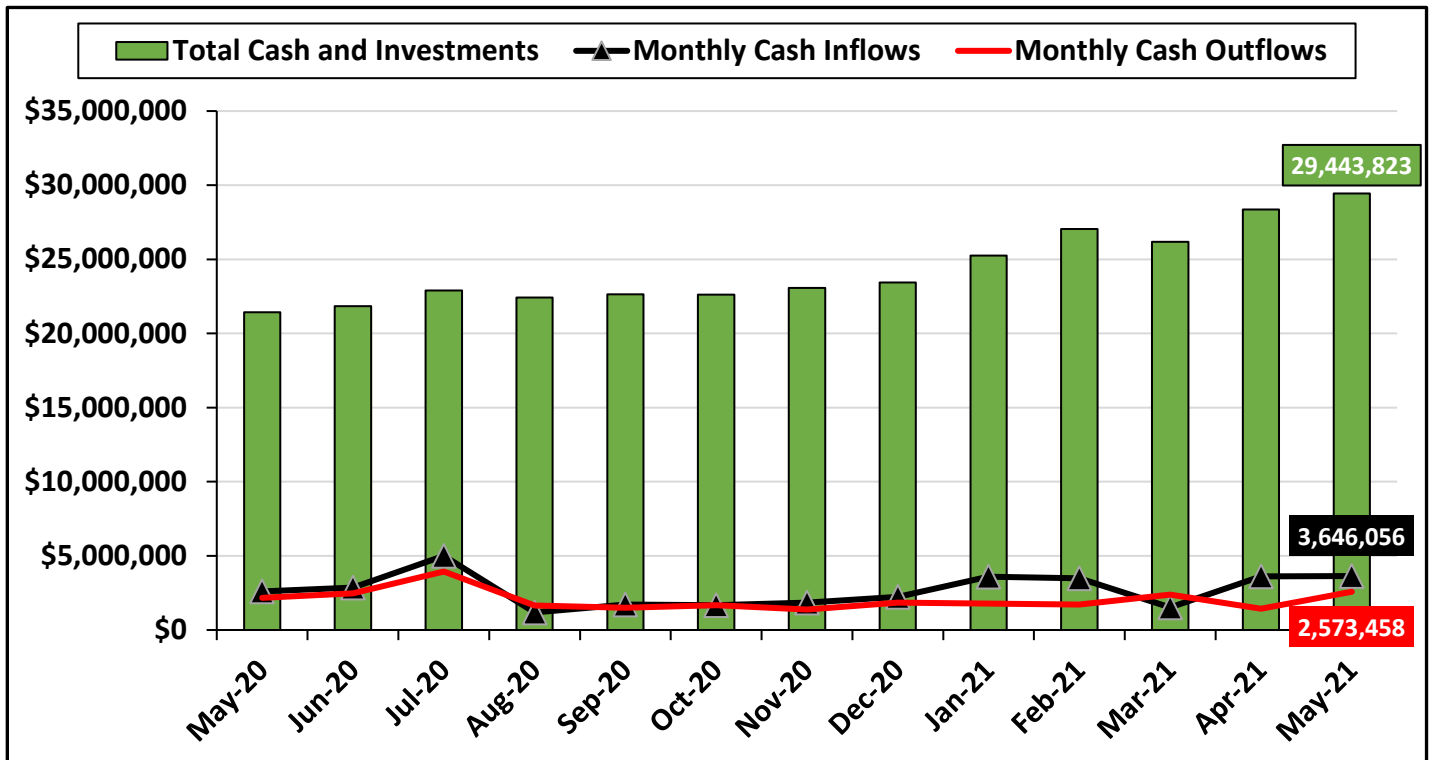
******A Glance at Unemployment in Duarte and the Region******

Unemployment Rate (in %)*					
	Jan-20	May-20	Feb-21	Mar-21	Apr-21
Irwindale	6.7	28.5	13.6	13.8	13.8
Duarte	5.4	24.3	12.2	12.4	12.4
Baldwin Park	4.7	22.2	12.3	12.3	12.2
Azusa	4.4	18.6	10.9	11.3	10.4
Glendora	4.0	17.5	9.0	9.2	9.0
Monrovia	3.8	17.8	9.1	9.2	8.9
Arcadia	3.4	17.4	7.9	8.2	8.0
Los Angeles County	4.5	20.8	10.9	11.0	11.0

* "Unemployment Rate" is number of unemployed persons as a percentage of the civilian labor force.

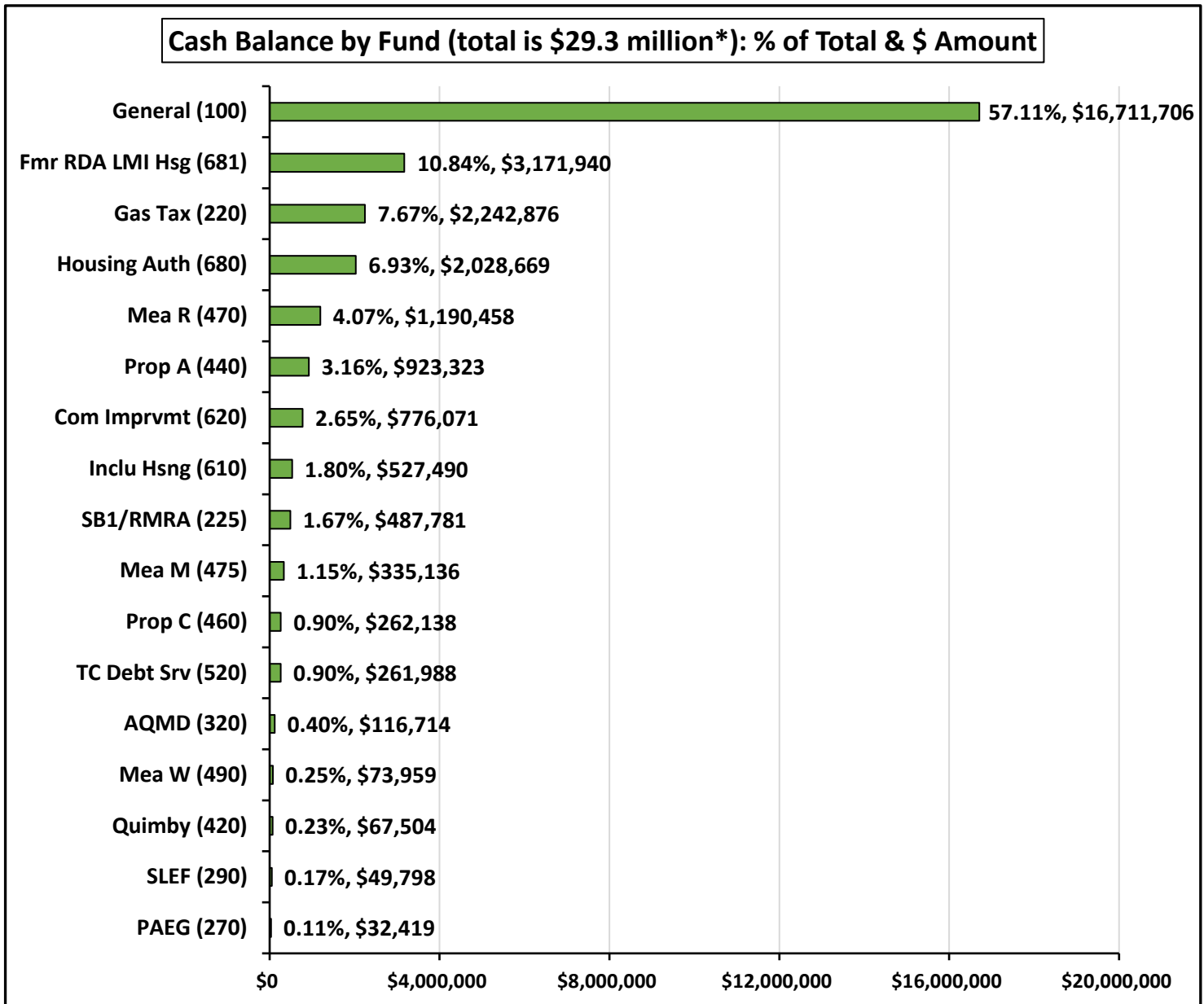
CITY OF DUARTE
Treasury Report - Monthly Activity & Balances
Month Ended May 31, 2021

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (05/01/2021)	\$12,934,752	\$15,436,473	\$28,371,225
Cash Inflows			
Receipts	\$3,646,056	\$0	\$3,646,056
Transfers In	\$0	\$0	\$0
Total Cash Inflows	\$3,646,056	\$0	\$3,646,056
Cash Outflows			
Disbursements	\$2,573,458	\$0	\$2,573,458
Transfers Out	\$0	\$0	\$0
Total Cash Outflows	\$2,573,458	\$0	\$2,573,458
Net Activity	\$1,072,598	\$0	\$1,072,598
Ending Balance (05/31/2021)	\$14,007,350	\$15,436,473	\$29,443,823



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

CITY OF DUARTE
Treasury Report - Cash Balance by Fund
Month Ended May 31, 2021



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

**Funds with zero or negative cash balances are not shown above.

CITY OF DUARTE

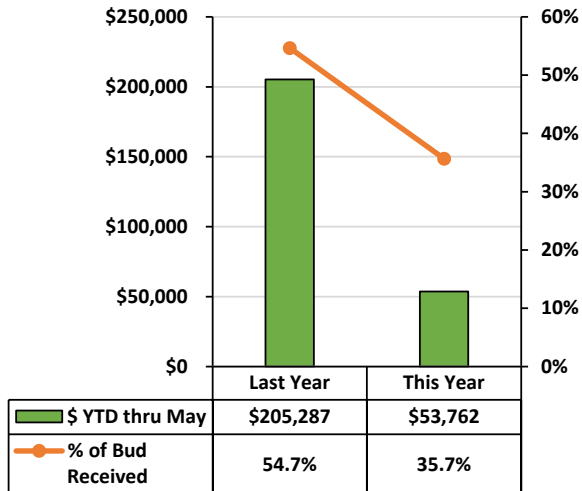
General Fund Revenue by Category & Major Sources FY 2020-21 Year-to-Date Through May versus Prior Year



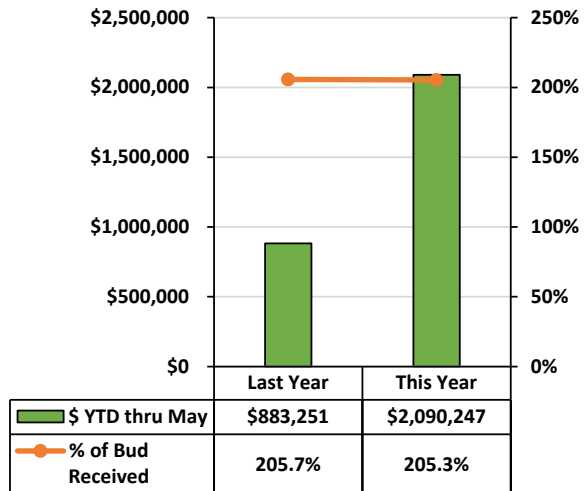
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2020-21 Year-to-Date Through May versus Prior Year

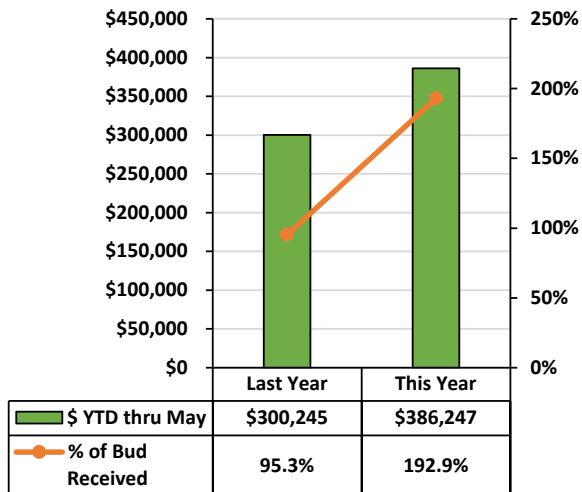
Recreation Fees



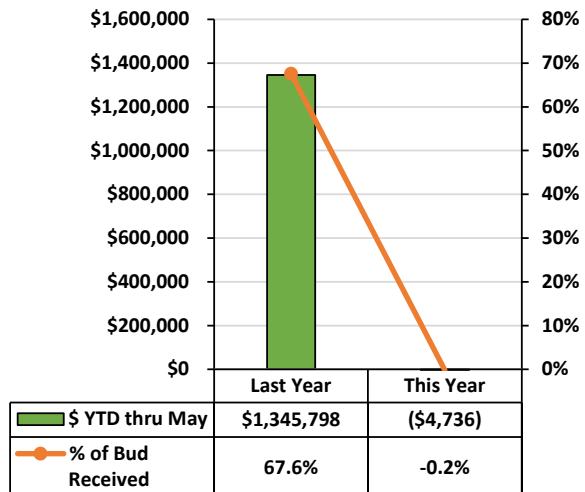
Other Service Charges



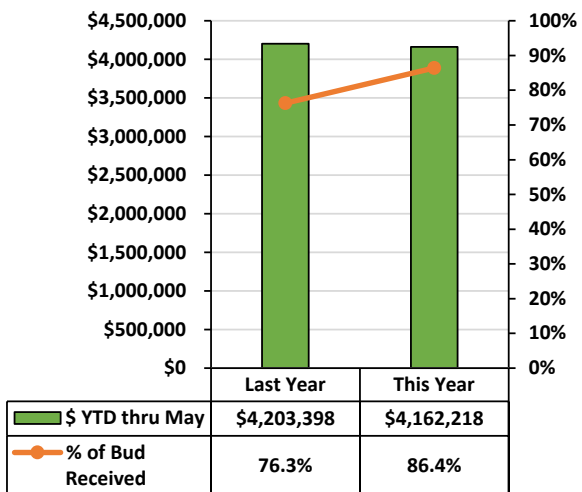
Miscellaneous



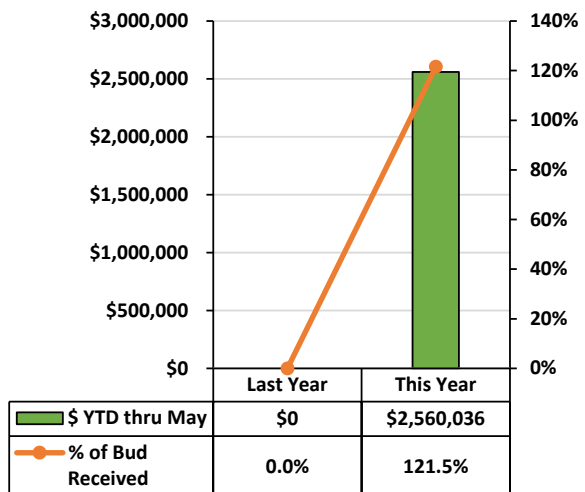
Reimbursements



Sales and Use Tax



Transactions (New Sales) Tax



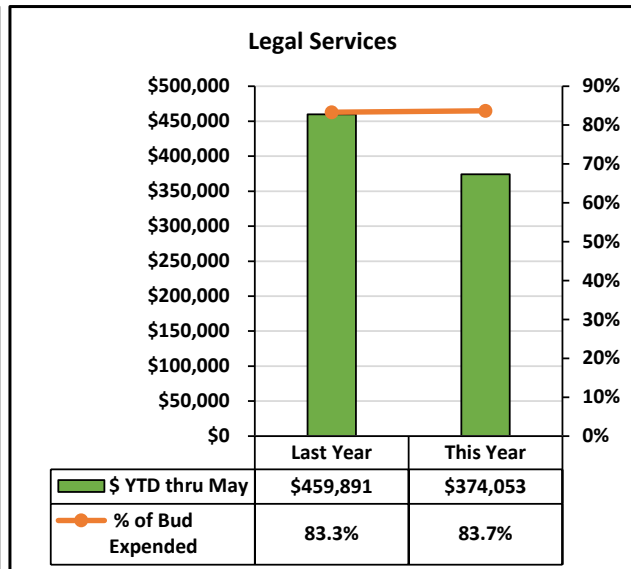
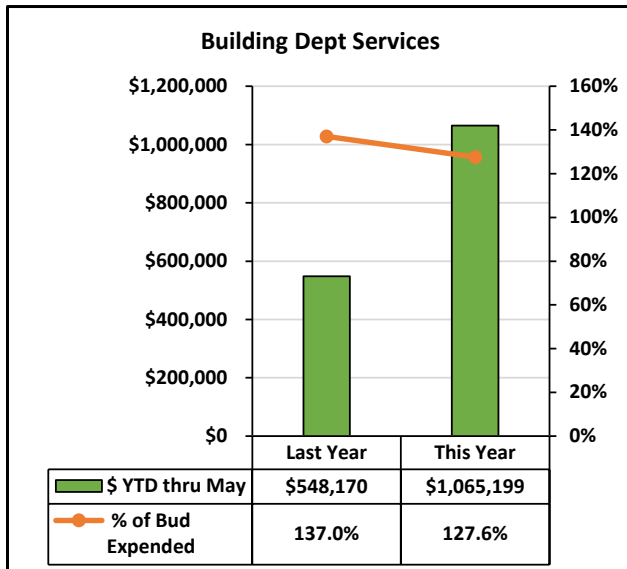
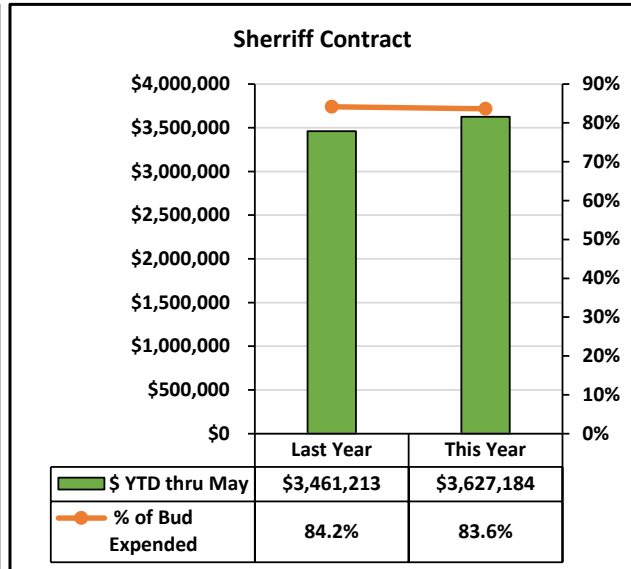
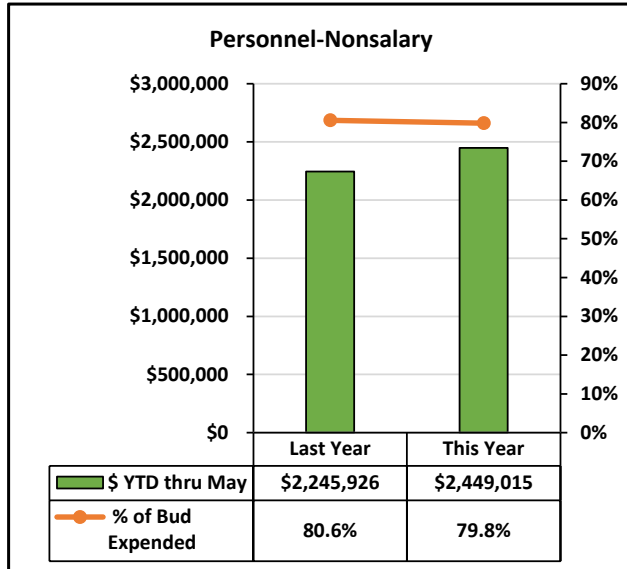
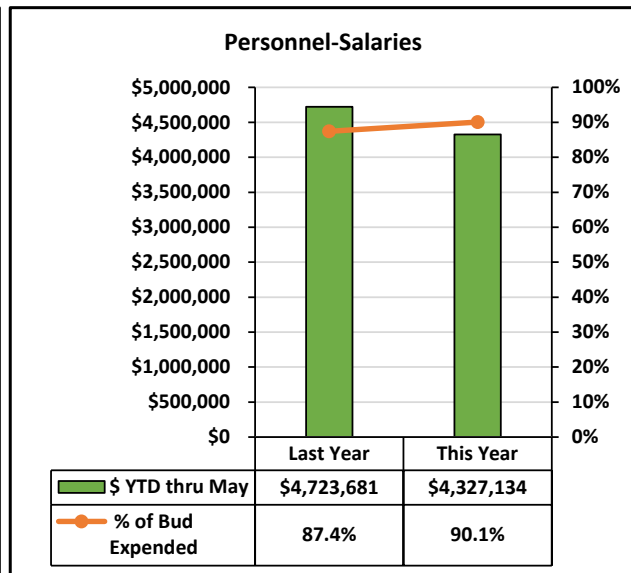
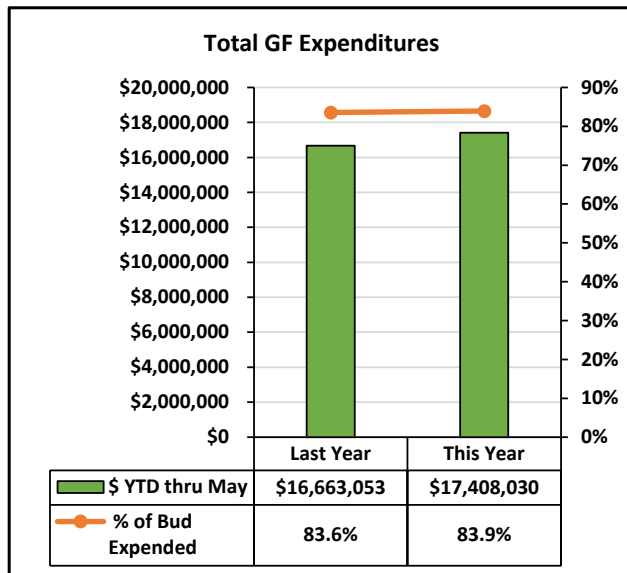
CITY OF DUARTE

General Fund Revenue by Category & Major Sources FY 2020-21 Year-to-Date Through May versus Prior Year



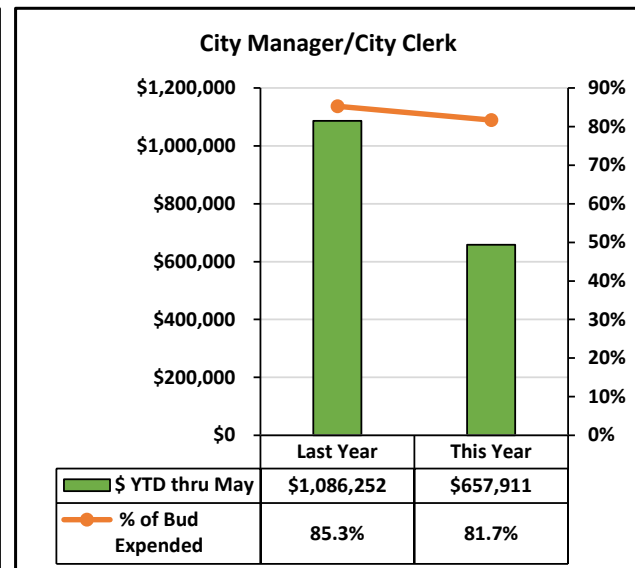
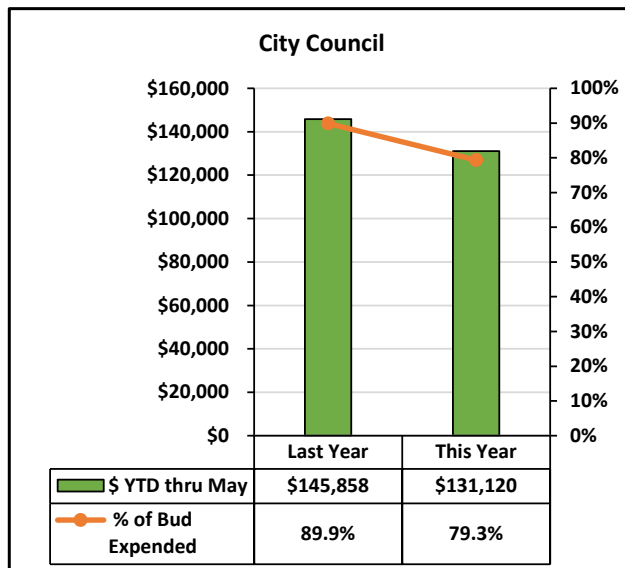
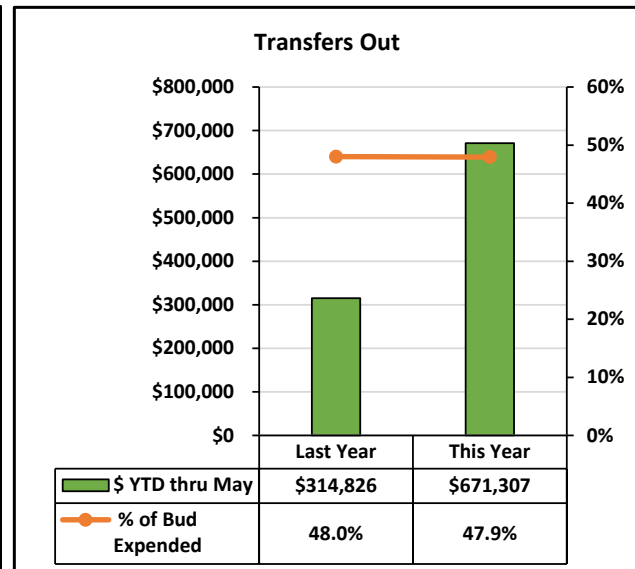
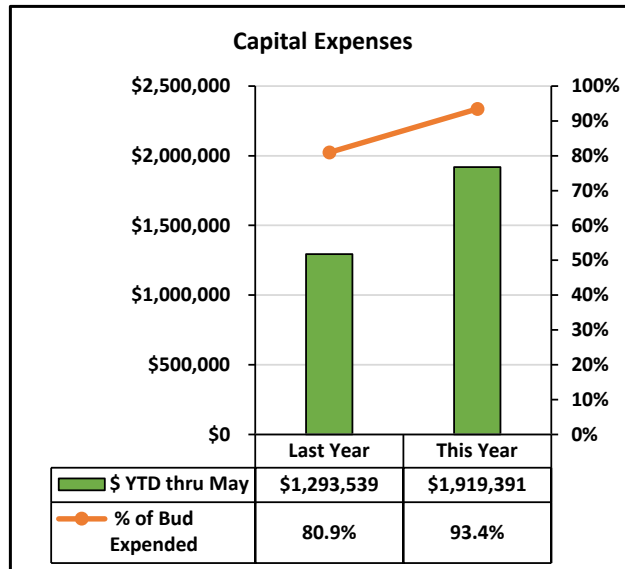
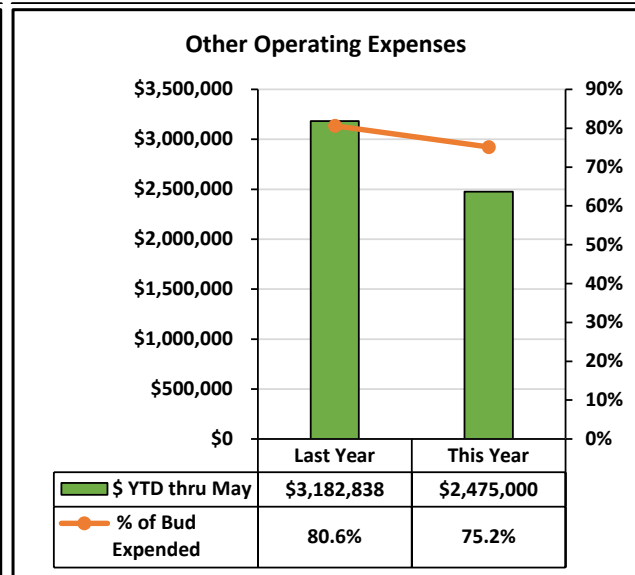
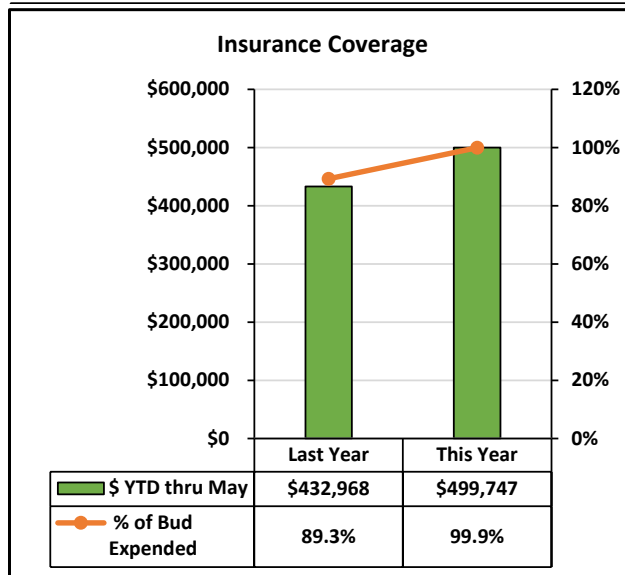
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2020-21 Year-to-Date Through May versus Prior Year



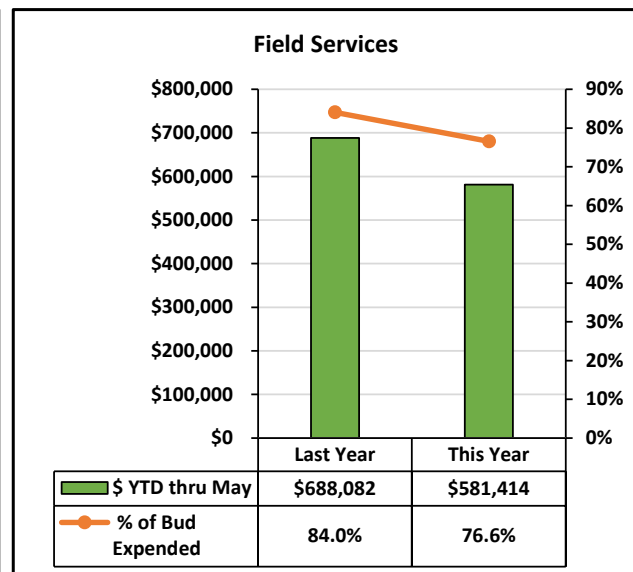
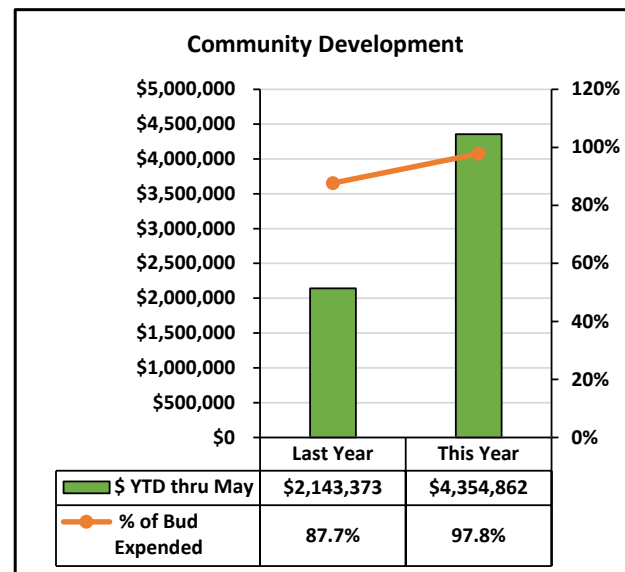
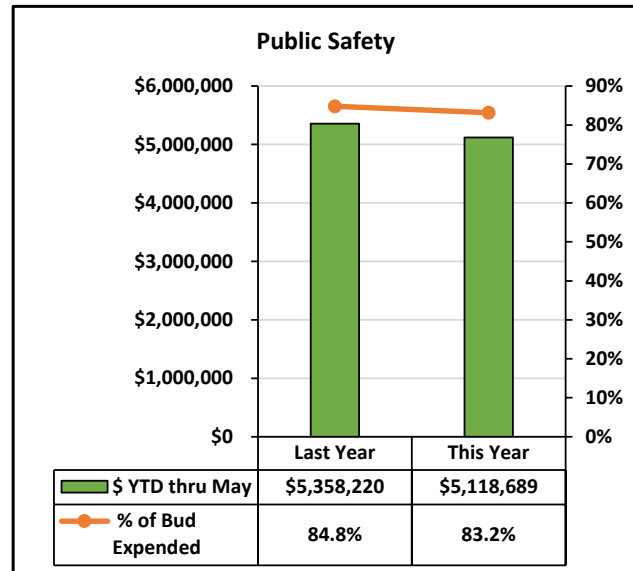
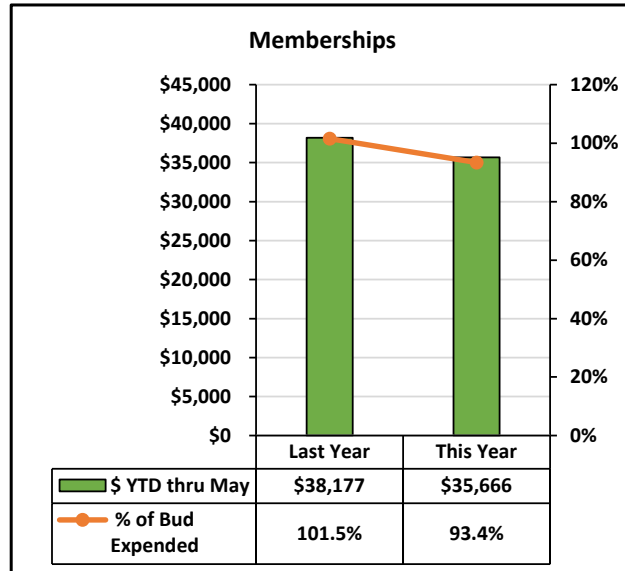
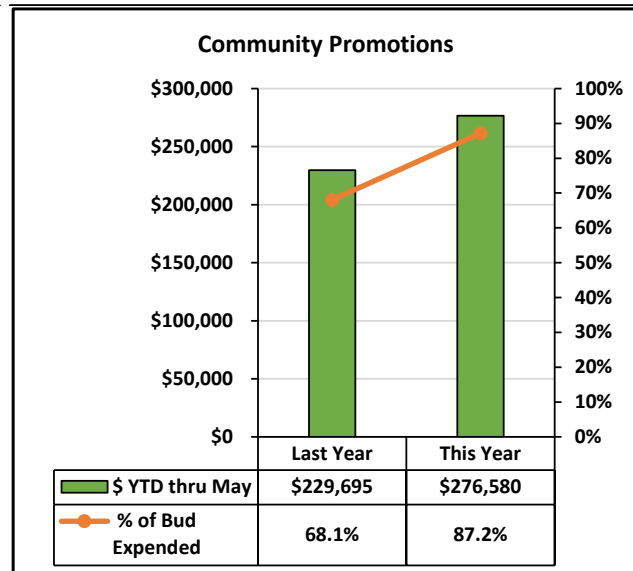
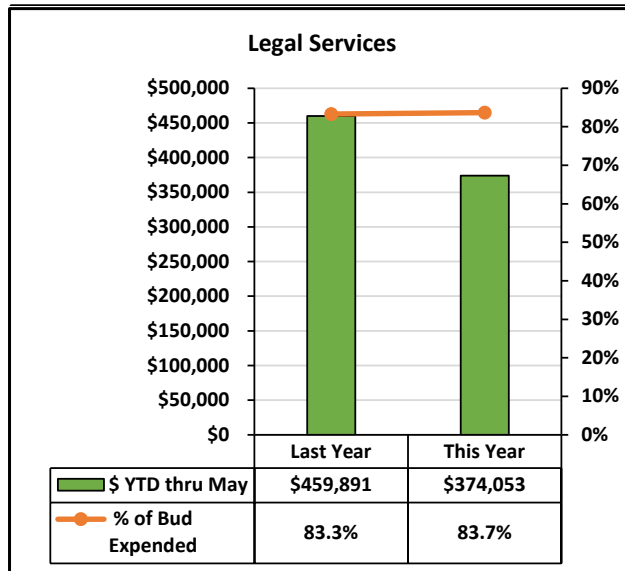
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2020-21 Year-to-Date Through May versus Prior Year



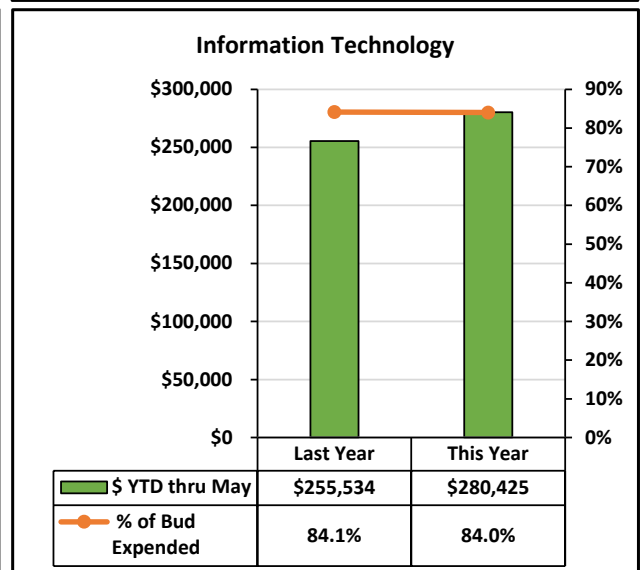
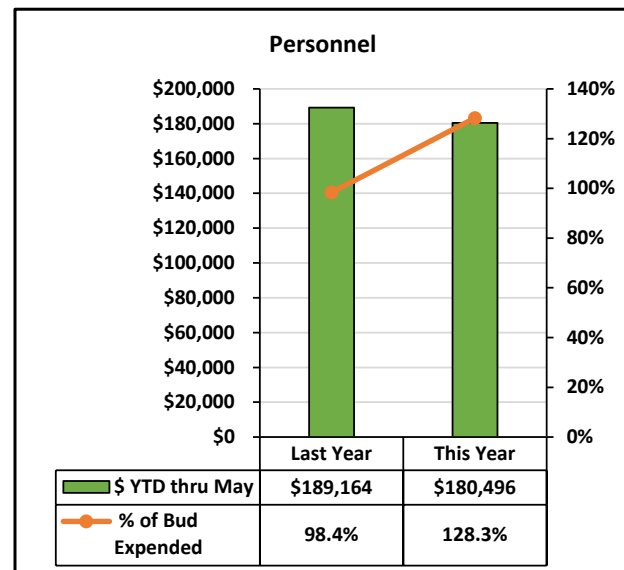
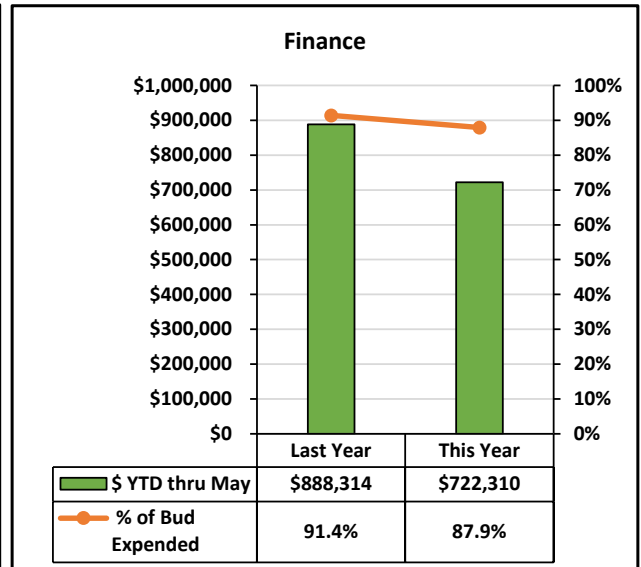
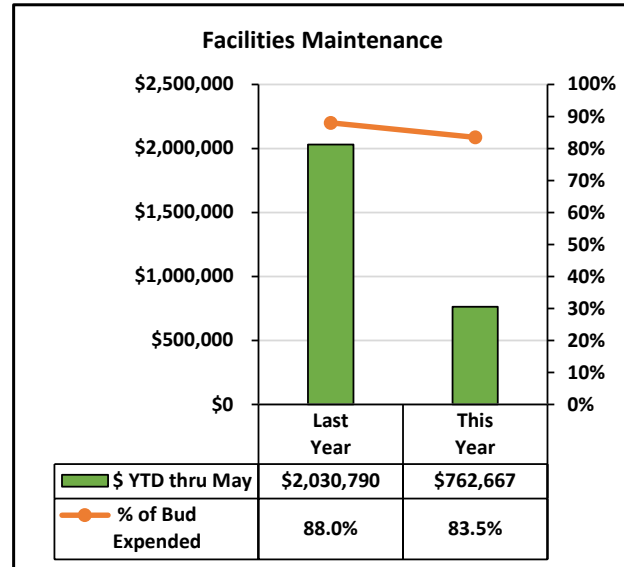
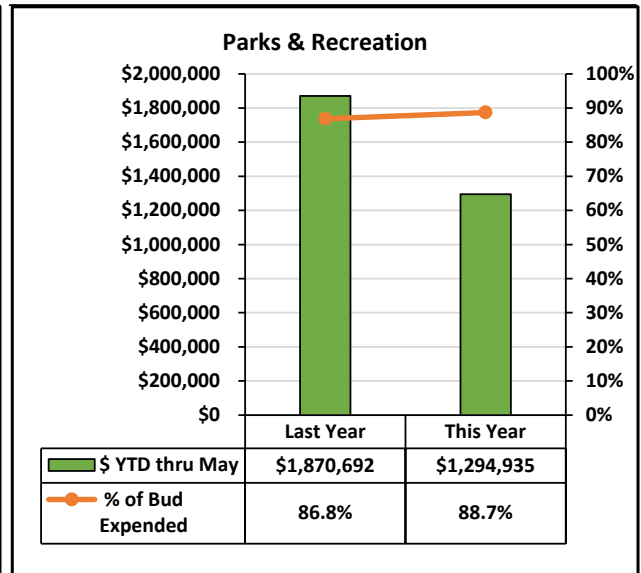
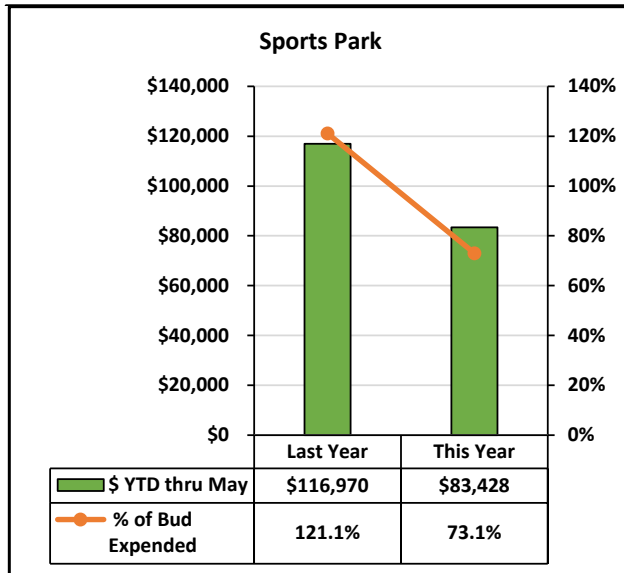
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2020-21 Year-to-Date Through May versus Prior Year



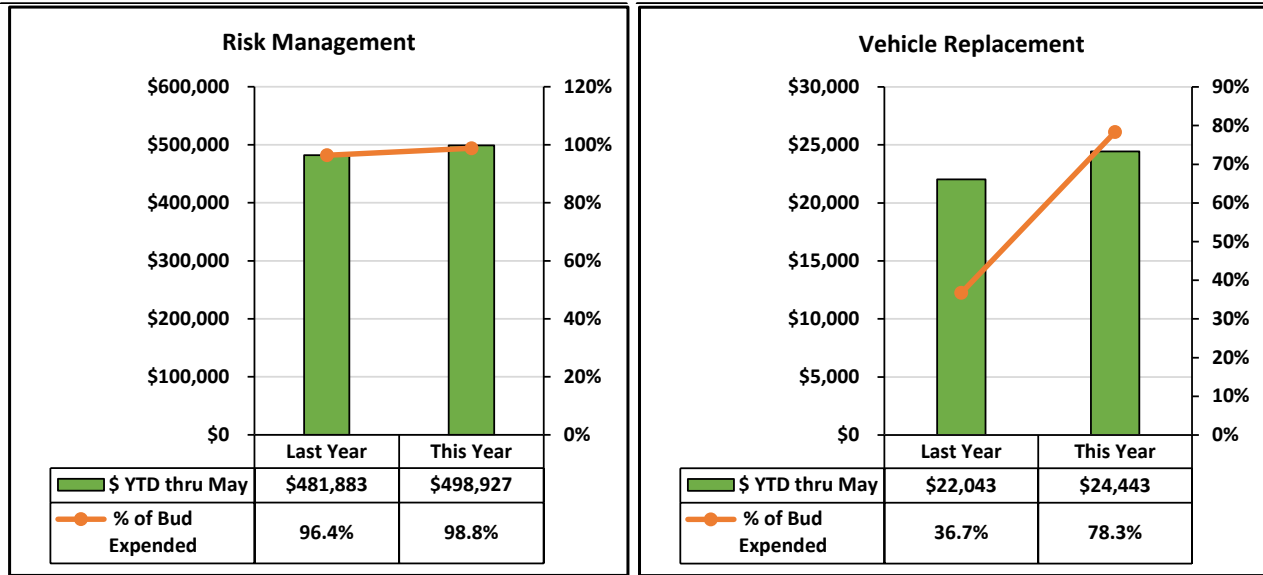
CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2020-21 Year-to-Date Through May versus Prior Year



CITY OF DUARTE

General Fund Expenditures by Category & Division FY 2020-21 Year-to-Date Through May versus Prior Year



CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund FY 2020-21 Year-to-Date Through May

Fund #	Fund Name	Beginning Fund Balance	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	17,271,064	18,403,652	(4,736)	16,736,723	671,307	990,887	18,261,951
220	Gas Tax	1,992,923	404,600	0	168,625	0	235,976	2,228,899
225	SB1/RMRA	418,697	299,084	0	230,000	0	69,084	487,781
240	Lghtng & Lndscpng	53,159	970,020	0	1,112,135	0	(142,115)	(88,956)
260	CDBG	0	4,674	0	5,000	0	(326)	(326)
270	PAEG	3,599	24,544	0	0	0	24,544	28,143
290	Supp Law Enfrcmnt	(101)	156,855	0	121,956	0	34,899	34,798
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	214,026	(95,540)	0	6,508	(4,736)	(97,312)	116,714
400	Park Development	0	0	0	0	0	0	0
420	Quimby	67,295	210	0	0	0	210	67,505
440	Prop A	732,149	584,186	0	394,423	0	189,764	921,913
460	Prop C	247,110	331,956	0	318,018	0	13,938	261,048
470	Mea R	1,198,340	252,553	0	302,378	0	(49,826)	1,148,514
475	Mea M	339,776	256,096	0	260,736	0	(4,640)	335,136
490	Mea W	0	249,848	0	180,314	0	69,534	69,534
520	Town Cntr Debt Serv	413,739	929	0	152,680	0	(151,751)	261,988
521	Infra Mod Debt Srv	1,133	58	0	220,837	0	(220,779)	(219,646)
610	Inclusionary Hsng	525,850	1,640	0	0	0	1,640	527,490
620	Community Impr	457,196	318,875	0	0	0	318,875	776,071
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	1,401,771	6,571	671,307	50,980	0	626,898	2,028,669
681	Fmr RDA L/M Hsg	4,043,834	9,859	0	0	0	9,859	4,053,693
Total - All Funds		29,381,560	22,180,668	666,571	20,261,311	666,571	1,919,357	31,300,917



Agenda Item: _____
CM Review: 
Fiscal Review: 

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

SUBJECT: Approval of Annual Duarte Chamber of Commerce Services Agreement FY 2021-22

RECOMMENDATION: Staff recommends that the City Council approve the FY 2021-22 Services Agreement in the amount of \$70,100 with the Duarte Chamber of Commerce.

FISCAL IMPACT: The Services Agreement is in the amount of \$70,100, which includes a one-time addition of \$25,000 due a reduction in the Chamber's membership dues and fundraising opportunities related to COVID-19. The appropriation of funds to account 100-1020-7710 was adopted as part of the FY 2021-22 budget. The payments will be made in two installments, one prior to July 31, 2021 and the other prior to January 30, 2022.

BACKGROUND

For over four decades, the City has entered into an agreement with the Duarte Chamber of Commerce for general services and business community support. Historically, the Chamber has faithfully and with good results executed these services outlined in previous agreements.

DISCUSSION/ANALYSIS

Staff believes that an active Chamber helps the City achieve economic development goals and provide services to Duarte's businesses community. Over the past year, the Chamber has worked diligently to support its membership and the broader business community within Duarte despite the difficulties raised by the COVID-19 pandemic and the related regulation of economic activity. The Chamber has also worked with the City to provide complementary communication, marketing, and development services for businesses.

For the last several years, the City provided \$45,100 toward the Chamber's budget. For FY 2021-22, the City Council is providing an additional \$25,000, for a total of \$70,100, in recognition of the impact of COVID-19 in reducing the Chamber's membership dues and fundraising opportunities. This one-time addition of \$25,000 will serve as an investment in sustaining the vital services the Chamber provides to Duarte's businesses and the City as a whole.

In addition to assisting the business community in getting past the COVID-19 pandemic, the Chamber will also continue its traditional services to the Duarte business community, including:

- 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;
- Including news and other information provided by the City in its various publications;
- Providing commissioner recommendations for two City Commissions, the Public Safety and Economic Development Commissions.

RECOMMENDATION

Staff recommends that the City Council approve the FY 2021-22 Services Agreement in the amount of \$70,100 with the Duarte Chamber of Commerce.

FISCAL IMPACT

The Services Agreement is in the amount of \$70,100, which includes a one-time addition of \$25,000 due a reduction in the Chamber's membership dues and fundraising opportunities related to COVID-19. The appropriation of funds to account 100-1020-7710 was adopted as part of the FY 2021-22 budget. The payments will be made in two installments, one prior to July 31, 2021 and the other prior to January 30, 2022.

ATTACHMENTS

Attachment A – FY 2021-22 Services Agreement by and between the City of Duarte and the Duarte Chamber of Commerce

**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, 2021 ("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, 2021 through June 30, 2022 ("Agreement Term"). The City shall pay the Chamber the sum of \$45,100 ("Compensation"), plus a one-time additional sum of \$25,000 ("Supplemental Compensation") for the Agreement Term for the services set forth herein. The Compensation and Supplemental Compensation shall be paid in two installments; the first by July 31, 2021 and the second by January 30, 2022.

The Chamber shall place the Compensation and Supplemental Compensation set forth in Section 1 in a separate account from other Chamber revenues and not utilize the Compensation or Supplemental 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 print and/or digital media.
 - 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.
 - 5) Advertising – The Chamber, through print and/or digital media, 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 monthly 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: Executive Director/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

Margaret Finlay, Mayor pro tem

ATTEST:

Annamarie Porter, Interim City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, Executive Director/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 website, such as
 - A webpage within the DuarteChamber.com domain
 - A domain name and email address for Chamber members who do not have one
 - The ability to post their own specials, menus, coupons, etc. and easily change them on their own webpage.
 - 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 regional business partners with the focus on fostering a business-friendly environment for women-run organizations.
- 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 regional community partners to identify and collaborate on programs, events and seminars that benefit Duarte businesses.
- Notify Chamber members and all Duarte businesses in general through email, print and/or digital platforms, and the DuarteChamber.com website 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 regional 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.



Agenda Item: _____

CM Review: *AS*

Fiscal Review: *OK*

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

SUBJECT: Sublease Agreement Between the City of Duarte and the Duarte Chamber of Commerce

RECOMMENDATION: Staff recommends that the City Council approve a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2021.

FISCAL IMPACT: The sublease agreement for FY 2021-22 is set at a monthly rate of \$500. Please note that as a result of discussions during this year's Budget Workshop, the Council credited six months of the Chamber's rent in this year's FY 2021-22 budget in order to further support their recovery from the economic impacts of the COVID-19 pandemic.

BACKGROUND

The Duarte Chamber of Commerce currently subleases a 1,674-sq. ft. space located at 1735 Huntington Drive. They have been at this location for four years and currently pay \$500 a month in rent, in addition to utilities including cable, telephone, internet, and electricity. The City leases 1735 Huntington Drive for \$2,060 per month as of March 1, 2021.

DISCUSSION/ANALYSIS

City staff is proposing to continue subleasing 1735 Huntington Drive to the Duarte Chamber of Commerce in an effort to support their work in promoting the Duarte business community. All aspects of the sublease would remain the same as the FY 2020-21 contract including \$500 a month in rent, payment of all utilities, 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. Also continued forward from last year, the Chamber agrees 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.

RECOMMENDATION

Staff recommends that the City Council approve and execute a sublease agreement with the Duarte Chamber of Commerce in the amount of \$500 per month, effective July 1, 2021.

FISCAL IMPACT

The sublease agreement for FY 2021-22 is set at a monthly rate of \$500. Please note that as a result of discussions during this year's Budget Workshop, the Council credited six months of the

Chamber's rent in this year's FY 2021-22 budget in order to further support their recovery from the economic impacts of the COVID-19 pandemic.

ATTACHMENTS

Attachment A – Building Sub-Lease City of Duarte & Duarte Chamber of Commerce FY 2021-22 Agreement

Attachment B – Alan and Joan Djanogly & City of Duarte Commercial Lease Agreement

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

THIS BUILDING SUBLEASE ("Lease") is made and entered into as of July 1, 2021 ("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 Sublease.

SUBLEASE:

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, 2021 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, 2022.

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.

7.2 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 for and maintain such insurance policies provided for, or

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

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

ARTICLE 9

HAZARDOUS MATERIALS

9.1 Landlord's Representations and Warranties. Except as identified by Landlord in writing to Tenant as known Hazardous Materials or adverse environmental conditions prior to

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

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

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

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

9.5 Release. Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which

Tenant has as of the Effective Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

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

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default

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

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

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

(c) The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "Assignee"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law;

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

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

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

11.2 Remedies.

11.2.1 Remedies Available to Landlord.

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

addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

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

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

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

(e) Receipt of Rent, No Waiver of Default. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Sub-Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of

any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

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

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

ARTICLE 12. ENTRY BY LANDLORD

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

ARTICLE 13 PARKING AND STORAGE OF PERSONAL PROPERTY

13.1 Parking. Tenant acknowledges and agrees that the Property's off-street parking consist of a shared parking lot adjacent to the entry door of the building on the Property. Tenant shall have no designated spaces in such lot and shall share such lot and all related off-street parking improvements in common with all other lawful uses of same. Tenant shall conform to all rules and restrictions on the use of such parking facilities as Landlord may be required to comply with under its lease for the Property. (See Exhibit A) To the extent Tenant and Tenant's invitees use any available on-street parking, they shall comply with all applicable City of Duarte Parking regulations.

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

ARTICLE 14 REPAIRS AND MAINTENANCE

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

If to Landlord:	City of Duarte City Manager's Office 1600 Huntington Drive Duarte, CA 91010
If to Tenant:	Duarte Chamber of Commerce PO Box 1438 Duarte, CA 91009 Attn: Executive Director/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.

LESSOR
CITY OF DUARTE:

Margaret Finlay, Mayor pro tem

ATTEST:

Annamarie Porter, Interim City Clerk

APPROVED AS. TO FORM:
Rutan & Tucker, LLP

David Cosgrove, City Attorney

SUBLESSEE:
DUARTE CHAMBER OF COMMERCE

Sheryl Lefmann, Executive Director/CEO



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 Dianogly

(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
☐ 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 (AJ) (_____)

Tenant's Initials (AS) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)



Date February 8, 2017

Premises: 1735 Huntington Dr, Duarte, CA 91010

7. PAYMENTS:

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

8. **PARKING:** Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord, if any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF. Tenant shall pay to Landlord, respectively, \$ 160.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.

OR B. ☒ (if checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as _____
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**
A. Tenant OR ☐ (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR ☐ (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials CL

Tenant's Initials JS



Date February 9, 2017

Premises: 1735 Huntington Dr, Duarte CA 91010

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 §2965; (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 _____

Landlord's Initials _____

Tenant's Initials (_____) (_____)

CL REVISED 12/15 (PAGE 4 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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1735 Huntington



Date February 8, 2017

Premises, 1735 Huntington Dr, Duarte CA 91010

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.B. Form 0A)

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 [Signature] ()



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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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1735 Huntington Dr

Date February 8, 2017

Premises: 1735 Huntington Dr, Duarte CA 91010

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

Tenant City of Duarte - Chamber of Commerce Date 2/22/17
 (Print name) 1600 Huntington Drive City Duarte State CA Zip 91010
 Address (check) Date 3/1/17
 Tenant Darrell George State CA Zip 91010
 (Print name) 1600 Huntington Drive City Duarte
 Address

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

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

Landlord (owner or agent with authority to enter into this agreement) Date 2/22/17
 Address 2013 Foothill Blvd Ste 165 City Arcadia State CA Zip 91006
 Landlord (owner or agent with authority to enter into this agreement) State _____ Zip _____
 Address _____ City _____

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. # _____ Date _____
 By (Agent) _____

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

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

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

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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1735 Huntington



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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 2/18/17 is referred to as "Landlord"
in which Alan and Dana DiGrosso
and City of Overland Park 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) _____ Date _____

Tenant (Signature) _____ Date _____

Tenant (Print name) _____ Date 2/22/17

Landlord (Signature) [Signature] Date 2/22/17

Landlord (Print name) Clint Ludecke Date _____

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., Suite 105, Arcadia, CA 91006
Century 21 Ludecke
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Phone: 626.415.123207 Fax: 626.445.9617

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 Date):

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.

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FORM OE-4-04/14E

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Phone: 626.445.0123/207

Fax: 626.445.9612

Century 21 Ludecke

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1735 Huntington

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, i.e. 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 will be increased to the following amounts on the dates set forth below:

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

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

The New Base Rent shall be:

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

☐ IV. Initial Term Adjustments.

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


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FORM OE-4-04/14E

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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 8 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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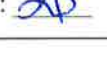

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FORM OE-4-04/14E



Agenda Item: _____
CM Review: 
Fiscal Review: 

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

SUBJECT: FY 2021/22-2023/24 Memorandums of Understanding

RECOMMENDATION: Recommend that the City Council approve the Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees

FISCAL IMPACT: Estimated expenditures, related to all compensation changes, are approximately \$890,000 over a three year term, FY 2021/22-2023/24

BACKGROUND

The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City most recently entered into Memorandums of Understanding (“MOUs”) with these two bargaining units in 2020. These MOUs expire on June 30, 2021. The representatives of the two bargaining units submitted a joint proposal in April 2021. The City Manager, Assistant City Manager and a labor attorney analyzed the proposal, met with the City Council and presented a counter proposal to the bargaining units. After a few meetings with both the bargaining units and City Council, a tentative agreement was reached and the Union members are scheduled to vote to ratify the terms of the tentative agreement on June 21, 2021a. Now the final drafts of the MOU are being presented to the City Council and are available to the public for review.

DISCUSSION/ANALYSIS

The key elements of the tentative agreement are as follows:

- The term of each MOU is to be three years.
- A 2 percent base salary increase in each year
- No salary increase in year two or three for any position that is more than 10% above the median salary
- Longevity pay based on years of service
- A one-time vacation cash out opportunity in July 2021
- An option for Department Heads to choose an auto allowance of \$400 per month, instead of exclusive use of a City vehicle
- Language that explains that the City will increase its contribution to healthcare up to the Kaiser

rate, but not more than 5% annually.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to execute the attached Memorandums of Understanding with the General Employees and the Management & Professional Employees.

FISCAL IMPACT

Estimated expenditures, related to all compensation changes, are approximately \$890,000 over a three year term, FY 2021/22-2023/24

ATTACHMENTS

Memorandum of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees

Memorandums of Understanding between the City of Duarte and SEIU Local 721 – General Employees

Memorandum of Understanding

Between City of Duarte and

SEIU Local 721 – Management & Professional
Employees

Fiscal Years 2021/2022-2023/2024

**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – Management & Professional Employees**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Duarte (“City”) and the Service Employees International Union, Local 721 (“SEIU 721”).

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

Assistant to the City Manager
Assistant Civil Engineer
Associate Civil Engineer
Associate Planner
City Clerk
Deputy City Manager
Director of Community Development
Director of Parks & Recreation
Director of Public Safety Services
Planning Manager
Public Safety Manager

Public Works Manager
Facilities Maintenance Supervisor
Field Services Manager
Financial Service Manager
Recreation Superintendent
Recreation Supervisor
Senior Planner
Transportation Supervisor

2. Term

The term of this MOU shall be from July 1, 2021 to June 30, 2024.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

a. Base Increases

- (1) Effective the first full pay period following July 1, 2021, or the first full pay period following the full execution of the MOU, whichever comes later, the base salary range of each classification in the bargaining unit shall be increased by 2%.
- (2) Effective the first full pay period following July 1, 2022, the base salary range of each classification in the bargaining unit shall be increased by 2%, for positions that have not been Y-rated based on the results of the 2021 Compensation study and recommendations by Koff & Associates, in accordance with Section 4.b. of this Agreement.
- (3) Effective the first full pay period following July 1, 2023, the base salary range of each classification in the bargaining unit shall be increased by 2%, for positions that have not been Y-rated based on the results of the 2021 Compensation study and recommendations by Koff & Associates, in accordance with Section 4.b. of this Agreement.

The resulting salary range for each classification effective July 1, 2021 is set forth in Appendix A.

b. Y-Rating

- (1) During the first year of this MOU, the City and SEIU agree to meet and confer in good faith in accordance with the requirements of the MMBA regarding the City's implementation of the results and recommendations in the 2021 compensation study submitted by Koff & Associates ("Comp Study.") For bargaining unit positions whose base salary falls below the median as determined in the Comp Study, the City and SEIU agree that the salary for the position will be adjusted upward in the corresponding amount to equal the median for the position, unless the parties agree otherwise.
- (2) To identify positions subject to Y-rating, the City will apply a formula of 10% over the median salary for the position, as identified by the Comp Study. Each fiscal year, those positions with salaries greater than 10.0% above the median salary or higher, will be Y-rated.
- (3) Bargaining unit employees who hold Y-rated positions as of July 1 in any fiscal year, will not be eligible to receive a base increase to salary during the remainder of that fiscal year. Once Y-rating status has ended for a position, as set forth above, the employee will be eligible for any negotiated base salary increases for bargaining unit positions as of July 1 of the next fiscal year.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. At the first City Council meeting following adoption of this Agreement, and in accordance with any applicable requirements under Government Code Section 7507, the City will submit a resolution to the City Council to amend the amount of City contributions made to PERS. For the first year of this Agreement, starting on the first day that the amendment to the City's PERS medical resolution takes effect the City will contribute toward the cost of any insurance program for employees and dependents up to a maximum amount equal to 100% of Kaiser Premium for full-time employees and 75% for $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are reflected below:

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$669.84	\$502.38
Employee + One	\$1,339.69	\$1,004.77
Employee + Two or More	\$1,741.60	\$1,306.20

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%.

Employees will pay any excess premiums through payroll deduction.

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

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

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

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within

one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits.

The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

(1) **Second Tier of Retiree Health Benefits Based on Hire Date**

During the first year of the Agreement, the City and SEIU will meet and confer to explore and agree upon terms for a second tier of retiree health benefits for employees hired after the effective date of the negotiated modified benefit. Although the parameters of the second tier option are not yet fixed, the parties agree that the value of the benefit to new hires in the second tier will be greater than the PEMHCA minimum statutory contribution but will reasonably contribute to long-term reduction of post-retirement costs for the City.

c. **Changes to Health Care Laws**

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. **Dental Insurance**

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Since July 1, 2017, the City has contracted to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental

regarding the details of the plan, and will provide any information regarding changes made to the plan.

In the first year of this Agreement, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents up to a maximum amount equal to 100% of premiums for full-time employees and $\frac{3}{4}$ time employees, as follows:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

In the first year of this Agreement, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents up to a maximum amount equal to 100% of premiums for full-time employees and $\frac{3}{4}$ time employees, as follows:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$8.16
Employee + One	\$14.98
Employee + Two or More	\$21.68

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
- (2) 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.
- (3) 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. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

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. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below.

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40
10 years plus one day or more	60

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

e. One-time Buyback in July 2021

During the month of July 2021 only, all employees, regardless of years of service, will be given the opportunity to sell accrued vacation leave to the City, up to a maximum of 100 hours total. This one-time opportunity shall be in addition to the annual buyback provided in Section 8.c. for employees who qualify for both.

9. Bereavement

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

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (11/2) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M. on a regular working day, minimum pay of three (3) hours at the rate of one and one half (11/2) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (11/2) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email or other means. Employees who are contacted and perform work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a. This section does not apply to Department Heads.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

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

registration, parking, and books. Proof of course completion and a grade of “C” or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime and Premium Pay

a. Eligibility for Overtime or Premium Pay

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act (FLSA).

(1) Non-Exempt Employees

Employees who are classified as non-exempt under the provisions of the FLSA are entitled to receive overtime compensation at the rates set forth in section 15.b, below. Non-exempt employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(2) Exempt Non-Department Head Employees

Employees who are classified as exempt under the provisions of the FLSA are not legally entitled to receive overtime compensation for time worked in excess of forty (40) hours in a given workweek. However, the City provides a non-FLSA premium pay to those employees for time actually worked in excess of forty (40) hours in a given workweek at the rates set forth in section 15.b, below. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(3) Department Head Employees

Department heads will receive administrative leave in lieu of overtime and premium pay (see Section 39).

b. Overtime and Premium Pay Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, a non-exempt employee who works forty-three (43) hours in a workweek will receive forty (40) hours of compensation at his/her regular rate of pay, and three (3) hours of compensation at one and one-half (1.5) times his/her regular rate of pay.

As explained in Section 15.a.ii, exempt employees are not legally entitled to receive any additional compensation for hours worked in excess of forty (40) in a workweek. However, the City has elected to compensate exempt employees (except for department heads) with non-FLSA premium pay at their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, an exempt employee who works forty-three (43) hours in a workweek will receive forty-three (43) hours of compensation at his/her regular rate of pay.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive premium pay or overtime if such attendance requires the employee to work more than forty (40) hours in a workweek. Department Heads will not be additionally compensated for attendance at required meetings.

d. Use of Overtime and Premium Pay Discouraged

The City Manager will take all necessary measures to minimize the use of overtime and premium pay. All employees (other than Department Heads) must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime or premium pay, non-department head employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City increased the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2×) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The “2% at 62” benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions (“EPMC”)

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and

provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

~~The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.~~

As detailed in Article 41, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

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

subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

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

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

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

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non- probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An

employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and Unduly repetitious evidence shall

be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - (1) The party imposing discipline shall be permitted to make an opening statement;
 - (2) The appealing party shall then be permitted to make an opening statement;
 - (3) The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - (4) The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - (5) The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 - (6) Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the

conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side.

The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the

breakdown of each amount remitted (*i.e.*, dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly the City will provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A “grievance” is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and

will be considered an expression of management's viewpoint, and shall be the final administrative review.

- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the

same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his/her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- c. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.
- e. Union-Related Training.

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union of the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion).

Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, Worksite Organizer, or any relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Longevity Pay

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

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

40. Administrative Leave

Department heads will receive 60 hours of administrative leave in July of each year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Administrative leave will not accrue from one fiscal year to the next.

41. City Vehicles

- a. Eligible Department Heads hired before July 1, 2021 will have the option to choose between use of a dedicated, assigned City vehicle and a monthly stipend of \$400 per month. Department Heads must notify the Assistant City Manager of their choice between July 1, 2021 and July 31, 2021.
 - (1) If they choose to receive the monthly stipend, their City vehicles must be returned to the Transit Supervisor on or before December 31, 2021. The stipend payments will then begin in the first pay period in January 2022.
 - (2) ~~Once a Department Head chooses the stipend, they will not have the future option to change back to the dedicated assigned vehicle option.~~
 - (3) Department Heads who choose to retain their assigned City vehicle agree that it is provided in lieu of mileage reimbursement, and as additional compensation, for the use of department heads on City business. Department heads will be permitted limited personal use of their vehicles subject to policies established by the City Manager.
- b. Department Heads hired on or after July 1, 2021 will receive the \$400 monthly stipend starting with the first pay period following their hire.
- c. In lieu of mileage reimbursement, vehicles will be provided for the use of other bargaining unit employees on City business. These employees will not be eligible for the stipend option.

42. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Bryan Urias

Date

ATTEST

Interim City Clerk

SEIU LOCAL 721

Gerard Bautista, Union Board Member

Date

Marilyn Mays, Union Board Member

Date

APPROVED AS TO FORM:

Katy A. Suttorp, Burke, Williams & Sorensen, LLP

Date

Steve Koffroth, SEIU Local 721

Date

APPENDIX A - Salary Schedule Effective July 1, 2021

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 38.80	\$ 6,725	\$ 40.04	\$ 6,940	\$ 41.26	\$ 7,152	\$ 42.49	\$ 7,366	\$ 43.71	\$ 7,577	\$ 44.96	\$ 7,794	\$ 46.19	\$ 8,006
Assistant to the City Manager	\$ 50.16	\$ 8,695	\$ 51.63	\$ 8,950	\$ 53.09	\$ 9,203	\$ 54.57	\$ 9,459	\$ 56.05	\$ 9,715	\$ 57.53	\$ 9,971	\$ 59.02	\$ 10,230
Associate Civil Engineer	\$ 44.35	\$ 7,687	\$ 45.97	\$ 7,969	\$ 47.59	\$ 8,250	\$ 49.23	\$ 8,533	\$ 50.84	\$ 8,812	\$ 52.48	\$ 9,096	\$ 54.10	\$ 9,378
Associate Planner	\$ 39.73	\$ 6,887	\$ 41.07	\$ 7,119	\$ 42.42	\$ 7,352	\$ 43.77	\$ 7,587	\$ 45.12	\$ 7,820	\$ 46.47	\$ 8,055	\$ 47.83	\$ 8,291
City Clerk	\$ 47.70	\$ 8,268	\$ 49.09	\$ 8,508	\$ 50.46	\$ 8,747	\$ 51.85	\$ 8,988	\$ 53.22	\$ 9,224	\$ 54.62	\$ 9,467	\$ 56.00	\$ 9,707
Deputy City Manager	\$ 55.18	\$ 9,564	\$ 56.80	\$ 9,846	\$ 58.41	\$ 10,124	\$ 60.04	\$ 10,407	\$ 61.65	\$ 10,686	\$ 63.28	\$ 10,969	\$ 64.92	\$ 11,253
Director of Community Development	\$ 71.01	\$ 12,308	\$ 73.76	\$ 12,785	\$ 76.49	\$ 13,259	\$ 79.24	\$ 13,735	\$ 81.99	\$ 14,211	\$ 84.72	\$ 14,685	\$ 87.47	\$ 15,162
Director of Parks & Recreation	\$ 67.30	\$ 11,665	\$ 69.49	\$ 12,044	\$ 71.67	\$ 12,424	\$ 73.86	\$ 12,803	\$ 76.05	\$ 13,182	\$ 78.24	\$ 13,562	\$ 80.43	\$ 13,941
Director of Public Safety Services	\$ 67.30	\$ 11,665	\$ 69.49	\$ 12,044	\$ 71.67	\$ 12,424	\$ 73.86	\$ 12,803	\$ 76.05	\$ 13,182	\$ 78.24	\$ 13,562	\$ 80.43	\$ 13,941
Facilities Maintenance Supervisor	\$ 35.47	\$ 6,147	\$ 36.83	\$ 6,383	\$ 38.19	\$ 6,620	\$ 39.55	\$ 6,855	\$ 40.91	\$ 7,091	\$ 42.28	\$ 7,328	\$ 43.63	\$ 7,563
Field Services Manager	\$ 52.90	\$ 9,169	\$ 54.70	\$ 9,481	\$ 56.49	\$ 9,791	\$ 58.29	\$ 10,104	\$ 60.08	\$ 10,414	\$ 61.88	\$ 10,726	\$ 63.69	\$ 11,040
Financial Services Manager	\$ 50.70	\$ 8,788	\$ 52.27	\$ 9,060	\$ 53.89	\$ 9,340	\$ 55.55	\$ 9,629	\$ 57.27	\$ 9,927	\$ 59.04	\$ 10,234	\$ 60.86	\$ 10,550
Planning Manager	\$ 56.68	\$ 9,824	\$ 58.48	\$ 10,137	\$ 60.28	\$ 10,448	\$ 62.08	\$ 10,760	\$ 63.89	\$ 11,074	\$ 65.68	\$ 11,385	\$ 67.49	\$ 11,698
Public Safety Manager	\$ 56.68	\$ 9,824	\$ 58.48	\$ 10,137	\$ 60.28	\$ 10,448	\$ 62.08	\$ 10,760	\$ 63.89	\$ 11,074	\$ 65.68	\$ 11,385	\$ 67.49	\$ 11,698
Public Works Manager	\$ 53.53	\$ 9,279	\$ 55.22	\$ 9,571	\$ 56.90	\$ 9,863	\$ 58.60	\$ 10,157	\$ 60.28	\$ 10,449	\$ 61.98	\$ 10,743	\$ 63.68	\$ 11,037
Recreation Superintendent	\$ 47.02	\$ 8,150	\$ 48.67	\$ 8,437	\$ 50.33	\$ 8,724	\$ 51.98	\$ 9,011	\$ 53.64	\$ 9,298	\$ 55.30	\$ 9,586	\$ 56.96	\$ 9,874
Recreation Supervisor	\$ 35.47	\$ 6,147	\$ 36.83	\$ 6,383	\$ 38.19	\$ 6,620	\$ 39.55	\$ 6,855	\$ 40.92	\$ 7,092	\$ 42.28	\$ 7,328	\$ 43.64	\$ 7,564
Senior Planner	\$ 49.56	\$ 8,590	\$ 51.12	\$ 8,861	\$ 52.69	\$ 9,133	\$ 54.26	\$ 9,406	\$ 55.82	\$ 9,676	\$ 57.39	\$ 9,948	\$ 58.96	\$ 10,220
Transportation Supervisor	\$ 38.65	\$ 6,699	\$ 40.18	\$ 6,964	\$ 41.74	\$ 7,234	\$ 43.27	\$ 7,501	\$ 44.82	\$ 7,768	\$ 46.37	\$ 8,038	\$ 47.92	\$ 8,306

APPENDIX B

CITY OF DUARTE

SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or $\frac{3}{4}$ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.
 - F. **Approval/Denial:** The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
 - G. **Transfer to Sick Leave Donation Bank:** The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
 - H. **Donations Irreversible:** Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
 - I. **Prohibition on the Sale of Sick Leave:** The sale of accrued sick leave to any employee is

not permitted.

- J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
 - 1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 - 2. Have been employed by the City in a full-time or $\frac{3}{4}$ time position for at least one year.
 - 3. Be on an approved leave of absence.
 - 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or
 - ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.
- and**
- b) Estimates the duration of the employee's absence from work.
 - 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 - 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City

Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.

- C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
 - D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
 - E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.
 - F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
 - G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
 - H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.
- V. **Sick Leave Donation Bank:** The Sick Leave Donation Bank and program shall be administered as follows:
- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
 - B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
 - C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
 - D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.

- E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.
- F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.

CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE

Donor's Name (printed): _____

Donor's Department: _____

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature _____ Date _____

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager _____ **Date** _____

Submit Form to: Human Resources Office, 1600 Huntington Drive, Duarte, CA 91010
(626) 357-7931 Phone (626) 358-0018 Fax

CITY OF DUARTE

CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): ____

I understand that:

- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:

Signature

Date

**Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 General Employees**

Fiscal Year 2021/2022 -2023/2024

**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – General Employees**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Duarte ("City") and the Service Employees International Union, Local 721 ("SEIU 721").

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

- Accountant
- Accounting Specialist
- Administrative Secretary
- Assistant Planner
- Civil Engineering Technician
- Clerk/Typist Receptionist
- Code Compliance/ Animal Control Officer
- Community Development Technician
- Crime Prevention Specialist
- Custodian
- Field Services Supervisor
- Human Resources Specialist*
- Maintenance Technician
- Management Aide
- Management Analyst
- Outreach Coordinator
- Public Safety Coordinator
- Recreation Coordinator
- Senior Code Compliance/ Animal Control Officer
- Senior Custodian
- Senior Maintenance Technician

* *Confidential Employee – Pursuant to Government Code Section 3507.5 this classification is "restricted from representing any employee organization on matters within the scope of representation."*

2. Term

The term of this MOU shall be from July 1, 2021 to June 30, 2024.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

a. Base Increases

- (1) Effective the first full pay period following July 1, 2021, or the first full pay period following the full execution of the MOU, whichever comes later, the base salary range of each classification in the bargaining unit shall be increased by 2%.
- (2) Effective the first full pay period following July 1, 2022, the base salary range of each classification in the bargaining unit shall be increased by 2%, for positions that have not been Y-rated based on the results of the 2021 Compensation study and recommendations by Koff & Associates, in accordance with Section 4.b. of this Agreement.
- (3) Effective the first full pay period following July 1, 2023, the base salary range of each classification in the bargaining unit shall be increased by 2%, for positions that have not been Y-rated based on the results of the 2021 Compensation study and recommendations by Koff & Associates, in accordance with Section 4.b. of this Agreement.

The resulting salary range for each classification effective July 1, 2021 is set forth in Appendix A.

b. Y-Rating

- (1) During the first year of this MOU, the City and SEIU agree to meet and confer in good faith in accordance with the requirements of the MMBA regarding the City's implementation of the results and recommendations in the 2021 compensation study submitted by Koff & Associates ("Comp Study.") For bargaining unit positions whose base salary falls below the median as determined in the Comp Study, the City and SEIU agree that the salary for the position will be adjusted upward in the corresponding amount to equal the median for the position, unless the parties agree otherwise.
- (2) To identify positions subject to Y-rating, the City will apply a formula of 10% over the median salary for the position, as identified by the Comp Study. Each fiscal year, those positions with salaries greater than 10.0% above the median salary or higher, will be Y-rated.
- (3) Bargaining unit employees who hold Y-rated positions as of July 1 in any fiscal year, will not be eligible to receive a base increase to salary during

the remainder of that fiscal year. Once Y-rating status has ended for a position, as set forth above, the employee will be eligible for any negotiated base salary increases for bargaining unit positions as of July 1 of the next fiscal year.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. At the first City Council meeting following adoption of this Agreement, and in accordance with any applicable requirements under Government Code Section 7507, the City will submit a resolution to the City Council to amend the amount of City contributions made to PERS. For the first year of this Agreement, starting on the first day that the amendment to the City's PERS medical resolution takes effect, the City will contribute toward the cost of any insurance program for employees and dependents up to a maximum amount equal to 100% of Kaiser Premium for full-time employees and 75% for $\frac{3}{4}$ time employees. As of the adoption of this Agreement, those amounts are reflected below:

	Full Time Employees	3/4 Time Employees
Employee Only	\$669.84	\$502.38
Employee + One	\$1,339.69	\$1,004.77
Employee + Two or More	\$1,741.60	\$1,306.20

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%.

Employees will pay any excess premiums through payroll deduction.

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

	Full Time Employees	3/4 Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

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

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

(1) Second Tier of Retiree Health Benefits Based on Hire Date

During the first year of the Agreement, the City and SEIU will meet and confer to explore and agree upon terms for a second tier of retiree health benefits for employees hired after the effective date of the negotiated modified benefit. Although the parameters of the second tier option are not yet fixed, the parties agree that the value of the benefit to new hires in the second tier will be greater than the PEMHCA minimum statutory contribution but will reasonably contribute to long-term reduction of post-retirement costs for the City.

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the

month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Since July 1, 2017, the City has contracted to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

Effective July 1, 2021, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will contribute up to a maximum amount equal to the second year cap, plus 5%.

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

In the first year of this Agreement, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents up to a maximum amount equal to 100% of premiums for full-time employees and ¾ time employees, as follows:

	Full Time and 3/4 Time Employees
Employee Only	\$8.16
Employee + One	\$14.98
Employee + Two or More	\$21.68

For the second year of this Agreement, the City will contribute up to a maximum amount equal to the first year cap, plus 5%. In the third year, the City will

contribute up to a maximum amount equal to the second year cap, plus 5%.

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
- ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective ~~department head or other supervisor designated by the department head~~ of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

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. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below:

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40 hours
10 years plus one day or more	60 hours

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

e. One-time Buyback in July 2021

During the month of July 2021 only, all employees, regardless of years of service, will be given the opportunity to sell accrued vacation leave to the City, up to a maximum of 100 hours total. This one-time opportunity shall be in addition to the annual buyback provided in Section 8.c. for employees who qualify for both.

9. Bereavement

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

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

The procedures in this section are subject to the joint labor-management committee on standby and call back pay as set forth in Article 39 of this Agreement.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email, or other means. Employees who are contacted and perform such work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties

understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole

discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three thousand dollars (\$3,000.00) for full-time employees or two-thousand, three-hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime

a. Eligibility for Overtime

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act. City employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

b. Overtime Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive overtime if such attendance requires the employee to work more than forty (40) hours in a workweek.

d. Use of Overtime Discouraged

The City Manager will take all necessary measures to minimize the use of overtime. All employees must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime pay, employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who are designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six

months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City increased the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The "2% at 62" benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

As detailed in Article 39, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon

termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

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

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

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

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non-probationary demotion and/or termination. The appeal process shall not be

applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may

be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - 1. The party imposing discipline shall be permitted to make an opening statement;
 - 2. The appealing party shall then be permitted to make an opening statement;
 - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 - 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a

fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the

breakdown of each amount remitted (i.e., dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly, the City will provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing

and will be considered an expression of management's viewpoint, and shall be the final administrative review.

- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members

of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his or her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- #### **c.**
- The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.

d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.

e. Union-Related Training

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union or the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion). Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the

employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, the Worksite Organizer, or any other relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Longevity Pay

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

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

40. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Bryan Urias

Date

ATTEST

Interim City Clerk

SEIU LOCAL 721

Tony Hadloc, Union Board Member

Date

Pam Romero, Union Board Member

Date

Jimmie Sarabia, Union Board Member

Date

APPROVED AS TO FORM:

Katy A. Suttorp, Burke, Williams & Sorensen, LLP

Date

Steve Koffroth, SEIU Local 721

Date

APPENDIX A - Salary Schedule Effective July 1, 2021

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 33.56	\$ 5,817	\$ 34.60	\$ 5,998	\$ 35.67	\$ 6,183	\$ 36.77	\$ 6,374	\$ 37.91	\$ 6,572	\$ 39.09	\$ 6,775	\$ 40.29	\$ 6,984
Accounting Specialist	\$ 28.92	\$ 5,014	\$ 29.91	\$ 5,184	\$ 30.91	\$ 5,357	\$ 31.90	\$ 5,530	\$ 32.89	\$ 5,701	\$ 33.89	\$ 5,874	\$ 34.87	\$ 6,044
Administrative Secretary	\$ 26.26	\$ 4,552	\$ 27.27	\$ 4,727	\$ 28.28	\$ 4,902	\$ 29.29	\$ 5,077	\$ 30.30	\$ 5,252	\$ 31.30	\$ 5,425	\$ 32.31	\$ 5,600
Assistant Planner	\$ 31.62	\$ 5,482	\$ 32.85	\$ 5,694	\$ 34.09	\$ 5,909	\$ 35.33	\$ 6,124	\$ 36.56	\$ 6,337	\$ 37.79	\$ 6,550	\$ 39.03	\$ 6,765
Civil Engineering Technician	\$ 28.46	\$ 4,934	\$ 29.65	\$ 5,140	\$ 30.85	\$ 5,347	\$ 32.03	\$ 5,551	\$ 33.23	\$ 5,760	\$ 34.42	\$ 5,966	\$ 35.61	\$ 6,173
Clerk/Typist Receptionist	\$ 21.65	\$ 3,753	\$ 22.44	\$ 3,890	\$ 23.22	\$ 4,025	\$ 24.00	\$ 4,160	\$ 24.79	\$ 4,297	\$ 25.58	\$ 4,434	\$ 26.38	\$ 4,573
Code Compliance / Animal Control Officer	\$ 30.75	\$ 5,330	\$ 32.04	\$ 5,553	\$ 33.31	\$ 5,774	\$ 34.60	\$ 5,998	\$ 35.88	\$ 6,219	\$ 37.17	\$ 6,443	\$ 38.45	\$ 6,664
Community Development Technician	\$ 25.92	\$ 4,494	\$ 26.86	\$ 4,655	\$ 27.78	\$ 4,815	\$ 28.71	\$ 4,976	\$ 29.63	\$ 5,136	\$ 30.56	\$ 5,298	\$ 31.48	\$ 5,457
Council Aide - City Manager's Office	\$ 22.17	\$ 3,842	\$ 22.77	\$ 3,947	\$ 23.68	\$ 4,105	\$ 24.60	\$ 4,263	\$ 25.51	\$ 4,421	\$ 26.42	\$ 4,579	\$ 27.33	\$ 4,737
Crime Prevention Specialist	\$ 31.87	\$ 5,524	\$ 33.03	\$ 5,726	\$ 34.24	\$ 5,935	\$ 35.47	\$ 6,147	\$ 36.68	\$ 6,358	\$ 37.91	\$ 6,571	\$ 39.13	\$ 6,782
Custodian	\$ 21.75	\$ 3,770	\$ 22.58	\$ 3,914	\$ 23.41	\$ 4,057	\$ 24.26	\$ 4,204	\$ 25.08	\$ 4,348	\$ 25.93	\$ 4,495	\$ 26.76	\$ 4,639
Field Services Supervisor	\$ 34.07	\$ 5,905	\$ 35.76	\$ 6,198	\$ 37.46	\$ 6,493	\$ 39.16	\$ 6,788	\$ 40.86	\$ 7,083	\$ 42.58	\$ 7,380	\$ 44.28	\$ 7,675
Human Resources Specialist	\$ 29.96	\$ 5,193	\$ 31.21	\$ 5,410	\$ 32.46	\$ 5,627	\$ 33.72	\$ 5,844	\$ 34.96	\$ 6,059	\$ 36.21	\$ 6,276	\$ 37.46	\$ 6,493
Maintenance Technician	\$ 22.25	\$ 3,857	\$ 23.18	\$ 4,019	\$ 24.10	\$ 4,178	\$ 25.04	\$ 4,340	\$ 25.96	\$ 4,499	\$ 26.89	\$ 4,661	\$ 27.81	\$ 4,821
Management Aide	\$ 28.89	\$ 5,008	\$ 29.79	\$ 5,163	\$ 30.71	\$ 5,323	\$ 31.66	\$ 5,488	\$ 32.64	\$ 5,658	\$ 33.65	\$ 5,832	\$ 34.69	\$ 6,013
Management Analyst - City Manager's Office	\$ 31.81	\$ 5,514	\$ 33.14	\$ 5,744	\$ 34.52	\$ 5,983	\$ 35.96	\$ 6,232	\$ 37.46	\$ 6,492	\$ 39.02	\$ 6,763	\$ 40.64	\$ 7,044
Outreach Coordinator - Public Safety	\$ 25.69	\$ 4,453	\$ 26.66	\$ 4,622	\$ 27.64	\$ 4,790	\$ 28.61	\$ 4,959	\$ 29.59	\$ 5,130	\$ 30.57	\$ 5,298	\$ 31.55	\$ 5,469
Recreation Coordinator	\$ 25.69	\$ 4,453	\$ 26.66	\$ 4,622	\$ 27.64	\$ 4,790	\$ 28.61	\$ 4,959	\$ 29.59	\$ 5,130	\$ 30.57	\$ 5,298	\$ 31.55	\$ 5,469
Senior Code Compliance / Animal Control Officer	\$ 33.48	\$ 5,804	\$ 34.87	\$ 6,044	\$ 36.26	\$ 6,284	\$ 37.65	\$ 6,527	\$ 39.07	\$ 6,771	\$ 40.46	\$ 7,014	\$ 41.85	\$ 7,254
Senior Custodian	\$ 26.40	\$ 4,575	\$ 27.42	\$ 4,752	\$ 28.44	\$ 4,929	\$ 29.46	\$ 5,106	\$ 30.49	\$ 5,286	\$ 31.51	\$ 5,463	\$ 32.55	\$ 5,642
Senior Maintenance Technician	\$ 26.10	\$ 4,525	\$ 27.10	\$ 4,698	\$ 28.10	\$ 4,870	\$ 29.10	\$ 5,043	\$ 30.10	\$ 5,218	\$ 31.11	\$ 5,393	\$ 32.10	\$ 5,564

APPENDIX B

CITY OF DUARTE SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or $\frac{3}{4}$ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.

- F. Approval/Denial: The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
 - G. Transfer to Sick Leave Donation Bank: The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
 - H. Donations Irreversible: Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
 - I. Prohibition on the Sale of Sick Leave: The sale of accrued sick leave to any employee is not permitted.
 - J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
-
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
 - 1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 - 2. Have been employed by the City in a full-time or $\frac{3}{4}$ time position for at least one year.
 - 3. Be on an approved leave of absence.
 - 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the

employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or

- ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.

and

- b) Estimates the duration of the employee's absence from work.
- 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 - 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.
 - C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
 - D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
 - E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.

- F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
 - G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
 - H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.
- V. **Sick Leave Donation Bank**: The Sick Leave Donation Bank and program shall be administered as follows:
- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
 - B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
 - C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
 - D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.
 - E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for

eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.

- F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.

CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE

Donor's Name (printed): _____

Donor's Department: _____

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature _____ Date _____

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total
Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager _____ **Date** _____

CITY OF DUARTE
CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): _

I understand that:

- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:

RESOLUTION NO. 21-R-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA,
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**

Non PERS City Council

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$669.84 per month with respect to employee enrolled for self alone, \$1,339.69 per month for employee enrolled for self and one family member, and \$1,741.60 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further

SECTION 2: City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

SECTION 3: That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

SECTION 4: That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further

SECTION 5: That coverage under the Act be effective on August 1, 2021

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and shall cause this resolution and her certification to be entered in the Book of Resolutions of the Council of this City.

PASSED, APPROVED AND ADOPTED on this 22th day of June, 2021

Margaret Finlay, Mayor pro tem

APPROVED AS TO FORM:

ATTEST:

David Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF DUARTE)

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution No. 21-13 was duly passed, approved, and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 22nd day of June 2021, and there after signed and approved by the Mayor pro tem and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annamarie Porter,
Interim City Clerk

RESOLUTION NO. 21-R-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA,
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS**

PERS All Employees

WHEREAS, City of Duarte is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$669.84 per month with respect to employee enrolled for self alone, \$1,339.69 per month for employee enrolled for self and one family member, and \$1,741.60 per month for employee enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments; and be it further

SECTION 2: City of Duarte has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

SECTION 3: That the participation of the employees and annuitants of City of Duarte shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Duarte would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

SECTION 4: That the executive body appoint and direct, and it does hereby appoint and direct, Assistant City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Duarte all functions required of it under the Act; and be it further

SECTION 5: That coverage under the Act be effective on August 1, 2021

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and shall cause this resolution and her certification to be entered in the Book of Resolutions of the Council of this City.

PASSED, APPROVED AND ADOPTED on this 22th day of June, 2021

Margaret Finlay, Mayor pro tem

APPROVED AS TO FORM:

ATTEST:

David Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)SS
CITY OF DUARTE)

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution No. 21-14 was duly passed, approved, and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 22nd day of June 2021, and there after signed and approved by the Mayor pro tem and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annamarie Porter,
Interim City Clerk



Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

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

RECOMMENDATION: Recommend that the City Council approve Resolution No. 21-12 rescinding Resolution No. 20-29 and establishing a salary schedule and compensation plan for unrepresented regular employees

FISCAL IMPACT: Estimated expenditures, related to all compensation changes, are approximately \$7,000 in FY 2021-22

BACKGROUND

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

The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already 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.

DISCUSSION/ANALYSIS

This year’s compensation plan includes a 2 percent base salary increase, longevity pay based on years of service, a one-time vacation cash out opportunity, an auto allowance of \$400 per month and language that explains that the City will increase its contribution to healthcare up to the Kaiser rate, but not more than 5%.

RECOMMENDATION

Recommend that the City Council approve Resolution No. 21-12 rescinding Resolution No. 20-29 and establishing a salary schedule and compensation plan for unrepresented regular employees.

FISCAL IMPACT

Estimated expenditures, related to all compensation changes, are approximately \$7,000 in FY 2021-22

ATTACHMENTS

Resolution No. 21-12

RESOLUTION NO. 21-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 20-29 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 ($\frac{3}{4}$) Time Regular Employees. A three-quarter ($\frac{3}{4}$) 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	\$13,270	\$13,735	\$14,217	\$14,686	\$15,155	\$15,626	\$16,098
	Yr	\$159,245	\$164,923	\$170,601	\$176,238	\$181,854	\$187,512	\$193,170
	Hr	\$76.56	\$79.29	\$82.02	\$84.73	\$87.43	\$90.15	\$92.87

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$7,294	\$7,568	\$7,840	\$8,105	\$8,384	\$8,655	\$8,928
	Yr	\$87,526	\$90,813	\$94,078	\$97,261	\$100,610	\$103,854	\$107,141
	Hr	\$42.08	\$43.66	\$45.23	\$46.76	\$48.37	\$49.93	\$51.51

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 $\frac{3}{4}$ 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 \$400 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	$\frac{3}{4}$ 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 EMPLOYEE S	¾ TIME EMPLOYEE S
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

- D. During the month of July 2021 only, all employees, regardless of years of service, will be given the opportunity to sell accrued vacation leave to the City, up to a maximum of 100 hours total. This one-time opportunity shall be in addition to the annual buyback provided in Section 5.c. for employees who qualify for both.

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.
 - 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 or an arrangement where someone is standing "*in loco parentis*".

Reso 21-12 unrepresented employee

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, 2022, 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 2021.

- 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 cost of the premium for employees plus any eligible dependents up to a 5% annual increase, with no cash-out option.

SECTION 14. VISION INSURANCE

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

SECTION 15. **LIFE INSURANCE**

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

SECTION 20. **DEFERRED COMPENSATION PROGRAM**

The City will make a Section 457 deferred compensation program available to all full and three-quarter ($\frac{3}{4}$) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

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**

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

SECTION 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. **LONGEVITY PAY**

Reso 21-12 unrepresented employee

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

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

SECTION 26. **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 27. **EFFECTIVE DATE**

The effective date of this resolution shall be July 1, 2021. 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 22nd day of June 2021.

Margaret Finlay, Mayor pro tem

APPROVED AS TO FORM:

ATTEST:

David Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

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

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that Resolution No. 21-12 was passed and adopted by the City Council of the City of Duarte California, at a regular meeting of said City Council held on the 22nd day of June 2021, and thereafter signed and approved by the Mayor pro tem and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annamarie Porter, CMC
Interim City Clerk



Agenda Item:	_____
CM Review:	<i>[Signature]</i>
Fiscal Review:	<i>[Signature]</i>

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: David B. Cosgrove, City Attorney

SUBJECT: Renewal of City Manager Employment Contract

RECOMMENDATION: Approve the first amendment to the Employment agreement between the City of Duarte and Daniel Jordan, City Manager.

FISCAL IMPACT: The first-year fiscal impact is approximately \$4,800.

BACKGROUND

The City Manager's contract was originally entered into on February 11, 2020 and is set to expire on June 30, 2021. City Council directed staff to return tonight with a renewal contract, to extend the tenure of the City Manager for an additional three (3) years. Assuming it is approved, this Amendment will extend Mr. Jordan's employment term to June 30, 2024.

In all other material respects, the City Manager's employment contract remains the same. His salary continues at \$210,000 annually, subject to the same COLA adjustment as is given to the City's other general full-time employees. Vacation accrual is one hundred twenty (120) hours per year, with a maximum accrual at any one time of two hundred (200) hours. The City Manager receives a five hundred dollar (\$500.00) monthly car allowance and is eligible for PERS retirement benefits in the same manner as the City's other employees. Other benefits are as specified in the contract and have not changed from the original agreement of February 2020.

Duarte has a severance provision for the City Manager that is set out in its Municipal Code, at section 2.12.060, which is incorporated into this contract. That allows for a severance payment for separation for any reason other than misconduct in office equal to two months' salary for every year of service or fraction thereof, up to a maximum of six months. Duarte Municipal Code also limits separation, which may not occur within ninety (90) days of an election or appointment of a member of the City Council. (DMC sec. 2.12.110(e).

The City thanks and congratulates Mr. Jordan and looks forward to continued success in his tenure as City Manager.

RECOMMENDATIONS:

1. Approve the first amendment to the Employment agreement with Daniel Jordan,

for a term of employment to continue until June 30, 2024.

FISCAL IMPACT:

The first-year fiscal impact is approximately \$4,800.

ATTACHMENT:

Attachment A – First amendment to the Employment agreement.

FIRST AMENDED EMPLOYMENT AGREEMENT

This FIRST AMENDED EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered as of this 22nd day of June 2021, by and between the CITY OF DUARTE, a public body and general law city of the State of California (the “City”), and DANIEL JORDAN, an individual (the “City Manager”), both of whom understand as follows:

RECITALS:

WHEREAS, the City has employed the services of DANIEL JORDAN as the City Manager as provided by the Duarte Municipal Code Chapter 2.12 since February 2020; and

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

WHEREAS, City Manager desires to continue employment as City Manager of the City, on the terms and conditions provided below.

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

SECTION 1. DUTIES.

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

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

SECTION 2. TERM.

A. The term of this Agreement shall be from June 22, 2021 (the “Effective Date”), through and including June 30, 2024, unless earlier terminated as provided herein. Thereafter, the parties may renew the Agreement pursuant to their mutual agreement.

B. City Manager shall serve at the pleasure of City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council acting for the City to terminate the services of City Manager at any time, with or without cause, subject only

to the provisions set forth in Section 5 of this Agreement, and the provisions of the Duarte Municipal Code, Chapter 2.12, not otherwise waived hereunder.

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

SECTION 3. DUTIES.

Pursuant to Municipal Code Section 2.12.070, City Manager shall devote his full-time work duties to the office of the City Manager. Subject to paragraph 1(B) above, City Manager shall not, while employed by the City, perform any other work for hire, and shall not perform any unpaid or volunteer work that conflicts with performance of his duties as City Manager. City Manager shall perform those duties and have those responsibilities that are commonly assigned to a City Manager of a general law city in the State of California with a council-manager form of government, and as are further set forth in the City's Municipal Code, including but not limited to Chapter 2.12.090 thereof, as may be amended from time to time. The terms of Municipal Code Chapter 2.12, as the same may from time to time be amended, are incorporated herein as though fully set forth. In the event of any conflict between the terms of this Agreement and the terms of Chapter 2.12, the provisions of this Agreement shall prevail pursuant to the authority of the City Council to enter into this Agreement set forth in Municipal Code Section 2.12.120.

SECTION 4. ADMINISTRATIVE LEAVE WITH PAY.

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

SECTION 5. TERMINATION AND SEVERANCE PAY.

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

addition to, and not offset by, any payment to which City Manager may otherwise be entitled to, or qualify for, through the Chief Executive Separation Payment provided under the California Joint Powers Insurance Authority's Memorandum of Coverage – Primary Liability Program.

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

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

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

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

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

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

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

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

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

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

or City Council;

(8) willful destruction or misuse of City property;

(9) willful and unlawful retaliation against any employee, officer, official, manager, agent, or representative of the City, or member of the general public, who in good faith reports, discloses, reveals, or divulges to any appropriate authority, any violation of law, or any facts or information pertaining thereto; and

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

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

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

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

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

SECTION 5. DISABILITY.

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

SECTION 6. SALARY AND BENEFITS.

A. Salary.

City agrees to pay City Manager for his services rendered pursuant hereto an annual base salary of Two Hundred Ten Thousand Dollars (\$210,000.00 increased by any COLA given to other general full-time employees of the City (together the “Base Salary”) effective on June 22, 2021. (“Base Salary Effective Date”), payable in equal installments at the same time as other employees of the City are paid. In addition to Base Salary, City Manager shall be entitled to any future cost of living (“COLA”) increases after the Effective Date that are provided to other general full-time employees of the City, provided, however, that the adjustment for fiscal year 2021-22 shall be made and added to the Base Salary only once. City agrees to review Base Salary and other benefits of City Manager at the time of an annual performance evaluation which shall be initiated in March or April for each year this Agreement is in effect. It shall be the responsibility of City Manager to advise City each year of the necessity for the annual performance review, and to schedule same, by closed session with the City Council, or other appropriate procedure. Notwithstanding the necessity for at least one annual performance review, City Council may perform other performance reviews of City Manager’s performance, at any time. City Council may implement adjustments to salary, other benefits, or both, during the time period of any performance review, provided, however, that consistent with Government Code section 54956, such compensation or benefits may only be modified at a regularly scheduled meeting of the City Council.

B. Benefits.

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

- (a) the same package(s) of health/medical insurance benefits and dental and vision allowances as available to all other full-time City employees;
- (b) the same package(s) of life insurance and disability insurance as available to all other full-time City employees;
- (c) participation in PERS in the same manner and to the same extent as available to all other full-time City employees;
- (d) automobile expense reimbursement of Five Hundred Dollars (\$500.00) each month;
- (e) provision of a City–owned cellular phone, data plan, tablet, and additional similar communications and computing equipment as deemed appropriate by City Council (excluding desktop computer equipment for use outside City Hall);
- (f) paid membership in the International City/County Management Association (ICMA); and the California City Management Foundation (CCMF).
- (g) paid travel and meeting attendance for City Manager to professional groups

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

(h) vacation of up to one hundred twenty (120) hours of paid vacation time annually; which shall accrue in the amount of one hundred twenty (120) hours on the Effective Date, and one hundred and twenty (120) hours on every anniversary date thereof that this Agreement remains in effect. Not more than eighty (80) hours of vacation may be taken consecutively by City Manager without the prior approval of the City Council. Carryover and accrual of vacation time shall be subject to the following provisions: City Manager shall have the option, not later than thirty (30) days prior to end of each fiscal year ending June 30, to provide notice to the City Council that he elects to either (i) be paid for any unused vacation time existing as of the end of that fiscal year just ended, or (ii) carryover to the next fiscal year that began that July 1 such unused vacation time; provided, however, that in no event shall City Manager be permitted to carry over more than eighty (80) hours of unused vacation time for a given year, or cumulatively. In addition, City Manager shall not be permitted to have or accumulate at any time more than two hundred (200) hours of unused vacation time [120 hours of unused vacation time for a particular year plus maximum of 80 hours of carryover of unused vacation time], regardless of the actual number of hours of unused vacation time. Unused vacation time as defined and limited by the foregoing provisions shall be paid to City Manager at the time of expiration or termination of this Agreement, in addition to such severance payment to which City Manager is entitled to under this Agreement, if any.

SECTION 7. HOURS OF WORK.

Subject only to paragraph 1(B) above, City Manager shall devote full time efforts to his duties as City Manager for the City. In addition to working normal business hours, it is recognized that City Manager must devote time outside the normal office hours to business of the City. In consideration for these obligations, City Manager shall have sixty (60) hours annually of Administrative Time Off. Thirty (30) of such hours shall accrue upon the Effective Date, and thirty (30) additional hours shall accrue six (6) months after the Effective Date. Sixty (60) additional hours shall accrue each anniversary of the Effective Date thereafter. Administrative Time Off shall not carryover year to year, and will not be paid upon termination or separation of City Manager from employment, but instead any unused Administrative Time Off at the time of termination or other separation will be forfeited.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

B. All regulations and rules of the City relating to vacation and sick leave, retirement

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

SECTION 9. SURETY BOND.

In accordance with Municipal Code Section 2.12.040, it is mutually understood and agreed that City Manager will file with the City Council, or keep on file, prior to the Effective Date, a corporate surety bond to be approved by the City Council to secure the faithful performance of the duties imposed upon City Manager as City Manager. The amount of the surety bond required herein shall be One Million Dollars (\$1,000,000.00). Said bond shall be paid for by the City as provided in Municipal Code Section 2.12.040. Alternatively, this requirement may be met by the City securing no less than One Million Dollars (\$1,000,000.00) of Government Crime insurance, which covers the activities of the City Manager.

SECTION 10. ARBITRATION.

A. Dispute Resolution and Binding Arbitration.

City Manager and City agree that any dispute that arises out of or relates to City Manager's employment with City, including but not limited to any dispute that concerns the validity, enforceability, or breach of this Agreement, or any dispute against any present or former officer, director, employee, agent, attorney, or insurer of the City, shall be submitted to binding arbitration. City Manager represents and warrants to City that his agreement to submit any disputes hereunder to binding arbitration is voluntary, and City Manager acknowledges that such arbitration has not been required by City as a condition of employment. In this regard, City Manager understands and knowingly waives any contrary provision or protection under California Labor Code section 432.6. City Manager and City agree that any claim arising hereunder shall be brought in the individual capacity of the City Manager or City, and not as a collective or representative claim on behalf of any person or class. Nothing in this section shall prevent City Manager from filing or maintaining a charge with the United States Equal Employment Opportunity commission or the National Labor Relations Board, from making a workers' compensation claim, or from seeking unemployment benefits. Disputes that may not be subject to pre-dispute arbitration agreement by law are excluded from this Agreement. City shall be responsible for payment of the costs of the services of the arbitrator. City Manager will not be subject to any retaliation or discrimination if City Manager seeks to challenge this arbitration provision or participate in a class or collective action. The arbitration shall take place in Los Angeles County, California, and both City and City Manager agree to submit to the jurisdiction of the arbitrator selected in accordance with rules and procedures as they shall mutually agree, or in the absence of such agreement, under the arbitration rules of JAMS. Except as to the right to a hearing under Duarte Municipal Code section 2.12.110(b), City Manager and City agree that this arbitration procedure will be the exclusive means of redress for any disputes relating to or arising from City Manager's employment with City, including disputes over rights provided by federal, state, or local statutes, regulations, ordinances, and common law, including all laws that prohibit discrimination based on any protected classification. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be

reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law. The parties expressly agree that each party shall bear its own costs and attorneys' fees incurred in bringing or defending an action under this Section, to the fullest extent allowed by law at the time of the arbitration. By their initials below, each signing party acknowledges that it understands it is waiving its right to trial by jury of any issues arising under this Agreement, and is knowingly and voluntarily waiving them:

City Initials: _____

City Manager Initials: _____

SECTION 11. NOTICES.

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

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

with copy to: RUTAN & TUCKER, LLP
 18565 Jamboree Road, 9th Floor
 Irvine, CA 92612
 Attn: David B. Cosgrove, Esq.
 email: dcosgrove@rutan.com

CITY MANAGER: DANIEL JORDAN
 1600 Huntington Drive
 Duarte, CA 91010
 email: djordan@accessduarte.com

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

SECTION 12. GENERAL PROVISIONS.

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

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

C. This Agreement may be signed in counterparts with signature pages transmitted by

email, facsimile, personal delivery or overnight delivery, all of which will be treated as originals.

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

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

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

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

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

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

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

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

H. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

J. Time for Approval. Once this Agreement has been signed by City Manager and delivered to the Mayor, it shall thereafter be null and void unless approved by a majority of the members of the City Council voting in open session at regular, adjourned regular, or special meeting of the City Council, not later than July 1, 2021.

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

CITY:

CITY OF DUARTE

By: _____
Margaret Finlay, Mayor pro tem
City of Duarte

ATTEST:

Annamarie Porter, Interim City Clerk
City of Duarte

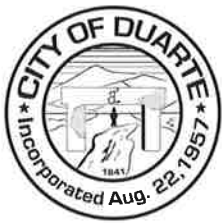
APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____
David B. Cosgrove, City Attorney
City of Duarte

CITY MANAGER:

DANIEL JORDAN, an individual



City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

June 1, 2021

The Honorable Nancy Skinner
Chair, Senate Committee on Budget & Fiscal
Review
State Capitol, Room 5019
Sacramento, CA 95814

The Honorable Bob Wieckowski
Chair, Senate Subcommittee 2 on Resources,
Environmental Protection and Energy
State Capitol, Room 5019
Sacramento, CA 95814

The Honorable Phil Ting
Chair, Assembly Budget Committee
State Capitol, Room 6026
Sacramento, CA 95814

The Honorable Richard Bloom
Chair, Assembly Subcommittee 3 Climate Crisis,
Resources, Energy, and Transportation
State Capitol, Room 6026
Sacramento, CA 95814

Mayor
Bryan Urias

Mayor Pro Tem
Margaret Finlay

Councilmembers
Samuel Kang
Toney Lewis
Tzeitel Paras-Caracci
Jody Schulz
Vinh Truong

City Manager
Daniel Jordan

**RE: \$5 million Budget Request for Inclusive Economic Recovery Strategy for Southern California
Association of Governments and San Gabriel Valley Council of Governments- SUPPORT**

Dear Chairs Skinner, Ting, Wieckowski and Bloom:

On behalf of City of Duarte, we thank Senator Rubio for her leadership and urge your support of a one-time allocation of \$5 million to assist the Southern California Association of Governments (SCAG) in implementing the final recommendations of its Inclusive Economic Recovery Strategy (IERS). The IERS is being developed with the intention of partnering with the San Gabriel Valley Council of Governments (COG). Therefore, of this \$5 million, \$1 million would be directly allocated to the COG for IERS efforts tailored to the San Gabriel Valley region.

Since the beginning of the Coronavirus Disease 2019 (COVID-19) pandemic, SCAG has been collaborating with local stakeholders to develop an IERS that aims to support an equitable and inclusive economic recovery for the six-county SCAG region. The State Legislature has a unique and timely opportunity to help the Southern California region implement and monitor the IERS.

SCAG's IERS was adopted at the May 6, 2021 Regional Council meeting, SCAG's board of directors, whose 87 members includes representatives from the region's cities, counties, tribal governments, county transportation commissions, transit operators, air quality districts, and toll road agencies. The IERS includes a set of recommendations on strategies for SCAG to support both State and sub-regional efforts, and to expand its role in promoting equitable economic development. These recommendations include:

- (1) support the expansion of the number of, and access to, family supporting jobs; and
- (2) strengthen supply chains and access to contracting opportunities with both government and private sector institutions; and

- (3) strengthen the form and implementation of training and apprenticeship opportunities; and
- (4) provide regional data to support inclusive economic recovery; and
- (5) address human capital needs such as childcare, healthcare, basic income, access to transportation, and training/educational opportunities.

This allocation would allow SCAG to implement these recommendations and to assume a leadership role and support State efforts to promote equity, economic recovery, and the recommendations in the recently released Future of Work Commission report and the Office of Planning and Research's (OPR) Just Transition effort.

The Southern California region, which includes the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura and the 191 incorporated cities in them, comprise approximately 48% of the state's population, or 19 million people. Therefore, when the SCAG region succeeds, California succeeds. In addition, according to the Office of Environmental Health Hazard Assessment's CalEnviroScreen 3.0 mapping tool, approximately two out of three of California's "disadvantaged communities" are in the SCAG region. Targeting resources for economic development in the SCAG region will enhance the entire state's recovery.

At these convenings, SCAG collected feedback, learned about existing efforts across the region, and identified both priorities from and opportunities to collaborate in economic development. At the end of a three-year period of implementing the recommendations from the IERS, SCAG, along with the COG, would produce a final report to be presented to the Senate and Assembly budget committees and relevant budget sub-committees, Assembly Committee on Jobs, Economic Development, and the Economy, Governor's Office of Business and Economic Development, California Labor and Workforce Development Agency, and the Department of Finance.

This year may be the best opportunity in a lifetime to support an inclusive and equitable economic recovery and we urge your support of this important request.

Sincerely,

Margaret Finlay, Mayor pro tem

cc: Governor Gavin Newsom
Senate President pro Tempore Toni Atkins
Assembly Speaker Anthony Rendon
Senate and Assembly Budget Committee Chairs
Senate and Assembly Budget Subcommittee Chairs

Forwarded message -----

From: **Jim Dinsmore** <[REDACTED]>

Date: Mon, Jun 14, 2021 at 12:19 PM

Subject: Dinsmore Resignation

To: Pam Romero <promero@accessduarte.com>

Cc: Anne Wilkins <[REDACTED]>, Barbie Bylsma-Houghton

<[REDACTED]>, Elisabeth Dugan <[REDACTED]>, James

Finlay <jfinlay@duarteusd.org>, Jennifer Luna-Nguyen <[REDACTED]>,

Kirsten Nielsen <[REDACTED]> Manuel

<menriquez@accessduarte.com>

Hello All,

It is with sadness that I am sending in my letter of resignation as commissioner for Parks and Recreation. It has been truly rewarding to be a part of so many great decisions for our community. From being a part of naming and planning Orange Blossom Park to the beautiful tower at Royal Oaks, it was always with the people of Duarte in mind that guided our decisions. Working with all of you here, that do this because you care about the future of your community, gives joy and retains hope in the world we live in.

My resignation timing is for many reasons and not because I am not fond of this group and what we do. My wife is pregnant and between having tremendous expansion in our company, and sharing our time in Duarte and in the mountains, has made me make the choice to cut some things off my schedule. I wish the best for all of you, the commission, and my replacement. Thank you for letting me be a part of a wonderful memory.

Jim Dinsmore



Agenda Item: _____

CM Review: *JP*

Fiscal Review: *JP*

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Daniel Jordan, City Manager

BY: Victoria Rocha, Assistant to the City Manager

SUBJECT: Consideration of shelter bed models

RECOMMENDATION: The City Council is requested to hold a discussion regarding possible options for shelter beds and provide staff with further direction as Council deems appropriate, including:

1. Receive and file the report with no further action;
2. Selecting one or two shelter bed models that staff should bring back to Council with specific program design parameters; or
3. Another option not listed here.

FISCAL IMPACT: There is no fiscal impact at this time. Future costs would be at the discretion of the City Council based on program design.

BACKGROUND

Following a presentation from Duarte Residents United regarding residents' concerns about unhoused individuals living in the San Gabriel Valley Riverbed ("Riverbed") and a presentation from the San Gabriel Valley Council of Governments on reforming the Los Angeles Homeless Services Authority ("LAHSA"), Council Member Schulz asked staff to return to Council with a high-level overview of shelter bed options that include examples in the San Gabriel Valley and greater Los Angeles County for discussion.

Although the number of unhoused individuals within Duarte city limits has remained consistent based on the 2019 and 2020 point-in-time Los Angeles County Homeless Count, residents have expressed growing concern for the safety of both residents and individuals living in the Riverbed, especially as those camping at the site have been cited for starting fires in the area that have threatened homes. The Riverbed is in the jurisdiction of the Army Corps of Engineers, Irwindale, and Azusa.

In Duarte, the City reported 18 unhoused in 2019 and 15 unhoused in 2020, which LAHSA then reported as 29 unhoused in 2019 and 25 unhoused in 2020 based on their statistical analysis. Los Angeles County saw a 12.7 percent increase from 2019 to 2020 of people experiencing homelessness, to a total of 66,436 unhoused. The 2021 homeless count was cancelled due to COVID-19 safety concerns.

Lastly, a recent ruling from California Federal Judge David Carter is requiring that the City and County of Los Angeles offer housing to everyone living in the Skid Row area of Los Angeles by October, with sooner deadlines for women and children living on Skid Row. Both the City and the County appealed this decision, and the Order was recently put on pause until June 15, 2021, by a U.S. Ninth Circuit Court of Appeals. The implications of this ruling are uncertain at this time.

DISCUSSION/ANALYSIS

The following discussion will focus on five shelter bed models:

- Master-leased motels
- Permanent shelter centers
- Temporary shelter centers
- Residential-based shelters/supportive housing for targeted populations
- Pallet shelters

The following definitions from the California Department of Housing and Community Development will assist in describing the models, although this staff report will not address transitional housing:

Emergency shelter - Emergency shelter is defined as “housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.” (See Gov. Code, § 65582, subd. (d) and Health and Safety Code, § 50801, subd. (e).)

Supportive housing - Supportive housing is defined as “housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.” (Gov. Code, § 65582, subd. (g).)

Transitional housing - Transitional housing is defined as “buildings configured as rental housing developments but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.” (Gov. Code, § 65582, subd. (j).)

Master-leased motels

Master-leased motels is an agreement between a government entity and motels that would guarantee a block of rooms for placement at any time after establishing parameters on intake, rules, and protecting the physical property and from liability. It is a model currently used by the State and County for Project Roomkey. It consists of non-congregate shelter options for people experiencing homelessness that were recovering from COVID-19 that allowed them to properly quarantine outside of a hospital or who were the most vulnerable population (aged 65 and older) and had been exposed to COVID-19. Motel vouchers have been a similar tool utilized by LAHSA and other homeless outreach organizations to provide emergency, temporary safe shelter. The City of Duarte does not have any Project Roomkey sites and it is unclear if the motels in Duarte were

considered by the State and County as Project Roomkey sites as these agencies did not include the City in discussions.

City of Duarte Public Safety staff and the City's assigned Union Station Housing Navigator have two unhoused individuals currently sheltered in a motel in a neighboring city. Measure H prevention/diversion/rapid rehousing funds as administered through the City's San Gabriel Valley Council of Governments (SGVCOG)'s Duarte/Irwindale grant were used to place these individuals. In addition to shelter at the motel, these individuals are receiving case management services including seeking permanent housing. This setup is different than master leasing in that Union Station utilized their established relationship to negotiate placing these individuals at the motel; whereas a master lease would remove individual negotiations with guaranteed rooms for individuals that accept assistance, provided that they agree to the rules established by the contract between the government entity and the motel.

Shelter Centers – permanent and temporary structures

Most shelter operate in congregate settings, where members of different families/households reside within in a common facility and share spaces such as dining areas, restrooms, living/entertainment space, and sometimes sleeping areas. They can either be permanent or temporary free-standing structures that typically provide access to meals, supportive services, medical and mental healthcare services, in addition to a safe place to sleep and store items. Permanent shelters are sites those that operate year-round, whereas temporary shelters are generally setup during inclement weather to safeguard the unhoused from dangerous temperatures or conditions; or in the case Whittier's current shelter at the Senior Center, the shelter is serving as an interim space in response to the COVID-19 pandemic while the City increases capacity at their permanent structure. Below are examples of permanent and temporary shelters operating within the region.

City of Pomona Hope for Home – Permanent

In September 2016, the City of Pomona declared a shelter crisis after the 2015 point-in-time homeless count revealed 912 unhoused individuals living within city limits. In March 2018, construction began on Hope for Home. In December 2018, the shelter and transitional storage center opened; then in April 2019, the essential services building opened. The full four-acre campus opened in winter 2019 at a total cost of \$10,160,614.

The site offers 215 dormitory-style beds, some separated out for different type of needs and the funding source; a transitional storage center, a kennel (so having a pet is not a barrier to entry), restrooms, showers, kitchen, and an access center for casework meetings and other support services.

Site operators and site partners were selected through a competitive request for proposals process and include:

- Site operation/housing services/street outreach – Volunteers of America Los Angeles
- Health Services – East Valley Community Health Center
- Mental Health Services – Tri City Mental Health Center
- Substance Disorder Services – Prototypes
- Employment Services – Goodwill Southern California

The City of Pomona has nearly \$8 million in grant funding currently allocated for operating costs for the shelter and rental assistance programs. That funding comes from multiple sources as shown in the table below.

Current Program Funding			
Shelter Operations		Rental Assistance Programs	
Type	Amount	Type	Amount
Emergency Solutions Grant	\$183,894	Permanent Supportive Housing	\$1,748,125
CDBG	\$44,769	Rapid Re-housing and Outreach	\$865,193
State HEAP	\$487,603	VASH	\$577,290
Mental Health Service Act	\$369,025	Mainstream Vouchers	\$214,664
Measure H	\$2,882,884	HOME TBRA	\$250,000
<i>Does not include partners leverage of onsite services</i>		Housing Improvement Program	\$22,000
Total	\$3,968,175	Total	\$3,677,272

Other examples in the San Gabriel Valley of permanent shelter structures include two shelters in Pasadena (one for adults and one for families) operated by Union Station Homeless Services. The 56-bed Adult Center provides homeless men and women with a safe, substance-free shelter, meals, and supportive services. The Family Center has 50 beds and also provides wraparound services with the goal of placing families in permanent housing within 90 days.

City of Whittier Emergency Homeless Shelter – Temporary

The City of Whittier works with five homeless service providers, each focusing on a different subgroup (single adults, transitional aged youth, and families). Many of these providers also provide shelter and/or housing to the populations that they serve. One of the providers, the Salvation Army, operates a 78-bed permanent shelter structure, but the program is regional and was not just limited to Whittier's use. Admission for those beds was based on referrals from the County. As the number of street-level unhoused individuals continued to climb, Whittier City Council adopted a three-year Homeless Plan in 2018 that included identifying resources to increase shelter beds.

When the COVID-19 pandemic hit in March 2020, Council directed city staff to identify city families that could serve as a temporary shelter for Whittier residents to mitigate the spread of the virus by providing access to adequate hygiene facilities. There was an understanding, though, that the existence of enough shelter beds was not a guarantee that unhoused individuals would utilize them.

The confluence of the Homeless Plan's stated goal to increase shelter bed capacity and to safeguard against transmission of COVID-19 led the City in April 2020 to intervene in a federal lawsuit involving the Orange County Catholic Workers, where the City agreed to construct a larger

permanent homeless shelter to serve up to 60 percent of the number of persons experiencing homelessness in Whittier as identified in the 2019 point-in-time count. Citing the September 2018 ruling from the 9th Circuit Court of Appeals in *Martin vs Boise*, which states that it is a violation of an individual's civil rights to enforce anti-camping ordinances in public spaces if a jurisdiction had insufficient shelter capacity, the City stated it would resume enforcement of park curfew, anti-camping, and other quality of life ordinances once a shelter was operational – again, as a measure to mitigate the congregating of people within city limits and increased spread of the virus.

In June 2020, the Whittier Planning Commission held a public hearing and approved a Conditional Use Permit to increase the total number of beds at the Salvation Army shelter to 187, in addition to building out the space to provide rooms for increased wraparound services. The completed structure will be called the Salvation Army Navigation Center.

In July 2020, the Whittier City Council voted unanimously to establish a temporary shelter at the Uptown Senior Center as an interim measure until the new Salvation Army Navigation Center opened. The emergency shelter would hasten the timeframe in which the City reached compliance with the settlement agreement and would allow the City to enforce quality of life and public safety ordinances in parks and public spaces as soon as the shelter is opened.

The temporary shelter opened in early August 2020 to Whittier residents experiencing homelessness. Case management and housing navigation, as well as connections to services and resources, begin immediately upon client intake at the shelter. There is also on-site security. A refurbishment project for the Center is planned following its use as an emergency shelter.

- The proposed budget of the emergency shelter was based upon a cost of \$50 per client per night with an immediate set-up for 100 clients, at a cost of \$900,000 for six months.
- The City's costs to provide security cameras, internet services, trash, water, electricity, gas and meals are estimated at approximately \$200,000, with a contingency of up to \$250,000 depending upon the final number of clients housed at the shelter.
- The resolution passed by Whittier City Council states a not to exceed amount of \$1,251,000.
- In March 2020, residents voted to increase sales tax to specifically address homelessness. With this tax increase, Whittier is using a mix of General Funds, regular CDBG and COVID-CDBG funding, SB-2 monies, low- and moderate-income housing set aside left over from redevelopment to operate the temporary shelter and eventually the permanent shelter.
- The City is not using any County funding, so they are able to maintain sole control over the shelter. Other governmental agencies are unable to use the Whittier shelter.

The permanent Navigation Center is estimated to open at the end of July 2021.

Given that Cities in California are required to provide local zoning districts where Emergency Shelters are permitted, shelters are permitted by right in the M (Industrial) Zone and in the PF (Public Facilities) Zone in Duarte. This means that a prospective shelter facility would only be required to go through the City's Site Plan and Development Review process and not through a conditional use permit process. M zoned areas of the city include: the Lewis Business Park (east

of Highland Avenue and south of the 210), properties along Hamilton Road, several properties along the south side of Three Ranch Road west of Buena Vista Street, and several properties along Huntington Drive at the east entry of the city to Las Lomas Road. Public Facility zoned properties include all school sites and the fire station property. Government-owned properties may also be appropriate for shelters, although general plan and zone amendments may be needed. For example, the City owns a vacant property at 2400 Huntington Drive (across the street from CVS) that may be a possible option. Currently, this property has been set aside in the housing element to be assembled with adjacent commercial pieces to accommodate affordable housing. Long-term use for sheltering would require some land use changes. Pursuing this option would require a lengthy development time, would likely need an institutional partner, and would need serious consideration of ongoing operating costs in addition to compatibility issues.

Residential-based shelters/supportive housing for targeted populations

Pasadena offers several residential-based shelters/supportive housing for targeted populations, specifically woman and children, and families. These shelters are typically in large, converted houses versus dormitory-style shelters. Similar to the other models, casework is built-in to the services provided on-site. Although the examples below focus on families, there is nothing known to staff that would preclude other targeted unhoused populations such as veterans.

Elizabeth House

Elizabeth House was founded in 1994 to provide shelter and services for pregnant women and their children experiencing homelessness. This free-standing home in a residential neighborhood can accommodate up to eight young families at a time. Residential clients stay through the duration of their pregnancies and for up to four months after their babies are born, living in a supportive, homelike setting, and receiving a full range of care. This includes case management, intensive professional counseling, access to healthcare, parent education, job training, mother-to-mother mentoring, scholarship, baby supplies, and more.

Information is not readily available if/how the City of Pasadena currently supports the program. However, the City of Pasadena is its own HUD-defined continuum of care (CoC), and, as a CoC, receives direct funding from the State of California and HUD. In 2019, Elizabeth House reported to GuideStar \$1,021,500 in both revenues and expenses with less than 10 percent of that coming from churches/civic organizations which would amount to less than \$100,000.

Door of Hope

Door of Hope is a faith-based organization provided residential-based shelter/supportive housing. They can house 25 families at a time through three different sites in Pasadena:

- Los Robles Site - Los Robles Site was founded in 1985, and serves two-parent families, single fathers, and single mothers.
- Hope Villa - Hope Villa was founded in 2013 in partnership with Lake Avenue Church. It serves single mothers and their children.
- Domestic Violence Site – The Domestic Violence Site opened in 2008. The location is undisclosed to protect the mothers and children who have escaped domestic violence.

Information is not readily available if/how the City of Pasadena currently supports the program. However, as mentioned above, as a CoC, the City receives direct funding from the State of California and HUD. In 2019, Door of Hope reported to GuideStar \$2,682,847 in revenues and \$2,160,100 in expenses.

Pallet shelters

Pallet shelters are tiny-home style shelters that are a single, lockable unit containing basic elements such as a bed, lighting, electricity, safety feature, and climate control. This model provides non-congregate emergency housing that allows for faster construction than other emergency shelter structures and can be done on smaller-scale sites.

Riverside, CA

On December 17, 2019, Riverside City Council approved building pallet shelters as an emergency response for over 400 individuals living unsheltered on the street to supplement their pre-existing 180 shelter beds located throughout the City for different subpopulations of individuals experiencing homelessness. The pallet shelter location was named the Emergency Shelter Cabin Village and stood adjacent to the City's homeless services office and other non-profits called the Access Center. These pallet homes offer 56 beds to men, women, and couples, and are ADA-compliant. Residents have access to a shared modular building with a dining area, showers, restrooms, and a resource center for program participants to meet with case managers, housing navigators and other program staff. There is also a pet area and bike racks for use.

After approval in December in 2019, the Village was fully operational by March 2020. City Net is the service provider that conducts both street-level outreach and case management to those on site. The units cost about \$5,000 each, but Riverside had to alter the parking lot bringing start-up costs to about \$500,000. Annual operations are about \$1.3 million. Funding is provided through a combination of increased sales tax after the passage of Riverside's Measure Z, HEAP funding from the State and federal CDBG dollars.

It should be noted that at the meeting in December, pallet shelters were one of several homeless initiatives approved. The City also approved purchasing additional beds at a regional emergency shelter for \$324,000, and augmenting funding for the Tenant-Based Rental Assistance Program in the amount of \$740,000.

Redondo Beach also created a tiny home pallet village consisting of 15 units on a former public works yard. Case management, security, and portable toilets and showers are on site.

San Gabriel Valley Regional Housing Trust Tiny Home Emergency Shelter Pilot Program

In December 2020, the San Gabriel Valley Regional Housing Trust (SGVRHT) Board of Directors authorized staff to initiate a pilot program to support the construction of three to five tiny home emergency shelter sites with five to fifteen shelters. Through this pilot program, the SGVRHT would provide the capital funding for the tiny home shelters and the other necessary site infrastructure, including restrooms. The SGVRHT would work with staff from interested cities to select appropriate sites and facilitate the development of these sites and also on securing funding for ongoing onsite services.

Initially, the cities of Arcadia, Baldwin Park, La Verne, and Montebello submitted letters of interest to participate. To date, Arcadia removed themselves from the pilot, but is still considering pallet shelters outside of SGVRHT funding. Baldwin Park and Montebello have identified locations, while La Verne is still in the process of identifying a suitable location.

While the shelters themselves are self-contained, restrooms and space for supportive services or to serve meals must be added separately, such as through portable trailers. Electrical infrastructure must be constructed, depending on the site used. Sewer connections must be made, unless the restrooms/handwashing stations are serviced continuously as more temporary portable options would be. Security and meals will be provided to residents at the site, and a site operator will also provide on-site case management, housing navigation, and other services to help connect residents to permanent housing.

RECOMMENDATION

The City Council is requested to hold a discussion potential options for shelter beds and provide staff with further direction as Council deems appropriate including:

1. Receive and file the report with no further action; or
2. Selecting one or two shelter bed models that staff should bring back to Council with specific design parameters; or
3. Another option not listed here.

FISCAL IMPACT

There is no fiscal impact at this time. Future costs would be at the discretion of the City Council based on program design.

ATTACHMENTS

None.



Agenda Item:	_____
CM Review:	<u> <i>[Signature]</i> </u>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: David B. Cosgrove, City Attorney
Dan Jordan, City Manager

SUBJECT: Repeal of Urgency Ordinance re Wearing of Masks

RECOMMENDATION: Adopt by title only Ordinance No. 902, an Ordinance of the City Council of the City of Duarte, California, Enacted Pursuant to California Government Code Sections 8634, 36934, and 36937, Repealing Urgency Ordinance No. 900 regarding the Public Health Mandate on Face Coverings. For Second Reading and Adoption; and/or,

Direct the City Manager to exercise his authority under Section 9 of Urgency Ordinance No. 900 to suspend its provisions if, prior to the effective date of its repeal, public health guidance from the federal government, State of California, or County of Los Angeles, or each or any of them, provide materially more relaxed mask wearing guidance, and in such event, to harmonize as much as possible the enforcement of Duarte's Urgency Ordinance No. 900 with the provisions of such revised guidance.

FISCAL IMPACT: None Anticipated

BACKGROUND

On May 25, 2021, City Council considered a repeal of Urgency Ordinance No. 900, relating to mandatory wearing of face masks, as a result of the COVID-19 pandemic. After thorough discussion, City Council unanimously directed staff to return with the proposed ordinance repeal on June 8, 2021, with a caveat that the City Manager would be directed to exercise his authority under Section 9 of the Ordinance to: "...modify or suspend the requirements and conditions of [the] Ordinance as conditions regarding COVID-19 infection rates, testing, and the availability and effectiveness of infection prevention and response measures may warrant." Specifically, City Council was concerned that the City Manager suspend the Ordinance if mask guidance from the State of California issued June 15, 2021, the County of Los Angeles, or the federal government may modify the regulatory landscape prior to the time the repeal process would otherwise take to become effective to take Urgency Ordinance No. 900 off the books. Staff therefore now returns with effectively the same repeal ordinance as Council previously considered, with a recommended companion motion giving the City Manager the Council directive discussed on May 25, 2021.

DISCUSSION:

City Council on July 20, 2020 passed Urgency Ordinance No. 900, regarding compulsory wearing of face coverings in public and in high-risk situations. This urgency measure was enacted in the face of then-rising infection and mortality rates from the disease, and with a specific intent to assist local business operators and other parties who conducted or sponsored activities where the public gathered. The idea was to help local businesses to enforce state, county, and federal directives regarding the wearing of face coverings. That urgency measure was enacted as part of the City's powers under Government Code section 8634, during a local emergency, and was supported by a series of findings regarding the virus spread, and its effects, both regionally and locally.

Happily, since that time a number of different vaccines have been developed and given emergency use approval by the FDA, and vaccination efforts are now well underway throughout the country, including in Los Angeles County, and the City of Duarte specifically. Indeed, the Los Angeles County Health Department has reported, as of April 20, 2021, that its adjusted case rate fell to 2.7 cases per 100,000, down from 3.2. The test positivity rate dropped from 1.5% to 1.2%, and in areas with the fewest health affirming resources, L.A. County's test positivity rate dropped from 1.9% to 1.4%. On May 4, 2021, Los Angeles County moved to the "Yellow Tier" in the State's Blueprint for a Safer Economy, with an adjusted case rate of 1.6 per 100,000.

Further, the Centers for Disease Control and Prevention (CDC) has revised its prior guidance on the wearing of masks, relating to the increasing numbers of fully vaccinated people. The new CDC guidance allows fully vaccinated persons to engage in a series of activities without wearing masks or socially distancing, including outdoor walking or exercising, attending small outdoor gatherings, both with vaccinated and unvaccinated persons, dining at outdoor restaurants, and even attending large outdoor gatherings, like a live performance, parade, or sporting event.

With this hopeful shift, and in line with such revised professional guidance from federal and county health officials, staff observed that the dire circumstances giving rise to Duarte's own mask ordinance appeared no longer prevalent. Staff also noted enforcement efforts may be problematic for distinguishing between fully vaccinated and unvaccinated people, resulting in confusion and potential disputes.

City Council was not completely persuaded. It expressed concern that with those in younger age groups still awaiting vaccines, and with variant strains of the virus rising both abroad and in certain areas of the United States, the substance and optics of a repeal of Duarte's mask ordinance might appear a bit premature. Compounding the uncertainty was the still-pending direction of the State and County mask guidance directives, which as of this writing have still not been issued.

Council therefore opted to defer the repeal for two weeks, which would put the second reading of the repeal ordinance at the June 22, 2021 meeting. The thinking was that if COVID uncertainties remain, the Council could vote not to pass it at second reading (and in any event, requested that staff agendize it as a business item, and not on consent calendar). If the expected clarifying guidance issues, and it appears repeal of Duarte's local mask regulations is in harmony with prevailing public health directives, the repeal could be approved, and would then be effective 30 days later, or on or about July 22, 2021.

Council also opted to address the undesirable prospect of Duarte having a “stale” urgency ordinance on the books after such public health directives issue, if they predate the effective date of the repeal, by directing the City Manager to exercise his authority to suspend the ordinance, under the language cited above. In this way, the City Manager might harmonize actual enforcement of the Urgency Ordinance with then-prevailing conditions, even if the slower legal mechanisms of a repeal in the ordinary course would lag behind.

Staff’s recommendation was for introduction of the repeal ordinance for first reading and passing on for second reading, but also includes a motion providing the City Manager such direction.

Notwithstanding the proposed repeal, Staff reiterates that any action by the City to repeal the ordinance on masks is not an indication of the City’s belief that the pandemic is completely passed, nor does the City endorse non-vaccinated people engaging in the same sanctioned behaviors under public health authority guidance as is suggested for fully vaccinated people. Risks to non-vaccinated people, particularly younger age groups who under earlier vaccine distribution priorities did not have ready access to vaccines, remain. Further, the City encourages all persons to get vaccinated, to advance the “herd immunity” protections that will serve all, if sufficient numbers of the population are vaccinated.

RECOMMENDATIONS:

1. Consider any public comment or testimony, and assuming same supports the purposes and findings stated in the Ordinance and the supporting administrative record, Adopt second reading of Ordinance No. 902, repealing Urgency Ordinance No. 900 regarding the public health mandate on face coverings; and/or,
2. Direct the City Manager to exercise his authority under Section 9 of Urgency Ordinance No. 900 to suspend its provisions if, prior to the effective date of its repeal, public health guidance from the federal government, State of California, or County of Los Angeles, or each or any of them, provide materially more relaxed mask wearing guidance, and in such event, to harmonize as much as possible the enforcement of Duarte’s Urgency Ordinance No. 900 with the provisions of such revised guidance.

FISCAL IMPACT:

None Anticipated

ATTACHMENTS

Attachment A – Ordinance No. 902.

ORDINANCE NO. 902

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 8634, 36934, AND 36937, REPEALING URGENCY ORDINANCE NO. 900 REGARDING THE PUBLIC HEALTH MANDATE ON FACE COVERINGS

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2” and the disease it causes has been named “Coronavirus Disease 2019,” abbreviated COVID-19 (“COVID-19”); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency in response to COVID-19; and

WHEREAS, on March 4, 2020, the Health Officer of Los Angeles County determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County and declared a Local Health Emergency, and the Los Angeles County Board of Supervisors concurrently proclaimed the existence of a local emergency for the County of Los Angeles; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continuing spread and the effects of COVID-19; and

WHEREAS, on March 16, 2020, the Los Angeles County Department of Public Health issued the Safer at Home Order for Control of COVID-19, which was subsequently amended and revised, most recently on July 18, 2020 (the “County COVID-19 Order”); and

WHEREAS, on March 17, 2020, the Director of Emergency Services for the City of Duarte proclaimed the existence of a local emergency due to the spread and potential further spread of COVID-19, which the City Council for the City of Duarte ratified at its regular meeting on March 24, 2020; and

WHEREAS, as part of its powers under Government Code section 8634, during a local emergency, the City Council considered and passed, on July 28, 2020, its Urgency Ordinance No. 900, regarding compulsory wearing of face coverings in public and in high-risk situations; and

WHEREAS, since the passage of Urgency Ordinance No. 900, there has been substantial progress in battling COVID-19, and bringing infection rates and death rates under control. First, vaccines have been made available, and are now in wide distribution

among all population age groups. Second, the Los Angeles County Health Department has reported, as of April 20, 2021, that its adjusted case rate fell to 2.7 cases per 100,000, down from 3.2. The test positivity rate dropped from 1.5% to 1.2%, and in areas with the fewest health affirming resources, L.A. County's test positivity rate dropped from 1.9% to 1.4%; and on May 4, 2021, Los Angeles County moved to the "Yellow Tier" in the State's Blueprint for a Safer Economy, with an adjusted case rate of 1.6 per 100,000

WHEREAS, on May 2, 2021, Los Angeles County reported zero deaths from COVID-19; and

WHEREAS, the County of Los Angeles Public Health Department has issued a series of recommended protocols for reopening of a wide range of business and activities; and

WHEREAS, the County of Los Angeles Public Health Department has issued a Revised "Reopening Safer at Work and in the Community for Control of COVID-19; Blueprint for a Safer Economy Yellow Tier Risk Reduction Measures" on or about May 5, 2021" in which the County Department of Public Health continues to urge the wearing of masks to prevent COVID-19 spread, but has relaxed some of the restrictions on the wearing of masks in defined circumstances, including for fully vaccinated people; and

WHEREAS, on or about May 13, 2021, the Centers for Disease Control and Prevention announced revised guidance for the wearing of masks by fully vaccinated people, loosening earlier guidance and allowing the resumption of activities by those fully vaccinated to participate in various indoor and outdoor activities without wearing masks or requiring six feet of social distancing; and

WHEREAS, the City of Duarte understands that the requirements for wearing of masks is dynamic, and will be evolving over time, particularly as more and more persons within Duarte become fully vaccinated, and Los Angeles County Health Department orders are expected to similarly change and evolve with shifting circumstances, such that the County Health Department orders, and the City of Duarte's reliance upon, and where appropriate enforcement of same, will offer the best regulatory platform for dealing with the changing circumstances as Duarte and Los Angeles County move back to a post-quarantine social and economic climate, following expected increases in the vaccinated population, continued downward trends in infection, hospitalization, and mortality rates from COVID-19; and

WHEREAS, Urgency Ordinance No. 900 specifically contemplated that the City Council at the earliest practical time, might modify or suspend the requirements and conditions of this Ordinance as conditions regarding COVID-19 infection rates, testing, and the availability and effectiveness of infection prevention and response measures may warrant; and

WHEREAS, The exigent circumstances which prompted Urgency Ordinance No. 900 no longer appear as pressing, or as dire, in the City of Duarte, as they did when Urgency Ordinance No. 900 was passed, and while the City encourages voluntary mask

wearing as an effective means of slowing the spread of COVID-19 infections, and expects full compliance with County Department of Health orders, it no longer appears the blanket mask requirements stated in Urgency Ordinance No. 900 are necessary to address an emergency situation, nor required to abate an immediate threat to public health and safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Urgency Ordinance No. 900 is repealed, in its entirety.

SECTION 3. The City Council finds and determines that the repeal of Urgency Ordinance No. 900 is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment. In addition, the repeal is exempt under CEQA Guidelines section 15321, relating to the enforcement of a law.

SECTION 4. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code and the same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADOPTED on this 22nd day of June, 2021

Margaret Finlay, Mayor pro tem

APPROVED AS TO FORM:

ATTEST:

David B. Cosgrove, City Attorney

Annamarie Porter, Interim City Clerk

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

I, Annamarie Porter, Interim City Clerk of the City of Duarte, California, do hereby certify that Ordinance No. 902 was duly introduced at a regular meeting of the City Council held on the 8th day of June, 2021, and was approved and adopted by the City Council of the City of Duarte, California, at a regular meeting of said City Council held on the 22nd day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Annamarie Porter, CMC
Interim City Clerk



Agenda Item: _____
CM Review: _____
Fiscal Review: _____

AGENDA REPORT

MEETING DATE: June 22, 2021

TO: Mayor and Members of the City Council

FROM: Brian Villalobos; Director of Public Safety

SUBJECT: Approve a budget amendment totaling \$93,935.89 for vehicle cost associated with the dedicated Sergeant position

RECOMMENDATION: Council approves a budget amendment in the amount of \$93,935.89 for vehicle cost associated with the dedicated Sergeant position

FISCAL IMPACT: Approval of this budget amendment would add \$93,935.89 to the Contract Law Enforcement Account 1205-7781

BACKGROUND

At the regularly scheduled City Council meeting held on June 8, 2021, City Council approved the FY 2021/2022 City budget. As a part of that budget approval, the City added a Sergeant position to the Los Angeles County Sheriff's contract at a cost of \$299,845.

DISCUSSION/ANALYSIS

The addition of the Sergeant position was discussed with Temple Station Sheriff's Captain Mark Reyes. However, neither Captain Reyes nor I were aware that, as part of adding the Sergeant position, the City would also be required to make a one-time payment for the purchase price of a new vehicle associated with that Sergeant position. The cost of that vehicle is \$93,935.89, as shown in the attached Service Level Authorization form (attachment A) provided by the Sheriff's Contract Law Bureau.

The vehicle cost will be amortized monthly over the course of the fiscal year 2021/2022, but it cannot be spread out over multiple years. Once purchased, the vehicle belongs to the City's dedicated Sergeant position, but the Sheriff's Department will still own the vehicle.

RECOMMENDATION

Council approves a budget amendment in the amount of \$93,935.89 for vehicle cost associated with the dedicated Sergeant position.

FISCAL IMPACT

Approval of this budget amendment would add \$93,935.89 to the Contract Law Enforcement Account 1205-7781.

ATTACHMENTS

Attachment A – Copy of Los Angeles County Sheriff's Department Service Level Authorization form (SH-AD 575) Public Safety Equipment.



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

CITY: Duarte FISCAL YEAR: 2021-2022

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST
B/W Tahoe	2021-2022	399	1	\$ 93,935.89	\$ 93,935.89

EQUIPMENT					
EQUIP TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST
MDC Data & Maintenance Only	Year 2+	595	1	\$ 1,685.00	\$ 1,685.00

APPR WITH/INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
Total Public Safety Equipment Cost:					\$ 95,620.89

Initials

City Official: _____

Unit Commander: _____